

**AGENDA**  
**COUNCIL WORKSHOP**  
**October 21, 2021**  
**5:30 P.M.**

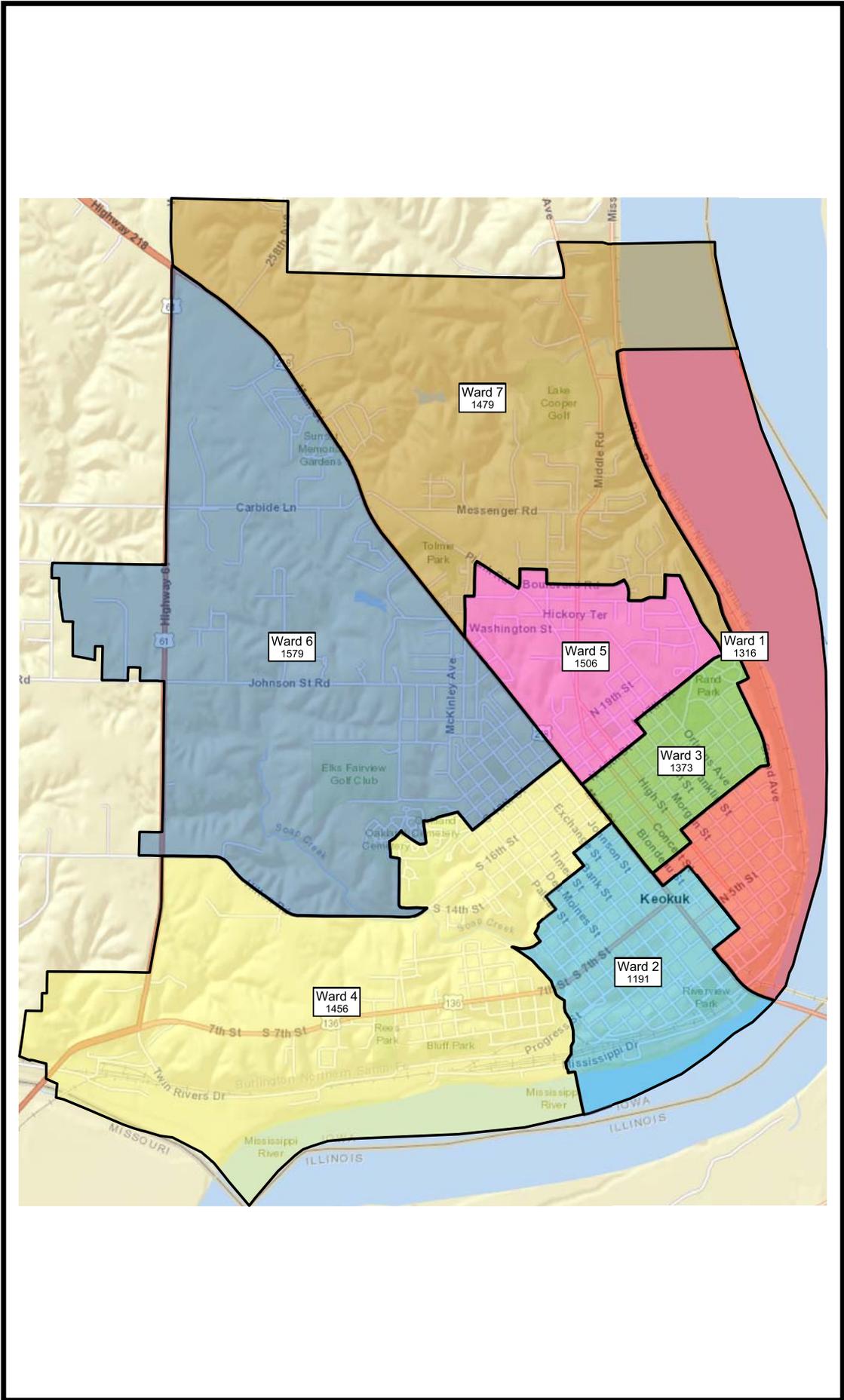
- (1) Discussion on Redistricting.
- (2) Review council meeting agenda.

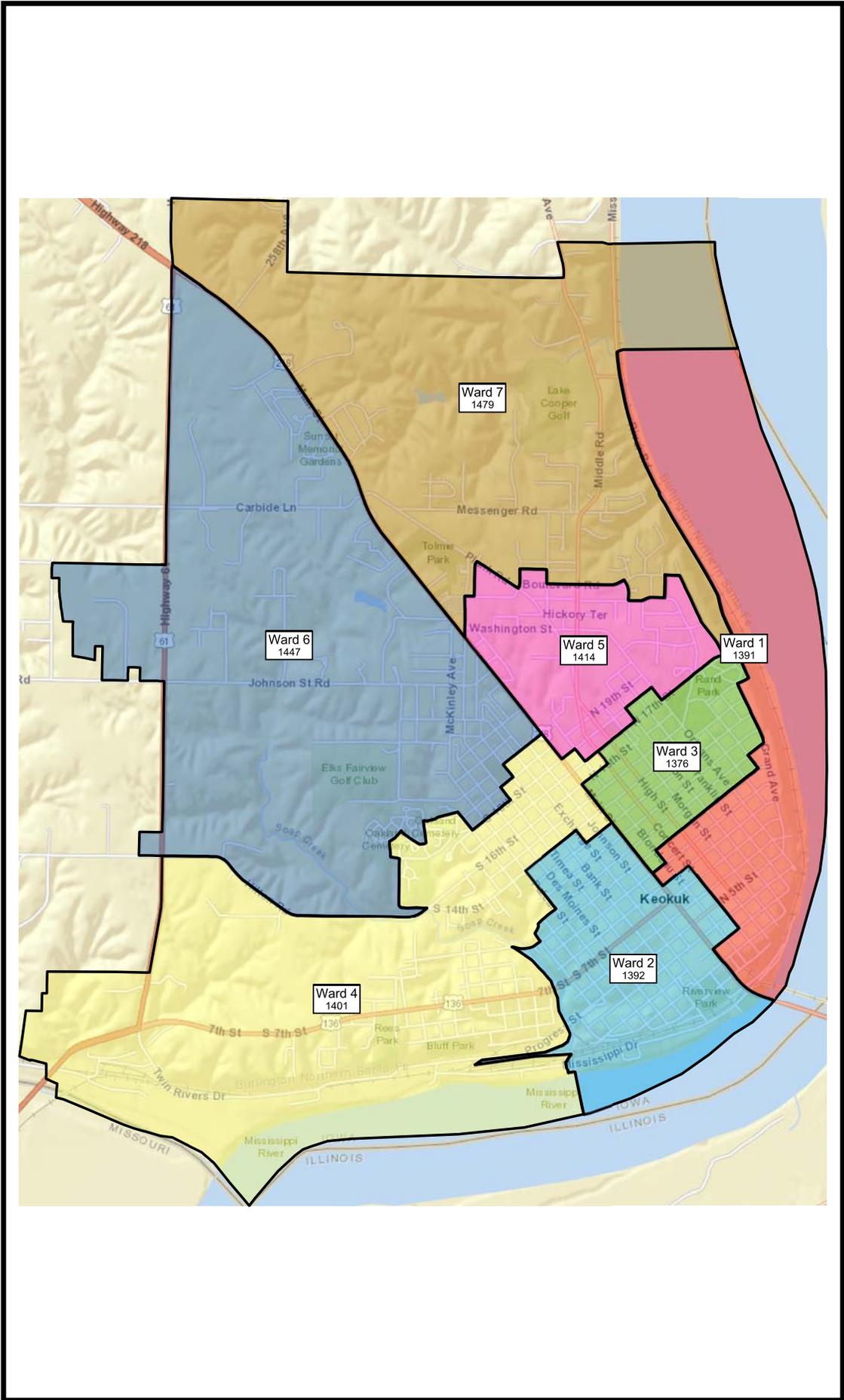


TO: Mayor and Council  
FROM: Cole S. O'Donnell  
DATE: October 13, 2021  
RE: Redistricting

As part of the census, we are required to adjust our wards to reflect the change in population. The target population for each ward is 1,414. The maximum deviation between wards is 10% or 141 people. Before adjustments, Wards 1, 2, and 3 had large negative deviations while Wards 5 and 6 had large positive deviations. Ideally, we would want to redraw the wards to shift population from 5 and 6 into 1, 2, and 3. However, the geography made it difficult to shift without also significantly altering other wards. That being said, staff was able to adjust the map so that all wards are well within the 10% deviation including Ward 5 at zero deviation.

The Lee County Auditor requested that Council consider reducing the number of wards. Staff did not draw ward lines but did calculate target populations for five wards and three wards. If we eliminated two wards, the target population per ward is 1,980 and elimination of four wards the target population is 3,300 per ward. If the Council desires to explore these options, staff can easily create the maps with the state software. Any changes will take affect for local elections in 2023. Changes must be submitted no later than sixty (60) days after the Iowa Legislature approves state and congressional redistricting.





**AMENDED**  
**AGENDA**  
**CITY COUNCIL MEETING**  
**October 21, 2021**  
**501 Main Street**  
**6:30 P.M.**

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
  - Minutes of the Council Workshop & Regular City Council meeting of October 7, 2021;
  - Cash Receipts & Treasurer's Report for September 2021;
  - Special Event Permit, Keokuk Economic Development Corporation, Live After 5 Networking Event, will be offering alcohol (does not require a liquor license), Thursday, October 28, 2021 from 4-8 p.m. to be held at SE Iowa Development Center, 1417 Exchange Street;
  - Motion to pay bills and transfers listed in Register No.'s 5235-5237;

**Old Business:**

7. Motion to remove from table 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.
8. Motion to remove from table 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.

**New Business:**

9. Motion to accept the reductions as proposed or provide staff with further direction on possible reductions.
10. Consider resolution setting a public hearing and fixing a date on the authorization of a loan agreement and the issuance of not to exceed \$5,000,000 general obligation refunding Capital Loan Notes of the City of Keokuk, State of Iowa (for essential corporate purpose), and providing for publication of notice thereof.
11. Consider resolution approving the 2020-2021 Annual Finance Report.
12. Boards & Commissions.
13. Staff Reports:
14. New Business:
15. Adjourn meeting.

**MEETING MINUTES  
COUNCIL WORKSHOP  
OCTOBER 7, 2021  
5:30 p.m.**

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

**STAFF PRESENT:** O'Donnell, Ludwig, Broomhall, Weis, Rose, Clark, Helenthal, as well as other city employees.

- 1) O'Donnell gave an overview of general fund revenue and expenses. Discussion followed.
- 2) Adjourn at 6:29 p.m.

**MINUTES**  
**CITY COUNCIL MEETING**  
**October 7, 2021**  
**501 Main Street**  
**6:30 P.M.**

The City Council of the City of Keokuk met in regular session on October 7, 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, Devon Dade, John Helenthal, Steve Andrews, Linda Marsden, Roger Bryant, and Susan Dunek were present. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Jean Ludwig, Public Works Director Robert Helenthal, Community Development Director Pam Broomhall, Bridge, Park, Cemetery and Sanitation Manager Bob Weis, Sewer Manager Michael Clark, Police Chief Dave Hinton, Fire Chief Gabe Rose, as well as other personnel.

**MAYOR'S CORRESPONDENCE:** Read and signed Proclamation: Domestic Violence Awareness Month. Heard from Alta Medea- Peters on the Domestic Violence Awareness program. Mayor Richardson discussed a letter sent to the EPA. Announced Tombstone Tune up on Oct 9<sup>th</sup>.

**CITIZEN'S REQUEST:** Heard from Joe Shuman about City of Christmas. Dorothy Cackley, Julie Totten, Andy Whitaker, Ashley Custer, Gabe Rose, Dave Hinton, Greg Hymes, Teresa Murray, and Shelley Oltmans commented on budget issues. Corey Jonas of Griffin Wheel and Tim Farris of Henniges presented issues regarding utility franchise fees.

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

- Minutes of the Regular City Council meeting of September 16, 2021;
- Minutes of the Special Session meeting of September 23, 2021;
- Cash Receipts & Treasurer's Report for August 2021;
- **RESOLUTION NO. 303-21:** Approving a Liquor License for Aldi, Inc. #15, 3379 Main Street, effective October 22, 2021 – Class C Beer Permit with Class B Wine Permit and Sunday Sales;
- **RESOLUTION NO. 304-21:** Approving a Liquor License for Southside Boat Club, 625 Mississippi River Drive, effective October 31, 2021 – Class A Liquor License with Outdoor Service & Sunday Sales;
- **RESOLUTION NO. 305-21:** Approving a Liquor License for Los Tapatios Restaurant, 706 Main Street, effective November 1, 2021 – Class C Liquor License with Sunday Service;
- Special Event Permit for Golden Oaks Society Meeting, Thursday, October 14, 2021 4:30-7 p.m., 1417 Exchange Street-SID Center.
- Motion to pay bills and transfers listed in Register No.'s 5232-5234;

Motion made by Garcia, second by Helenthal to table the third/final 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. (9) AYES, (0) NAYS to table. Motion carried.

Motion made by Marsden, second by Helenthal to table the third/final 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) AYES, (0) NAYS to table. Motion carried.

Motion made by O'Connor, second by Dade to approve the following proposed **RESOLUTION NO. 306-21**: "A RESOLUTION APPROVING THE USE AGREEMENT BETWEEN THE CITY OF KEOKUK AND CONNECTION BANK, SUCCESSOR BY MERGER WITH KEOKUK SAVINGS BANK & TRUST COMPANY, REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO TO USE AS A PARKING LOT." (9) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, second by O'Connor to approve the following proposed **RESOLUTION NO. 307-21**: "A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING (MOU) WITH SOUTHEAST IOWA HOUSING, INC." (9) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, second by Dade to approve the following proposed **RESOLUTION NO. 308-21**: "A RESOLUTION APPOINTING CITY CLERK AND SETTING SALARY." (9) AYES, (0) NAYS. Motion carried.

**BOARDS & COMMISSIONS:** Grand Theater Commission second notification: Bob Soule, Jim Wolff, and Kathy Joyce, three-year terms to expire 11/5/2024 (no vote required). Park and Recreation Advisory Board second notification, Peg Vermillion and Richard Moore, three-year terms to expire 11/2/2024 (no vote required). Rand Park Pavilion Commission first notification, Kimberly Buerklin, term to expire 10/22/2025, and Joe Morgan filling the unexpired term of Michael Albright term to expire 10/22/2023 (no votes required). Mayoral re-appointment of Kim Boyd to the Keokuk Municipal Waterworks Board of Trustees, 6-year term to expire 11/1/2027. Motion to approve by Dunek, second by Dade. (9) AYES, (0) NAYS. Motion carried.

**STAFF REPORTS:** O'Donnell reported on the following: City Hall project, ARPA and Personnel Committees, ward redistricting, Main Street buildings (600 and 1100 blocks) and Baymont Motel.

There being no further business, Mayor Richardson adjourned the meeting at 7:53 p.m.

**CASH RECEIPTS FOR THE MONTH OF  
September, 2021**

General Fund	\$	261,384.21
Park Maint./Improv. Total	\$	57,840.60
Road Use Tax	\$	164,720.81
Employee Benefit Total	\$	71,273.47
Emergency Tax Levy Total	\$	2,809.37
Sales Tax Human Development Total	\$	119,681.13
Tax Increment Financing Total	\$	5,916.54
Economic Development Total	\$	4,243.32
Library Trust Total	\$	31,440.93
Debt Service Total	\$	29,643.81
Capital Project Total	\$	800.00
Perpetual Care Total	\$	400.00
WPC Maint/Operation Total	\$	684,162.85
WPC Impr Reserve Total	\$	16.73
Solid Waste Total	\$	66,656.53
Municipal Bridge Total	\$	16,725.64
Internal Service Fund Total	\$	87,457.61
<b>TOTAL</b>	<b>\$</b>	<b>1,605,173.55</b>

**TREASURER'S REPORT**  
**CALENDAR 9/2021, FISCAL 3/2022**

HOL FUND#	TITLE	LAST REPORT ON HAND	EXPENSES	REVENUE	BALANCE
001	GENERAL	467,019.61	989,861.09	261,384.21	259,613.72-
002	PARK MAINT/IMPROV	335,037.95	.00	57,840.60	392,878.55
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	12,800.78
110	ROAD USE	1,292,400.78	66,785.52	164,720.81	1,390,336.07
112	EMPLOYEE BENEFIT	964,891.18	.00	71,273.47	1,036,164.65
119	EMER - TAX LEVY	34,490.52	.00	2,809.37	37,299.89
121	SALES TAX - HUMAN DEV	836,716.18	.00	119,681.13	956,397.31
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	45,162.76	.00	5,916.54	51,079.30
160	ECONOMIC DEVELOPMENT	129,719.00	5,040.00	4,243.32	128,922.32
167	LIBRARY TRUST	63,483.15	146.90	31,440.93	94,777.18
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	1,051.17
169	MARY E TOLMIE FUND	84,790.41	.00	.00	84,790.41
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	756,816.67	.00	.00	756,816.67
200	DEBT SERVICE	508,699.35	.00	29,643.81	538,343.16
301	CAPITAL IMPROV PROJECTS	260,703.18	30,667.50	.00	230,035.68
302	RIVERFRONT BARGE	109,113.17	.00	.00	109,113.17
303	CAP EQUIP PURCHASES	1,007,699.53-	7,620.95	800.00	1,014,520.48-
304	CAPITAL PROJECT	84,784.62-	.00	.00	84,784.62-
500	PERPETUAL CARE	498,561.56	.00	400.00	498,961.56
610	WPC MAINT/OPERATION	4,279,402.53	222,703.83	684,162.85	4,739,721.45
611	WPC IMPR RESERVE	88,202.82	.00	16.73	88,219.55
612	SEWER MAINT EQUIP REPL	62,408.75-	.00	.00	62,408.75-
613	WAT POL CONTR CAP	.00	.00	.00	.00
614	SEWER IMPROV RESERVE	2,549,434.61-	4,993.22	.00	2,554,427.83-
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	1,157,219.40
670	SOLID WASTE	211,900.69	85,473.96	66,656.53	193,083.26
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,355,535.59	20,252.26	16,725.64	2,351,041.73
810	INTERNAL SERVICE FUND	23,398.59-	50,551.23	87,457.61	13,507.79
	Report Total	10,767,062.35	1,484,096.46	1,605,173.55	10,887,875.65

*Make It Yours*  
**KEOKUK**  
I O W A

**SPECIAL EVENTS APPLICATION &  
HOLD HARMLESS AGREEMENT**

Please complete all sections of this application. An incomplete application will be returned to applicant. Once all required documentation and signatures are received, only then will it be considered by the City Administrator, Police Chief, Fire Chief and Public Works Director for final approval. Application must be submitted at least **30 days** prior to the date of the event.

*Some permits for events may require additional time for approval  
(For example: Parades requiring use of a state highway)*

PLEASE RETURN TO: Keokuk Municipal Building to the Attention of the City Administrator

1. **APPLICANT INFORMATION**

Applicant: Keokuk Economic Development Corporation

Name/Event: Live After 5

Coordinator: Shelley Oltmans

Mailing Address: 511 Blondeau STE 3

Daytime Phone #: 319-520-0209 Evening Phone #: 612-247-1607

Email Address: director@keokukchamber.com

2. **EVENT INFORMATION**

Type of Event: Live After 5 Networking Event

Days/Dates of Event: Thursday, October 28, 2021

Time(s) of Event: (Include Set Up/Tear Down Time) 4:00 pm – 8:00 pm

Event Location: Southeast Iowa Development Center – 1417 Exchange Street

Will event require an alcohol license or require modification of an existing license?  Yes  No

3. **REQUEST INFORMATION (Check All Applicable Lines)**

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

- Temporarily park in a "No Parking" area (specify location :)
- Temporarily close a street for a block party (specify street :)
- Temporarily install structure in street right-of-way
- Permanently install structure in street right-of-way
- Use of City Park (specify park :)
- Parade (attach map of route and indicate streets to be closed)
- Walk/Run (attach map of route and indicate streets to be closed)
- Banner (specify location :)
- Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
- Fireworks (specify location :)
- Other (please specify :)

4. **ITEMS REQUESTED FROM THE CITY OF KEOKUK** (\$25 rental fee required per item requested)

- Street barricades
- Emergency "No Parking" Signs
- Other (please specify :)

5. **SOUND SYSTEMS**

NOTE: You must comply with the City of Keokuk Code of Ordinances and any requirements attached to this permit.

Duration of event: \_\_\_\_\_

Please indicate if the following will be used:

- |   |   |
|---|---|
| <input type="checkbox"/> Amplified Sound/Speaker System | <input type="checkbox"/> Recorded Music |
| <input type="checkbox"/> Public Address System          | <input type="checkbox"/> Live Music     |

6. SANITATION

Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.

Will additional restrooms be brought to the site? \_\_\_\_\_ Yes  No \_\_\_\_\_ If yes, how many? \_\_\_\_\_

Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person: Same as Coordinator Shelley Oltmans Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

7. SECURITY

Certified personnel are required by the Chief of Police at the applicant's expense for all events requiring an alcohol license. At a minimum, 2 police officers certified in the State of Iowa will be required, no exceptions.

What type of security will be provided?

\_\_\_\_0\_\_\_\_ Number of Off-Duty Police Officers

Names:

\_\_\_\_\_

8. INSURANCE

Applicant shall obtain and maintain a general liability insurance policy naming the City of Keokuk as additional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an **event on public property**. For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. For all other **events** held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. This application will not be considered by the City of Keokuk until the proper insurance certificate is submitted and approved by the City Administrator.

\_\_\_\_\_ Certificate of Insurance provided and accepted \_\_\_\_\_ Certificate of Insurance not required

9. AGREEMENT

In consideration of the City of Keokuk, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Keokuk, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Keokuk, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Keokuk, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

  
\_\_\_\_\_  
Applicant/Sponsor Signature

10/29/2021  
\_\_\_\_\_  
Date

**DEPARTMENT APPROVALS**

The request has been reviewed by the undersigned and recommended for approval with the condition as noted:

**POLICE DEPARTMENT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

**FIRE DEPARTMENT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

**PUBLIC WORKS DEPARTMENT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

**OTHER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

**CITY ADMINISTRATOR APPROVAL (City Council Approval)**

\_\_\_\_\_  
City Administrator Signature                      Date                      Approved: \_\_\_\_\_                      Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_

\_\_\_\_\_  
Date of City Council Approval (if required): \_\_\_\_\_

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 OCTOBER 21, 2021.

**REGISTER NO. 5235**

AMI PIPE & SUPPLY	SUPPLIES	\$ 22.40
BEARING HEADQUARTERS CO.	PARTS	\$ 1,402.28
KEOKUK MUNICIPAL WATER WORKS	SEWER/GARBAGE BILLING	\$ 1,865.00
GATE CITY PUBLISHING	PUBLICATIONS	\$ 470.69
GRAY QUARRIES, INC	ROADROCK	\$ 229.03
JIM BAIER, INC	PARTS	\$ 7.64
HARTRICK'S LUMBER	SUPPLIES	\$ 96.10
KEOKUK HOMESTORE	SUPPLIES	\$ 29.24
RIVER CITY PARTS, INC.	PARTS	\$ 46.90
PETTY CASH - WASTEWATER TREATM	WPC PETTY CASH	\$ 77.14
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 50.00
J & S ELECTRONICS BUSINESS,INC	SERVICE CALL/LABOR	\$ 605.57
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 90.40
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 1,256.84
KEYSTONE LABORATORIES, INC.	TEST SAMPLES	\$ 1,161.90
TASKE FORCE, INC.	TEMPORARY HELP	\$ 1,560.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 256.29
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 2,259.70
ALLIANT	ELECTRIC BILL	\$ 48,840.34
HACH COMPANY	LAB SUPPLIES	\$ 356.22
CENTURY LINK	SERVICE	\$ 870.33
PRINCIPAL LIFE INSURANCE CO.	DISABILITY/ LIFE INS.	\$ 1,319.28
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 6,127.77
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 406.85
UNITY POINT HEALTH-KEOKUK	MEDICAL SERVICES	\$ 160.00
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	\$ 1,160.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 2,131.45
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 1,960.75
SOUTHEASTERN COMMUNITY COLLEGE	CLASSES	\$ 700.00
TREASURER STATE OF IOWA	WPC SALES TAX QUARTERLY	\$ 1,037.00
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 586.79
MIDWEST RADAR & EQUIPMENT	POLICE DEPT SUPPLIES/MATERIALS	\$ 280.00
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$ 1,111.65
YOUNGGREN SHOES	WORK BOOTS	\$ 360.00
NIEMANN FOODS, INC./ACE	SUPPLIES	\$ 1,457.23
RANDY WINN	REIMB.HEALTH INSURANCE PREMIUM	\$ 845.00
U.S. CELLULAR	CELL PHONE SERVICE	\$ 393.19
JAMES K. NEFF	LABOR/MATERIALS	\$ 131.95
LABOR DAY MEDIA FUND	LABOR DAY ADVERTISING	\$ 150.00
USA BLUE BOOK	WPC SUPPLIES	\$ 325.24
FRANK MILLARD & CO., INC.	LABOR/MATERIALS @ LIBRARY	\$ 965.50

**REGISTER NO. 5236**

AT&T MOBILITY	POLICE CELL PHONE SERVICE	\$ 760.28
BROWNELLS, INC.	POLICE DEPT MATERIALS/EQUIP	\$ 1,120.91
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 1,057.92
TOTAL SOLUTIONS, INC.	IT SERVICES	\$ 5,353.11
MENARD INC.	CEMETERY SUPPLIES	\$ 220.44
O'REILLY AUTOMOTIVE INC.	PARTS	\$ 1,422.00
STANLEY CONSULTANTS INC.	PROFFESIONAL SERVICES WPC	\$ 12,250.00
WELLS-WAY JANITORIAL SERVICES	LIBRARY CLEANING	\$ 1,700.00
MEDIACOM	SERVICE	\$ 168.93
SERVICEMASTER OF FT.MADISON	JANITORIAL SERVICE @ POLICE PD	\$ 396.84
HILL'S PET NUTRITION SALES,INC	SUPPLIES	\$ 36.38
GARY L. PFEIFERLING	POLICE VEHICLE CLEANING	\$ 490.00
UNITED STATES PLASTIC CORP.	WPC SUPPLIES	\$ 86.93
WEF	WPC MEMBERSHIP	\$ 160.00
DANIEL JEFFERSON	CDL REIMBURSEMENT	\$ 32.00
LEXISNEXIS RISK SOLUTIONS	POLICE DEPARTMENT AGREEMENT	\$ 134.37
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$ 211,973.22
LEWIS EXCAVATING & SEPTIC,INC.	LABOR/EQUIPMENT	\$ 600.00
NSI LAB SOLUTIONS	LAB SUPPLIES	\$ 181.50
HALL & ASSOCIATES	PROFESSIONAL SERVICES	\$ 15,706.66
HANNIBAL CONCRETE PRODUCTS CO.	AIRPORT STORM SHELTER	\$ 3,695.00
MACQUEEN EQUIPMENT, INC.	PARTS/FREIGHT	\$ 306.24
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 293.00
MUNICIPAL CODE CORPORATION	CODE OF ORDINANCES PAGES	\$ 1,928.00
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES	\$ 386.01
RELIANT FIRE APPARATUS, INC.	FIRE DEPT SUPPLIES/FREIGHT	\$ 118.92
DARKSIDE TINT & GRAPHIX	POLICE DEPT DECALS/INSTALL	\$ 380.00
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 2,207.58
IAAI	FIRE DEPT MEMBERSHIPS	\$ 100.00
JETCO, INC.	SERVICE/LABOR @ WPC	\$ 1,293.90
INTERSTATE BILLING SERVICE,INC	PARTS	\$ 282.82
ARMSTRONG TRACTOR LLC	PARTS	\$ 181.20
KIESLER'S POLICE SUPPLY, INC.	POLICE DEPT MATERIALS	\$ 3,503.50
CINTAS CORPORATION #342	UNIFORM SERVICES	\$ 2,420.40
CELLEBRITE, INC.	POLICE DEPT RENEWAL	\$ 4,300.00
ICONNECTYOU	SERVICE	\$ 743.91
IMPACT7G	PROFESSIONAL SERVICES	\$ 901.25
CINTAS	SAFETY EQUIPMENT BRKAWAY VESTS	\$ 2,416.95
COLE O'DONNELL	TRAVEL REIMBURSEMENT	\$ 70.90
JOSEPH FIERCE	DEPOT CLEANING	\$ 100.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
JAMES BURTON	REIMBURSE CDL	\$ 38.00
NEWBERRY LANDSCAPING LLC	MOW VARIOUS PROPERTIES	\$ 835.00
GREATAMERICA FINANCIAL SVCS.	POLICE DEPT LEASE AGREEMENT	\$ 246.08
ASCENT AVIATION GROUP INC	AIRPORT SERVICE FEE	\$ 30.00

**REGISTER NO. 5237**

WALZ LABEL AND MAILING SYSTEMS	POSTAGE METER SUPPLIES	\$ 44.70
TRI-STATE HEATING & ELECTRIC	MOW VARIOUS PROPERTIES	\$ 6,975.00
VERTICAL COMMUNICATIONS	SERVICE	\$ 377.14
STEVE'S FUR AND SEED	ANIMAL CONTROL SERVICES	\$ 50.00
VISA	POLICE DEPT CARD SERVICES	\$ 1,917.86
		\$ 373,758.51

**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.

Initial passage by the Council on the 2<sup>nd</sup> day of September, 2021.

\_\_\_\_\_  
Thomas L. Richardson, Mayor

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

ROLL CALL: O’CONNOR – AYE ALTHEIDE – AYE GARCIA – AYE  
DADE – AYE HELENTAL – AYE ANDREWS – AYE MARSDEN - AYE  
BRYANT – AYE DUNEK – AYE

AYES - 9

NAYS – 0

ABSENT – 0

Second passage by the Council on the 16<sup>th</sup> day of September, 2021.

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Thomas L. Richardson, Mayor

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

ROLL CALL: O'CONNOR – NAY ALTHEIDE – AYE GARCIA – AYE  
DADE – AYE HELENTAL – ABSENT ANDREWS – AYE MARSDEN - AYE  
BRYANT – AYE DUNEK – AYE

AYES - 8

NAYS – 1

ABSENT – 1

Third/final passage by the Council on the 7<sup>th</sup> day of October, 2021. **TABLED**

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Thomas L. Richardson, Mayor

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

**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.

Initial reading by the Keokuk City Council on the 2<sup>nd</sup> day of September, 2021.

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Thomas Richardson, Mayor

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

ROLL CALL: O'CONNOR – AYE ALTHEIDE – AYE GARCIA – AYE  
DADE – AYE HELENTHAL – AYE ANDREWS – AYE MARSDEN - AYE BRYANT –  
AYE DUNEK – AYE

AYES - 9

NAYS – 0

ABSENT – 0

Second passage by the Council on the 16<sup>th</sup> day of September, 2021.

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Thomas L. Richardson, Mayor

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

ROLL CALL: O’CONNOR – NAY ALTHEIDE – AYE GARCIA – AYE  
DADE – AYE HELENTAL – ABSENT ANDREWS – AYE MARSDEN - AYE BRYANT  
– AYE DUNEK – AYE

AYES - 8

NAYS – 1

ABSENT – 1

Third/final passage by the Council on the 7<sup>th</sup> day of October, 2021. **TABLED**

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Thomas L. Richardson, Mayor

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



# COUNCIL ACTION FORM

Date: October 21, 2021

Presented By: O'Donnell

Subject: General Fund Expenditure Reductions Agenda Item: \_\_\_\_\_

**Description:**

See attached memo.

**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: October 18, 2021  
 RE: General Fund Expense Reductions

At the work session of October 7, 2021, staff reviewed four scenarios for expenditure reductions in the General Fund. Additionally, I recommended additional actions to stabilize the Road Use Tax Fund. The four scenarios are as follows:

Scenario 1	Current Budget	Proposed Funding Source	Amount of Savings
Human Resources	\$ 35,034.00	Gen/RUT/Sewer/San	\$ 26,275.50
Finance	\$ 33,351.00	Gen/RUT/Sewer/San	\$ 25,013.25
Public Works Dir	\$ 76,787.00	Gen/RUT/Sewer/San	\$ 57,590.25
Public Works Sec	\$ 39,677.00	Gen/RUT/Sewer/San	\$ 29,757.75
City Administrator	\$ 135,928.00	Gen/Sewer/San	\$ 90,663.98
Engineer Tech	\$ 49,833.00	Eliminate	\$ 49,833.00
Street Lighting		Move to RUT	\$ 185,000.00
Library		Permanent Cut	\$ 60,000.00
Housing Demo		Financed with TIF	\$ 150,000.00
			\$ 674,133.73

Scenario 2	Current Budget	Proposed Funding Source	Amount of Savings
Human Resources	\$ 35,034.00	Gen/RUT/Sewer/San	
Finance	\$ 33,351.00	Eliminate	\$ 33,351.00
Public Works Dir	\$ 76,787.00	Gen/RUT/Sewer/San	\$ 57,590.25
Public Works Sec	\$ 39,677.00	Gen/RUT/Sewer/San	
City Administrator	\$ 135,928.00	Gen/Sewer/San	\$ 90,663.98
Engineer Tech	\$ 49,833.00	Eliminate	\$ 49,833.00
Street Lighting		Move to RUT	\$ 185,000.00
Library		Permanent Cut	\$ 60,000.00
Housing Demo		Financed with TIF	\$ 150,000.00
			\$ 626,438.23

Scenario 3	Current Budget	Proposed Funding Source	Amount of Savings
Human Resources	\$ 35,034.00	Gen/RUT/Sewer/San	
Finance	\$ 33,351.00	Gen/RUT/Sewer/San	
Public Works Dir	\$ 76,787.00	Gen/RUT/Sewer/San	\$ 57,590.25
Public Works Sec	\$ 39,677.00	Gen/RUT/Sewer/San	
City Administrator	\$ 135,928.00	Gen/Sewer/San	\$ 90,663.98
Engineer Tech	\$ 49,833.00	Eliminate	\$ 49,833.00
Street Lighting		Move to RUT	\$ 185,000.00
Library		Permanent Cut	\$ 60,000.00
Housing Demo		Financed with TIF	\$ 150,000.00
			\$ 593,087.23

Scenario 4	Current Budget	Proposed Funding Source	Amount of Savings
Human Resources	\$ 35,034.00	Gen/RUT/Sewer/San	
Finance	\$ 33,351.00	Eliminate	\$ 33,351.00
Public Works Dir	\$ 76,787.00	Gen/RUT/Sewer/San	\$ 57,590.25
Public Works Sec	\$ 39,677.00	Gen/RUT/Sewer/San	
City Administrator	\$ 135,928.00	Gen/Sewer/San	\$ 90,663.98
Engineer Tech	\$ 49,833.00	Eliminate	\$ 49,833.00
Street Lighting			
Library		Permanent Cut	\$ 60,000.00
Housing Demo		Financed with TIF	\$ 150,000.00
			\$ 441,438.23

My additional recommendations were as follows:

- Street lighting remains in General Fund. Moving this to RUT solves one problem but creates another.
- RUT benefits should be funded through the benefits levy with a 3-4 phase in.
- The bonding for street repairs should be implemented along with a repair plan based on conditions of the roadway and traffic flow.
- A hiring freeze for all General Fund positions be put in place. Open positions can only be filled after approval by the City Council.

Scenario 4 is what came out of the General Fund Committee. The Council can choose to act upon that recommendation of adjust the scenarios as they see fit. Staff requests that the Council either move to implement expense reduction, in any combination, or provide clear direction to staff on how next to proceed.

I would like to note that the General Fund shortfall can not be solved through expense reductions or revenue increases alone. Both must occur to bring the fund into balance.



# COUNCIL ACTION FORM

Date: 10-21-2021

Presented By: Ludwig

Subject: Setting a Public Hearing Agenda Item: 10

**Description:**

Tim Oswald, our advisor from Piper Sandler has recommended that we begin proceedings to refinance our 2016A and 2016B bond issues for more favorable interest rates.

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



**ITEMS TO INCLUDE ON AGENDA**

**CITY OF KEOKUK, IOWA**

Not to Exceed \$5,000,000 General Obligation Refunding Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

October 21, 2021

The City Council of the City of Keokuk, State of Iowa, met in \_\_\_\_\_ session, at 501 Main Street, Keokuk, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$5,000,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES OF THE CITY OF KEOKUK, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$5,000,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES OF THE CITY OF KEOKUK, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

**WHEREAS**, it is deemed necessary and advisable that the City of Keokuk, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Refunding Capital Loan Notes, to the amount of not to exceed \$5,000,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

**WHEREAS**, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

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

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

Section 1. That this Council meet in the Council Chambers of Keokuk City Hall, 501 Main Street, Keokuk, Iowa, at 6:30 PM, on the 18<sup>th</sup> day of November, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$5,000,000 General Obligation Refunding Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Refunding Capital Loan Notes, Series 2016A and the General Obligation Refunding Capital Loan Notes, Series 2016B.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Refunding Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$5,000,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: October 29, 2021 and November 13, 2021)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF KEOKUK, STATE OF IOWA, ON THE MATTER OF  
THE PROPOSED AUTHORIZATION OF A LOAN  
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED  
\$5,000,000 GENERAL OBLIGATION REFUNDING CAPITAL  
LOAN NOTES OF THE CITY (FOR ESSENTIAL CORPORATE  
PURPOSES), AND THE HEARING ON THE ISSUANCE  
THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Keokuk, State of Iowa, will hold a public hearing on the 18<sup>th</sup> day of November, 2021, at 6:30 PM., at 501 Main Street, Keokuk, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$5,000,000 General Obligation Refunding Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Refunding Capital Loan Notes, Series 2016A and the General Obligation Refunding Capital Loan Notes, Series 2016B. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

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

This notice is given by order of the City Council of the City of Keokuk, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this 21st day of October, 2021.

---

City Clerk, City of Keokuk, State of Iowa

(End of Notice)

**PASSED AND APPROVED** this 21<sup>st</sup> day of October, 2021.

---

Thomas L. Richardson, Mayor

ATTEST:

---

Jean Ludwig, City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF LEE )

I, the undersigned City Clerk of the City of Keokuk, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Keokuk, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF LEE )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Keokuk, in the County of Lee, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING  
(Not to Exceed \$5,000,000 General Obligation Refunding Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Daily Gate City", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2021.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Keokuk, State of Iowa

(SEAL)



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

**Phone:** 515-243-7611

**Fax:** 515-243-2149

**[www.ahlerslaw.com](http://www.ahlerslaw.com)**

Kristin B. Cooper

515.246.0330

[kcooper@ahlerslaw.com](mailto:kcooper@ahlerslaw.com)

October 14, 2021

**VIA EMAIL**

City of Keokuk  
c/o Cole S. O'Donnell  
City Administrator  
City of Keokuk  
601 Main St., Suite 3  
Keokuk, IA 52632

Re: Keokuk, Iowa – Bond and Disclosure Counsel Engagement Agreement

Dear Mayor and City Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond and disclosure counsel to Keokuk, Iowa (the "Issuer") in connection with the issuance from time to time of bonds, notes, or other obligations (the "Bonds"), as applicable. We understand the Issuer works with Piper Sandler & Co. for financial and underwriting needs. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel and disclosure services described herein.

**SCOPE OF ENGAGEMENT**

*Bond Counsel*

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal (and State of Iowa, as applicable) income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.

- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.
- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) Prepare the notice of sale relating to the competitive sale of Bonds.
- (7) Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
- (8) File an appropriate Form 8038 with the IRS after Closing.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

#### *Disclosure Counsel*

In the role of Disclosure Counsel, we will work with the Issuer, including the officials, officers, and employees, the City's Municipal Advisor, and other parties to the Bond transaction to provide the following services:

- (1) Consult with Issuer officials, staff, Issuer counsel, Municipal Advisor, and Underwriter (as applicable), concerning primary disclosure requirements, questions and issues relating to the initial issuance of Bonds and concerning continuing disclosure requirements.
- (2) Participate or attend, upon request, any meeting of the Issuer or Issuer's staff relating to disclosure matters that pertain to Issuer's issuance of Bonds.
- (3) Participate in the drafting of Issuer's Purchase Agreement for the negotiated sale of Bonds.
- (4) Participate in the drafting of Issuer's public sale solicitation documents for competitive sale of Bonds.
- (5) Participate in the drafting/review of the Issuer's preliminary and final official statements in connection with the offering of Bonds, with assistance of Issuer officials and staff, and the Municipal Advisor and Underwriter, as necessary.

- (6) Coordinate with the printing and delivery of the preliminary and final official statements.
- (7) Review all Bond documents prepared in connection with the issuance of Bonds to the extent such documents involve or affect disclosure matters.
- (8) Provide written advice to the Issuer at the time the Bonds are issued as described herein.
- (9) Consult with Issuer officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.

Subject to the completion of the diligence process to our satisfaction, we will render our written advice addressed to the Issuer stating substantially that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the Issuer's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as Disclosure Counsel will be concluded with respect to the issuance of the Bonds.

#### COOPERATION

To enable us to provide effective representation, the Issuer agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the Issuer's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

## LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation, such as contested validation proceedings.
- (d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
- (f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement or request for services in accordance with the “*Other Advice*” section of this engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- (i) Acting as an underwriter, or otherwise marketing the Bonds.
- (j) Acting in a financial advisory role.
- (k) Preparing blue sky or investment surveys with respect to the Bonds.
- (l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

## ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel and/or Disclosure Counsel services are requested with regard to a specific issue of

Bonds (it being understood the Issuer has discretion hereunder as to each service offered), the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

#### OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

## FEES

We charge a flat fee for each issue of Bonds for which Bond Counsel and Disclosure Counsel services are rendered under this Agreement, respectively, as applicable. Our fees are based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We will communicate our estimated fee to the Issuer's finance team, including the Municipal Advisor, as applicable, for purposes of sizing each new Bond issue. It is anticipated that our fees will be capitalized into the Bond issue. It is understood the City Administrator is delegated authority to approve our fees. If, at any time, we believe that circumstances require an adjustment of our original fee estimate(s), we will advise the finance team. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fee(s); (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.

In addition to our flat fees, we will charge for any incidental costs (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.), at actual costs incurred. We estimate that such charges will not exceed \$750 per issue of Bonds. We will contact you prior to incurring expenses that exceed this amount.

The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate charge in an amount established at the time of the request.

### *Billing Matters:*

We will submit an electronic summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion or written advice as Disclosure Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). The current hourly rate of the undersigned (as of 1/1/2021) is \$275 per hour. Work performed by other attorneys will be billed at their current hourly rate (currently ranging from \$200-400 per hour). Work by

legal assistants is currently billed at \$120 per hour. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

*Other Advice:*

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, (iv) interpretation and/or required actions with regard to other “financial obligations” under a continuing disclosure certificate, or (v) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. We may store some or all client file materials in a digital format. After any or all paper documents are digitized, we may destroy all paper documents in the client file. We typically retain financing files for the life of the Bonds, at which point we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor.

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

\*\*\*\*\*

October 14, 2021

Page 8

Please carefully review the terms and conditions of this Agreement. *If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this letter, retaining an original for your file as well.*

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me. It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper  
FOR THE FIRM

KBC:seb

Accepted:

City of Keokuk, Iowa\*

By \_\_\_\_\_ Date: \_\_\_\_\_

\*Approved by action of the governing body on \_\_\_\_\_, 2021.

01952444-1\10787-085



# COUNCIL ACTION FORM

Date: 10-21-2021

Presented By: Ludwig

Subject: APPROVAL OF ANNUAL FINANCIAL REPORT Agenda Item: 11

Description:

ANNUAL FINANCIAL REPORT FOR FISCAL YEAR 2020/2021 HAS BEEN COMPLETED AND IS BEING PRESENTED TO THE CITY COUNCIL FOR APPROVAL.

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



**RESOLUTION NO.**

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

**THAT**, the 2020-2021 Annual Finance Report be approved.

**PASSED** this 21<sup>st</sup> day of October, 2021.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
Thomas L. Richardson, Mayor

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

<b>STATE OF IOWA</b> <b>2021</b> <b>FINANCIAL REPORT</b> <b>FISCAL YEAR ENDED</b> <b>JUNE 30, 2021</b> <b>CITY OF KEOKUK, IOWA</b> <b>DUE: December 1, 2021</b>	16205600400000 CITY OF KEOKUK PO Box 400 KEOKUK IA 52632-0400 POPULATION: 10780
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**NOTE** - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

<b>ALL FUNDS</b>				
	<b>Governmental (a)</b>	<b>Proprietary (b)</b>	<b>Total Actual (c)</b>	<b>Budget (d)</b>
<b>Revenues and Other Financing Sources</b>				
Taxes Levied on Property	5,001,196		5,001,196	4,911,699
Less: Uncollected Property Taxes-Levy Year	0		0	0
<b>Net Current Property Taxes</b>	<b>5,001,196</b>		<b>5,001,196</b>	<b>4,911,699</b>
Delinquent Property Taxes	0		0	0
TIF Revenues	1,247,593		1,247,593	1,384,279
Other City Taxes	3,029,961	0	3,029,961	2,655,800
Licenses and Permits	113,257	2,590	115,847	136,415
Use of Money and Property	159,329	354,270	513,599	212,129
Intergovernmental	2,699,111	1,008	2,700,119	3,542,461
Charges for Fees and Service	448,059	5,535,560	5,983,619	5,779,025
Special Assessments	0	0	0	0
Miscellaneous	312,694	0	312,694	1,854,270
Other Financing Sources	1,000,250	2,946,241	3,946,491	4,391,800
Transfers In	5,271,551	8,035	5,279,586	5,283,589
<b>Total Revenues and Other Sources</b>	<b>19,283,001</b>	<b>8,847,704</b>	<b>28,130,705</b>	<b>30,151,467</b>
<b>Expenditures and Other Financing Uses</b>				
Public Safety	5,331,775		5,331,775	6,533,920
Public Works	2,176,635		2,176,635	2,361,651
Health and Social Services	0		0	0
Culture and Recreation	1,518,087		1,518,087	1,711,032
Community and Economic Development	273,503		273,503	680,194
General Government	1,532,495		1,532,495	3,693,457
Debt Service	1,703,191		1,703,191	1,678,280
Capital Projects	322,420		322,420	390,952
<b>Total Governmental Activities Expenditures</b>	<b>12,858,106</b>	<b>0</b>	<b>12,858,106</b>	<b>17,049,486</b>
<b>BUSINESS TYPE ACTIVITIES</b>				
<b>Total All Expenditures</b>	<b>12,858,106</b>	<b>7,016,733</b>	<b>19,874,839</b>	<b>24,095,045</b>
Other Financing Uses	0	0	0	
Transfers Out	5,029,586	250,000	5,279,586	5,283,589
<b>Total All Expenditures/and Other Financing Uses</b>	<b>17,887,692</b>	<b>7,266,733</b>	<b>25,154,425</b>	<b>29,378,634</b>
<b>Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses</b>	<b>1,395,309</b>	<b>1,580,971</b>	<b>2,976,280</b>	<b>772,833</b>
Beginning Fund Balance July 1, 2020	4,332,580	3,508,988	7,841,568	7,841,568
Ending Fund Balance June 30, 2021	5,727,889	5,089,959	10,817,848	8,614,401

**NOTE** - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

<b>Indebtedness at June 30, 2021</b>		<b>Indebtedness at June 30, 2021</b>	
	<b>Amount</b>		<b>Amount</b>
General Obligation Debt	13,465,000	Other Long-Term Debt	0
Revenue Debt	12,537,241	Short-Term Debt	26,002,241
TIF Revenue Debt	0		
		General Obligation Debt Limit	32,587,009

**CERTIFICATION**

The forgoing report is correct to the best of my knowledge and belief

	<b>Publication</b> 10/26/2021
Signature of Preparer	
Printed name of Preparer	Phone Number
	Date Signed
Signature of Mayor or other City official (Name and Title)	

**PLEASE PUBLISH THIS PAGE ONLY**

REVENUE P2  
CITY OF KEOKUK  
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2021  
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
<b>Section A - Taxes</b>									
Taxes levied on property	2,394,923	1,982,725		623,548			5,001,196		5,001,196
Less: Uncollected Property Taxes - Levy Year							0		0
Net Current Property Taxes	2,394,923	1,982,725		623,548	0	0	5,001,196		5,001,196
Delinquent Property Taxes							0		0
<b>Total Property Tax</b>	<b>2,394,923</b>	<b>1,982,725</b>		<b>623,548</b>	<b>0</b>	<b>0</b>	<b>5,001,196</b>		<b>5,001,196</b>
<b>TIF Revenues</b>			1,247,593						1,247,593
<b>Other City Taxes</b>									
Utility Tax Replacement Excise Taxes	407,345	336,648		94,866			838,859		838,859
Utility Franchise Tax (Chapter 364.2, Code of Iowa)							0		0
Parimutuel Wager Tax							0		0
Gaming Wager Tax	403,582						403,582		403,582
Mobile Home Tax							0		0
Hotel / Motel Tax	190,841						190,841		190,841
Other Local Option Taxes		1,596,679					1,596,679		1,596,679
<b>Total Other City Taxes</b>	<b>1,001,768</b>	<b>1,933,327</b>		<b>94,866</b>	<b>0</b>	<b>0</b>	<b>3,029,961</b>	<b>0</b>	<b>3,029,961</b>
<b>Section B - Licenses and Permits</b>	113,257						113,257	2,590	115,847
<b>Section C - Use of Money and Property</b>									
Interest	78,536	1,972					80,508	66,386	146,894
Rents and Royalties	77,446	1,375					78,821	287,884	366,705
Other Miscellaneous Use of Money and Property							0		0
<b>Total Use of Money and Property</b>	<b>155,982</b>	<b>3,347</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>159,329</b>	<b>354,270</b>	<b>513,599</b>
<b>Section D - Intergovernmental</b>									
<b>Federal Grants and Reimbursements</b>									
Federal Grants	135,461				118,410		253,871		253,871
Community Development Block Grants							0	1,008	1,008
Housing and Urban Development							0		0
Public Assistance Grants							0		0
Payment in Lieu of Taxes							0		0
<b>Total Federal Grants and Reimbursements</b>	<b>135,461</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>118,410</b>	<b>0</b>	<b>253,871</b>	<b>1,008</b>	<b>254,879</b>

REVENUE P3  
CITY OF KEOKUK  
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2021  
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Section D - Intergovernmental - Continued</b>	41									41
<b>State Shared Revenues</b>	43									43
Road Use Taxes	44		1,613,359				1,613,359		1,613,359	44
<b>Other state grants and reimbursements</b>	48									48
State grants	49	267,336	4,060				271,396		271,396	49
Iowa Department of Transportation	50						0		0	50
Iowa Department of Natural Resources	51						0		0	51
Iowa Economic Development Authority	52		21,085				21,085		21,085	52
CEBA grants	53						0		0	53
Commercial & Industrial Replacement Claim	54	106,912	88,357	24,899			220,168		220,168	54
	55						0		0	55
	56						0		0	56
	57						0		0	57
	58						0		0	58
	59						0		0	59
<b>Total State</b>	60	374,248	1,726,861	0	24,899	0	2,126,008	0	2,126,008	60
<b>Local Grants and Reimbursements</b>										
County Contributions	63	296,071					296,071		296,071	63
Library Service	64		4,001				4,001		4,001	64
Township Contributions	65						0		0	65
Fire/EMT Service	66		19,160				19,160		19,160	66
	67						0		0	67
	68						0		0	68
	69						0		0	69
<b>Total Local Grants and Reimbursements</b>	70	296,071	23,161	0	0	0	319,232	0	319,232	70
<b>Total Intergovernmental (Sum of lines 33, 60, and 70)</b>	71	805,780	1,750,022	0	24,899	118,410	2,699,111	1,008	2,700,119	71
<b>Section E -Charges for Fees and Service</b>	72									72
Water	73						0		0	73
Sewer	74						0	4,106,747	4,106,747	74
Electric	75						0		0	75
Gas	76						0		0	76
Parking	77						0		0	77
Airport	78						0		0	78
Landfill/garbage	79						0	752,914	752,914	79
Hospital	80						0		0	80

REVENUE P4  
CITY OF  
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,  
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
<b>Section E - Charges for Fees and Service - Continued</b>	81								81
Transit	82						0		0 82
Cable TV	83						0		0 83
Internet	84						0		0 84
Telephone	85						0		0 85
Housing Authority	86						0		0 86
Storm Water	87						0		0 87
Other:	88								88
Nursing Home	89						0		0 89
Police Service Fees	90	5,541					5,541		5,541 90
Prisoner Care	91						0		0 91
Fire Service Charges	92	2,980					2,980		2,980 92
Ambulance Charges	93						0		0 93
Sidewalk Street Repair Charges	94						0		0 94
Housing and Urban Renewal Charges	95						0		0 95
River Port and Terminal Fees	96						0		0 96
Public Scales	97						0		0 97
Cemetery Charges	98						0		0 98
Library Charges	99	1,149					1,149		1,149 99
Park, Recreation, and Cultural Charges	100						0		0 100
Animal Control Charges	101						0		0 101
	102	274,282	161,805		2,302		438,389	675,899	1,114,288 102
	103						0		0 103
<b>Total Charges for Service</b>	104	283,952	161,805	0	0	2,302	448,059	5,535,560	5,983,619 104
<b>Section F - Special Assessments</b>	106								0 106
<b>Section G - Miscellaneous</b>	107								0 107
Contributions	108	164,529	22,022				186,551		186,551 108
Deposits and Sales/Fuel Tax Refunds	109	100					100		100 109
Sale of Property and Merchandise	110	111,146				6,000	117,146		117,146 110
Fines	111	8,897					8,897		8,897 111
Internal Service Charges	112						0		0 112
	113						0		0 113
	114						0		0 114
	115						0		0 115
	116						0		0 116
	117						0		0 117
	118						0		0 118
	119						0		0 119
<b>Total Miscellaneous</b>	120	284,672	22,022	0	0	0	312,694	0	312,694 120

REVENUE P5  
CITY OF  
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,  
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)</b>	121	5,040,334	5,853,248	1,247,593	743,313	120,712	6,000	13,011,200	5,893,428	18,904,628	121
<b>Section H - Other Financing Sources</b>	123										123
Proceeds of capital asset sales	124		250					250		250	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125	1,000,000						1,000,000	2,946,241	3,946,241	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	4,046,469						4,046,469	8,035	4,054,504	127
Internal TIF loans and transfers in	128		70,900		979,182	175,000		1,225,082		1,225,082	128
	129							0		0	129
	130							0		0	130
<b>Total Other Financing Sources</b>	131	5,046,469	71,150	0	979,182	175,000	0	6,271,801	2,954,276	9,226,077	131
<b>Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)</b>	132	10,086,803	5,924,398	1,247,593	1,722,495	295,712	6,000	19,283,001	8,847,704	28,130,705	132
<b>Beginning Fund Balance July 1, 2020</b>	134	1,395,295	2,547,366	44,601	466,253	-613,297	492,362	4,332,580	3,508,988	7,841,568	134
<b>Total Revenues and Other Financing Sources (Sum of lines 132 and 134)</b>	136	11,482,098	8,471,764	1,292,194	2,188,748	-317,585	498,362	23,615,581	12,356,692	35,972,273	136

EXPENDITURES P6  
CITY OF KEOKUK  
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2021  
NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f) (g))	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
<b>Section A - Public Safety</b>	1										1
Police Department/Crime Prevention	2	2,786,123						2,786,123		2,786,123	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5	85,088						85,088		85,088	5
Fire Department	6	2,083,848						2,083,848		2,083,848	6
Ambulance	7							0		0	7
Building Inspections	8	218,009						218,009		218,009	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	158,707						158,707		158,707	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
<b>Total Public Safety</b>	14	5,331,775	0		0	0	0	5,331,775		5,331,775	14
<b>Section B - Public Works</b>	15										15
Roads, Bridges, Sidewalks	16	8,940	816,915					825,855		825,855	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	171,406						171,406		171,406	18
Traffic Control Safety	19	77,241						77,241		77,241	19
Snow Removal	20		100,331					100,331		100,331	20
Highway Engineering	21							0		0	21
Street Cleaning	22		17,564					17,564		17,564	22
Airport (if not an enterprise)	23	357,435						357,435		357,435	23
Garbage (if not an enterprise)	24							0		0	24
Other Public Works	25	383,731	243,072					626,803		626,803	25
	26							0		0	26
	27							0		0	27
<b>Total Public Works</b>	28	998,753	1,177,882		0	0	0	2,176,635		2,176,635	28
<b>Section C - Health and Social Services</b>	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
<b>Total Health and Social Services</b>	39	0	0		0	0	0	0		0	39
<b>Section D - Culture and Recreation</b>	40										40
Library Services	41	515,300	21,925					537,225		537,225	41
Museum, Band, Theater	42	73,994						73,994		73,994	42
Parks	43	456,677						456,677		456,677	43
Recreation	44							0		0	44
Cemetery	45	230,951						230,951		230,951	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47	219,240						219,240		219,240	47
	48							0		0	48
	49							0		0	49
<b>Total Culture and Recreation</b>	50	1,496,162	21,925		0	0	0	1,518,087		1,518,087	50

**EXPENDITURES P7**

CITY OF  
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued  
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
<b>Section E - Community and Economic Development</b>	51										51
Community beautification	52							0		0	52
Economic development	53		146,370					146,370		146,370	53
Housing and urban renewal	54							0		0	54
Planning and zoning	55	125,826						125,826		125,826	55
Other community and economic development	56	1,307						1,307		1,307	56
TIF Rebates	57							0		0	57
	58							0		0	58
<b>Total Community and Economic Development</b>	59	127,133	146,370	0	0	0	0	273,503		273,503	59
<b>Section F - General Government</b>	60										60
Mayor, Council and City Manager	61	539,171						539,171		539,171	61
Clerk, Treasurer, Financial Administration	62	978						978		978	62
Elections	63							0		0	63
Legal Services and City Attorney	64	102,976						102,976		102,976	64
City Hall and General Buildings	65	608,328						608,328		608,328	65
Tort Liability	66	187,139						187,139		187,139	66
Other General Government	67	93,903						93,903		93,903	67
	68							0		0	68
	69							0		0	69
<b>Total General Government</b>	70	1,532,495	0		0	0	0	1,532,495		1,532,495	70
<b>Section G - Debt Service</b>	71			24,931	1,678,260			1,703,191		1,703,191	71
	72							0		0	72
	73							0		0	73
<b>Total Debt Service</b>	74	0	0	24,931	1,678,260	0	0	1,703,191		1,703,191	74
<b>Section H - Regular Capital Projects - Specify</b>	75										75
	76					322,420		322,420		322,420	76
	77							0		0	77
<b>Subtotal Regular Capital Projects</b>	78	0	0		0	322,420	0	322,420		322,420	78
<b>TIF Capital Projects - Specify</b>	79										79
	80							0		0	80
	81							0		0	81
<b>Subtotal TIF Capital Projects</b>	82	0	0		0	0	0	0		0	82
<b>Total Capital Projects</b>	83	0	0		0	322,420	0	322,420		322,420	83
<b>Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)</b>	84	9,486,318	1,346,177	24,931	1,678,260	322,420	0	12,858,106		12,858,106	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"



TO: Mayor and Council  
FROM: Cole S. O'Donnell  
DATE: October 18, 2021  
RE: Committee Nominations

**Vacancies**

**Rand Park Pavilion Board**

Vacancy Term to Expire 10/22/23

**GRAND THEATRE COMMISSION (Final notification. 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 (Final notification. Vote required.)**

**(3 YEAR TERM)**

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

**Resignation**

**CITY PLANNING COMMISSION (VOTE REQUIRED)**

**(5 YEAR TERM)**

Diane Bramhall-McWilliams Term to expire 05/14/2023

**RAND PARK PAVILION COMMISSION (Second notification. No vote required.)**

**(5 YEAR TERM)**

Kimberly Buerklin Term to expire 10/22/2025  
Joe Morgan Term to expire 10/22/2023



TO: Mayor and City Council  
FROM: Cole S. O'Donnell  
DATE: October 18, 2021  
RE: Administrator's Report

1. City Hall: The heavy rains last week provided a test of the roof. One leak was discovered in the event room due to wires from the AC unit. Schickendanz was on site the next day and Kraus corrected the problem. No damage was done. At the writing of this memo, we are still waiting on Per Mar to install the alarm system. They failed to schedule install in September and began last week. After three days they discovered the transmitter, they installed was bad. Unknown when they will have a replacement.
2. COVID Policy: Since we instituted the last COVID policy, Lee County has seen a steady decline in positive cases. If the trend continues through October 31<sup>st</sup>, I will lift the employee mask mandate. I need to know if the City Council wishes to lift the mandate for council meetings at the same time.