

**AGENDA**  
**COUNCIL WORKSHOP**  
**July 21, 2022**  
**IMMEDIATELY FOLLOWING REGULAR MEETING**

- (1) Wes Ames Presentation on Dormitories @ SCC.
- (2) Update on Electric Franchise Fees.
- (3) Discussion on Vacant Housing Registry Review.



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: July 18, 2022

RE: Electric Franchise Fees

During the discussion on enhancing General Fund revenues, it was proposed to implement utility franchise fees. Staff estimated a 2% fee on all user classes for both gas and electric services would generate \$760,000 in new revenue. Projections of both revenues and expenditures in General fund were made based on this number.

Local industries were contacted to inform them of the proposed fees. Two of the industries responded that the fees would be significant increases to their operational costs. While residential and commercial users would see a net 1% increase to their bills due to not having to pay the 1% local option sales tax (LOST), industrial users would see a full 2% increase as electric power usage is tax exempt when used in production. Further investigation revealed that the two industries would pay 90% of the industrial franchise fee (\$423,900).

During further discussions between staff and council, it was decided to set electric franchise fees at different rates for industrial and residential/commercial users. At 1% for industries and 3.5% for all others, projected revenue was \$730,000 annually. This was close to the original \$760,000 projection. The proposed fees were presented to Alliant Energy and the company informed the city that their billing system could not charge different rates for different classes of users. However, Alliant would work to modify their system to allow different rates, but it would take up to six months to make the change.

A compromise on the fee rates was reached where the fee would be set at 1.5% for all classes. At this rate, the projected annual revenue is \$570,000, well below the amount used in the revenue expenditure projections. The electric franchise allows the city to modify the franchise fee rate and it was stated that the city would move to modify the fees in July of 2022, with implementation in January of 2023. The modified rates would be set at the compromise rate of 1% for industries and 3.5% for all other classes.

The process for modifying the franchise fee is the same as implementing the fees. The steps are as follows:

- Council adopts a Revenue Purpose Statement indicating what the fees will be used for. The statement from 2021 is attached.
- Council sets a public hearing on the proposed fee.
- An ordinance with the fee change is introduced and passed.
- The ordinance is published and filed with the Iowa Utility Board.
- The revised fees are charged starting January 1, 2023.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING REVENUE PURPOSE STATEMENT FOR THE PURPOSE OF IMPOSITION OF UTILITY FRANCHISE FEES**

**WHEREAS**, as it has been deemed necessary to impose utility franchise fees on natural gas and electric providers servicing the City of Keokuk, Iowa; and

**WHEREAS**, Section 364.2 subsection (4)(f) of the Code of Iowa requires a municipality imposing utility franchise fees to adopt a Revenue Purpose Statement.

**NOW, THEREFORE BE IT RESOLVED** that the City Council for the City of Keokuk, Iowa hereby adopts the following Revenue Purpose Statement:

Pursuant to the provisions of Section 364.2 subsection (4)(f) of the Code of Iowa, the City of Keokuk hereby establishes the following purposes allowed under Iowa Code for which franchise fee revenues from its natural gas and electric franchises may be used or expended:

- a. Inspecting, supervising, and otherwise regulating each franchise approved by the City.
- b. The repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, buildings, and facilities.
- c. Projects designed to prevent or mitigate future disasters as defined in Iowa Code Section 29c.2.
- d. Energy conservation measures for low-income homeowners, low-income energy assistance programs, and weatherization programs.
- e. Public safety including the equipping of fire, police, emergency services, sanitation, street, and civil defense departments.
- f. The establishment, construction, reconstruction, repair, equipping, remodeling, and extension of public works, public utilities, and public transportation systems.
- g. The construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, public grounds, and the acquisition of real estate needed for such purposes.

h. Property tax abatements, building permit fee abatements, and abatement of other fees for property damaged by a disaster as defined in Iowa Code Section No. 29C.2

i. Economic development activities and projects.

**BE IT FURTHER RESOLVED** that the City Clerk shall publish the Revenue Purpose Statement, which publication shall be made in a legal newspaper of general circulation in the City.

**BE IT FURTHER RESOLVED** that all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

**PASSED, APPROVED, AND ADOPTED** this 15<sup>th</sup> day of July, 2021.

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Thomas L. Richardson, Mayor

ATTEST:

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Jean Ludwig, City Clerk

**ORDINANCE NO.**

**AN ORDINANCE ESTABLISHING A VACANT PROPERTY CODE**

**WHEREAS** the Keokuk City Council has identified a desire to adopt a Vacant Property Code as part of the strategic planning sessions; and

**WHEREAS** the City Council finds that there are now, and may be in the future, vacant property/buildings which are dilapidated, unsafe, unhygienic and /or inadequately maintained so as to create or contribute to blight and thus jeopardize the health, safety, prosperity and general welfare, thereby creating a public and /or private nuisance; and

**WHEREAS** the City seeks to facilitate the identification, inspection thereof, and to assure the property maintenance of vacant properties/buildings for the purpose of preserving and promoting the public health, safety, prosperity and general welfare, and to abate and prevent public and private nuisances and potential fire hazards.

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

**Section 1.** Chapter (insert) of the Code of Ordinances of the City of Keokuk Iowa is hereby created and shall be titled "Vacant Property Code", which shall read as follows:

CHAPTER (insert): VACANT PROPERTY CODE

Section # PURPOSE

It is the purpose and intent of this ordinance to establish a vacant property code registration and maintenance program as a mechanism of preserving and promoting the public health, safety, prosperity and general welfare, and to abate and prevent public and private nuisances and potential fire hazards and to providing for administration, enforcement and penalties. This ordinance applies to all property types in the City of Keokuk.

Section # DEFINITIONS

Definitions. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**Accessory Building/Structure.** A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principle building or structure or use of the land; i.e., a garden house, greenhouse, garage, carport or shed.

**Agent.** A designated representative of the property owner who may act on behalf of and make decisions for the owner with regards to the vacant property.

**Authorized Official.** The Community Development Director shall oversee the enforcement of this code. Other City staff including but not limited to, the Housing Official/Code Enforcement, Fire Chief and/or fire department personnel or Administrative Assistant may be designated to complete administrative work, inspections or assessments, or other necessary actions in order to ensure compliance. Third party contractors may also represent the City as needed to complete legal actions or specialized inspections or assessments.

**Building.** Any Structure used or intended for supporting or sheltering any use or occupancy.

**Dangerous Building.** A building is deemed to be dangerous if it meets the definitions set forth in § # or # .

**Exterior Premises.** The open space on the premises or the portion of the premises upon which there is not a structure.

**Good Repair.** "Good Repair" shall mean free from blight and hazardous conditions, clean and sanitary, and in safe condition.

**Illegally Occupied:** Shall include any occupancy in violation of City ordinances.

**Imminent Hazard.** A condition which could cause serious or life-threatening injury or death at any time.

**Junk.** Scrap metals or scrap materials, abandoned, dismantled or partially dismantled machinery, motor vehicles, other vehicles or appliances.

**Mixed Occupancy.** Occupancy of a structure in part for residential use and in part for some other use not accessory thereto.

**Occupant.** An occupant is any person who leases or lawfully resides in a building or premises, or a portion of a building or premises.

**Owner.** Any person having a title to the premises, or with a legal or equitable interest in the property, as recorded in the Office of the Recorder for Lee County, or as recorded on the Lee County assessment rolls.

**Partially Vacant.** A building or structure that has one (1) or more stories or dwelling units vacant.

**Responsible Person.** A natural person who is the owner, operator, agent or manager of any building, structure, or premises and is responsible for the property's maintenance and / or management.

**Refuse.** All garbage, rubbish, ashes or other substances offensive to sight or smell, dangerous to the public health or detrimental to the best interests of the community.

**Structure.** Anything constructed or erected, which requires location on the ground or attached to something having location on the ground.

**Unoccupied:** A building in which there is a lack of physical presence on a regular basis for the purpose for which it was erected or a building unfit for occupancy due to a failure to meet minimum standards set out by City ordinances. The storage of products and materials does not constitute occupancy unless authorized by the City zoning ordinance.

**Unsecured:** A building or portion of a building that is open to entry by unauthorized persons without the use of tools.

**Vacant Building.** A building or structure shall be deemed to be vacant if it is unoccupied and / or no person or persons currently resides in the building or operates a lawful business open regularly for business with the exception of holidays and seasonal businesses, and meets one or more of the following:

- (A) Unsecured or secured by means other than those used in the design of the building;
- (B) Declared unfit for occupancy as determined by the Building Official or other authorized representative;
- (C) Been deemed a dangerous and / or dilapidated building by the City of Keokuk;
- (D) Persistent housing, building, fire, health and safety, nuisance or zoning code violations; or
- (E) Lacks one or more utilities for a period of six (6) months.

Vacant buildings do not include any buildings being constructed pursuant to a valid building permit issued by the City of Keokuk and is progressing in accordance with timelines authorized under the issuance of the permit.

**Nuisance Vacant Lot.** A parcel of ground that does not contain a building or structure and has nuisance violations as defined in Chapter 5, Health & Sanitation.

**Vacant Property.** Includes both nuisance vacant lots and vacant buildings.

**Waste.** Shall mean garbage, ashes, rubbish, refuse or trash.

**Weeds.** Dense growth of all weeds, vines, brush or other vegetation which may constitute a health, safety or fire hazard.

#### Section # APPLICABILITY

**(A) General.** The provisions of this Chapter shall apply to all buildings in the City of Keokuk vacant for one hundred eighty (180) consecutive days, and all buildings which have been partially vacant for one hundred eighty (180) days, in any zoning district.

**(B) Conflict.** In any case where a provision of this Chapter is found to be in conflict with a provision of any other provisions of the Code of Ordinances, the provision which established the higher standard for the protection of the public health, safety, and welfare shall prevail.

**(C) Application of Other Ordinances.** Nothing contained herein shall be deemed to authorize the use of a structure or premises contrary to any other provision of the Code of Ordinances. Repairs, additions or alterations to a structure shall be done in accordance with the procedures and provisions of State and local laws. Nothing in this Section shall be construed to cancel, modify or set aside any provision of the City Zoning Ordinance or Building Code.

**(D) Existing Remedies.** The provisions in this Chapter shall not be construed to abolish or impair existing remedies of the City, or its officers or agencies, under State laws or this Code of Ordinances, including the Zoning Ordinance, relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary, or the abatement of public nuisances.

**(E) Historic Buildings.** The provisions of this Chapter shall apply to structures designated by the Federal Government, State or City as historic buildings. Any work to said structures shall also comply with current International Building Code or International Existing Building Code as applicable and as adopted by the City.

## Section # REGISTRATION REQUIRED

### **(A) Vacant Property Registration Required.**

- (1) The owner of any vacant building or nuisance vacant lot shall be required to register the property not later than ninety (90) days after any vacant property in the city becomes abandoned or vacant as defined in this chapter.

**(B) Vacant Property Registration Form.** The required form shall be completed by the property owner or agent and submitted to the Housing & Community Development Department. The owner/agent is responsible for updating the registration form annually and as changes occur.

The registration form shall require information including, but not be limited to, the following:

- (1) Contact information for all owners. If the owner does not reside within fifty (50) miles of the City of Keokuk, the owner shall provide the name, address, telephone number and email address of an agent who is available for service of process within fifty (50) miles. If the owner is other than a natural person or persons, the following shall apply, as appropriate:

- (a) If the owner is a corporation, limited liability company, limited or general partnership, the registration statement shall provide the names and residence addresses of all responsible persons and the name and business address of the registered agent for service of process appointed pursuant to Iowa Code.
- (b) If an estate, the name and business address of the personal representative of the estate.
- (c) If a trust, the names and addresses of the trustee or trustees.
- (d) If a partnership, the names and residence address of the partner or partners.

- (2) Contact information for a responsible person, as defined by this Chapter, who is a natural person who may be contacted at all times for inspections, emergency repairs, or maintenance, and who can respond to the vacant property when requested.

- (3) Proof of insurance coverage for the property including the following minimum amounts.

- (a) \$300,000 in general liability, and
- (b) Property coverage for all structures totaling two (2) times the current assessed value with a minimum coverage of \$50,000, or
- (c) If insurance is not able to be obtained a Bond in the amount of two (2) times the current assessed value with a minimum coverage of \$50,000 can be secured.
- (d) If neither insurance or bond is secured an Uninsured Property Fee will be charged annually.

- (4) Proposed plans for the property and corresponding timeline for action. This may include any new construction, redevelopment, rehabilitation or demolition plans for the property.

- (5) An acknowledgement by the owner/agent that grass and weeds shall not exceed a height of ten (10") inches and a plan for how the owner will comply with this requirement.

- (6) An acknowledgement by the owner that snow and ice shall be removed from the public right-of-way within twenty-four (24) hours of snowfall and a plan for how the owner will comply with this requirement.

**(C)** An acknowledgement by the applicant that the owner is aware of and understands the vacant property standards in this Chapter Section #

**(D) Vacant Property Registration Fee.** A *Registration Fee* shall be collected at the time of registration and annually per calendar year. Failure to register a vacant property will result in an *Unregistered Property Fee*. Uninsured properties will be charged an *Uninsured Property Fee*. All fees will be set by resolution.

## Section # VACANT PROPERTY STANDARDS

- (A) All vacant buildings subject to registration shall adequately protect the building from intrusion by trespassers and pests, and from deterioration by the weather. The buildings must also comply with the following standards:
- (1) **Building Openings.** Doors, windows and other openings shall be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken glass in doors, windows and other such openings shall be secured within forty eight (48) hours. All first floor or ground level windows, doors and openings shall be free of any nontraditional window covering, i.e. posters, paper, tarps, blankets, etc.
  - (2) **Waste Removal.** All waste, debris, rubbish, and garbage shall be removed from the exterior of the property and from areas visible from the public right-of-way such as porches, carports, or other open areas.
  - (3) **Roofs.** The roof and flashings shall be sound and tight, not admit moisture, or have defects which might admit moisture, rain, or roof draining and shall allow for sufficient drainage to prevent dampness or deterioration in the interior of the building.
  - (4) **Building Structure.** The building shall be maintained in good repair and structurally sound. The building shall be maintained in a sanitary manner and in a manner that does not pose a threat to the public health, safety and welfare.
  - (5) **Structural Members.** The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads.
  - (6) **Foundation Walls.** The foundation walls shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to the public health, safety and welfare, shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks, free from leaks, and be vermin proof.
  - (7) **Exterior Walls.** The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
  - (8) **Decorative Features.** The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be safe, anchored and in good repair. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
  - (9) **Overhanging Extensions.** All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
  - (10) **Appurtenance.** Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof shall be of sufficient strength or stability, and anchored so as to be capable of resisting wind pressure of one-half (1/2) of that specified in the building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the building code for such buildings.
  - (11) **Chimneys and Towers.** Chimneys, cooling towers, smokestacks and similar appurtenances shall be structurally safe and in good repair. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
  - (12) **Walkways.** Public walkways shall be in good repair, shall be safe for pedestrian

travel, and shall be free of snow and ice. Snow and ice removal shall be completed within twenty-four (24) hours of a snowfall.

- (13) **Accessory Building/Structures.** Accessory buildings and structures such as garages, sheds and fences shall be free from safety, health and fire hazards; and, shall comply with these Vacant Building Maintenance Standards.
- (14) **Exterior Premises.** The surrounding premises upon which the structure or building is located shall be clean, safe, sanitary, free from waste, rubbish, garbage, excessive vegetation, shall not be used for exterior storage, and shall not pose a threat to public health, welfare or safety.

#### Section # EXEMPTIONS

- (A) **Property actively listed for sale or lease.** A vacant property that is actively listed and offered for sale or lease shall be exempt from the registration requirement subject to the following conditions.
  - (1) After six (6) months of active listing, the property remains vacant, registration is required.
- (B) **Temporary Vacancy of Owner-Occupied Dwellings.** A vacant owner-occupied residential property where the owner resides in another State for less than six (6) months per calendar year shall be exempt from the registration requirement.

#### Section # VIOLATION AND ENFORCEMENT

- (A) **Inspection and Assessment.** The City is authorized to inspect and assess the property for compliance. Access to the interior of any building shall be with owner consent or by court order.
- (B) **Violations of this Chapter.** If the City determines the property is in violation of this Chapter, the City may notify the owner of the violation by providing a Notice of Violation regular and certified mail. The Notice of Violation shall identify the sections in violation, a corrective action and a time frame for compliance.
- (C) **Violations of other applicable City Codes.** The property shall be subject to complying with other applicable City Codes including Nuisance, Property Maintenance, Zoning, Building, Fire, etc. Violations of other applicable codes will follow the enforcement procedures outlined within the appropriate chapter.
- (D) **Failure to Comply.** If the owner fails to make the corrective action within the specified time frame the City may pursue further legal action in accordance with the City Code of Ordinances Section # PENALTY.

Section # APPEALS

- (A) **Appeals.** The owner shall have the right to appeal a Notice of Violation by the authorized official to the Building Board of Appeals.
- (1) **Written Request for Appeal.** A written request for an appeal must be submitted within thirty (30) calendar days form the date on the Notice of Violation to the Housing & Community Development Director. The written request shall include the following:
    - (a) Date
    - (b) Owner’s name,
    - (c) Owner’s address,
    - (d) Owner’s phone number,
    - (e) Property address or parcel number,
    - (f) Information supporting the owner’s position,
  - (2) **Appeal Hearing.** Upon receipt of the written request for an appeal, the authorized official will set a hearing date and time with the Building and Housing Appeals Board and notify the owner in writing of said hearing.
  - (3) **Written Decision.** A written decision of the Building and Housing Appeals Board of will be sent to the owner.
  - (4) **Appeal of Board’s Decision.** Any appeal to the decision of the Building and Housing Appeals Board shall be through the District Court of Lee County.

**Section 2.** This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed this \_\_\_\_\_ day of Date and signed this \_\_\_\_\_ day of Date.

CITY OF KEOKUK, IOWA

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
, City Clerk

**AGENDA**  
**CITY COUNCIL MEETING**  
**July 21, 2022**  
**501 Main Street**  
**5:30 P.M.**

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
  - Minutes of the Council Workshop & Regular City Council meeting of July 7, 2022;
  - Minutes of the Safety Committee meeting of July 14, 2022;
  - Cash Receipts & Treasurer's Report for June 2022;
  - Resolution approving a 5-day Liquor License for Rollin' On The River, Mississippi Drive (Victory Park), August 18-22, 2022 – Class C Liquor License (pending dram);
  - Resolution approving a 5-day Liquor License for Lake Cooper Foundation (Big Dam Street Festival) 8 North Water Street (Victory Park), August 24-28, 2022 – Class B Beer Permit;
  - Motion to pay bills and transfers listed in Register No.'s 5283-5285;
7. (a) Now is the time and place for a public hearing on the status of funded activities for the City of Keokuk, CDBG, housing sustainability rehabilitation program. A public hearing notice was published in the Daily Gate City on Friday, July 8, 2022.
8. Motion to approve the second reading of an Ordinance amendment to zoning ordinance adding homeless shelter to special uses.
9. Motion to approve the initial reading of an Ordinance amending Chapter 9.90 regarding operation of off-road utility vehicles and gold carts.
10. Consider resolution approving contract for services for the River Front Trails with Shoemaker & Haaland
11. Motion to approve the resignation of Linda Marsden from the City Council 5<sup>th</sup> Ward.
12. Motion to fill vacancy in the 5<sup>th</sup> Ward City Council.
13. Boards & Commissions:
14. Council Liaison Reports:
15. Staff Reports:
16. New Business:
17. Adjourn Meeting.

**MINUTES**  
**COUNCIL WORKSHOP**  
**July 7, 2022**  
**IMMEDIATELY FOLLOWING REGULAR MEETING**

PRESENT: Mahoney, Crenshaw, Altheide, Garcia, Winn, Helenthal (by phone), Andrews, Marsden, Bryant, and Greenwald.

STAFF PRESENT: O'Donnell, El Anfaoui, Helenthal, Broomhall, Clark, as well as other city employees.

Council reviewed current purchasing policy and discussed potential changes. Broomhall gave details regarding a proposal to update the zoning code.

Adjourned meeting at 7:24 p.m.

**MINUTES  
CITY COUNCIL MEETING  
July 7, 2022  
501 Main Street  
5:30 P.M.**

The City Council of the City of Keokuk met in regular session on July 7, 2022 at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were nine council members present, none absent. Carissa Crenshaw, Linda Altheide, Roslyn Garcia, Dan Winn, John Helenthal (via phone) Steve Andrews, Linda Marsden, Roger Bryant, and Michael Greenwald were present. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Celeste El Anfaoui, Public Works Director Robert Helenthal, Community Development Director Pam Broomhall, Sewer Department Manager Michael Clark, Parks, Bridge, Cemetery & Sanitation Manager Bob Weis as well as other city employees.

**MAYOR'S CORRESPONDENCE:** Informed of upcoming events in Keokuk and surrounding areas.

**CITIZEN'S REQUEST:** Nathan Fox expressed concerns regarding neighboring property. Chad Nye requested council to consider a realignment to Lincoln Avenue. Amanda Rogers gave information regarding The Best You Coalition.

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

- Minutes of the Council Workshop & Regular City Council meeting of June 16, 2022;
- Minutes of the Safety Committee meeting of June 16, 2022;
- **RESOLUTION NO. 100-2022:** Approving a Liquor License for Arrowhead Bowl, 3535 Main Street, effective August 1, 2022 - Class C Liquor License, with Sunday Sales;
- Special Event Permit for Jon Morris, Firework Display @ 1025 Cleveland Ave., Saturday, August 6, 2022, 2 p.m. – 11:00 p.m.;
- Motion to pay bills and transfers listed in Register No.'s 5280-5282;

Mayor Mahoney opened the public hearing at 5:56 p.m. on a request to amend Title 20 of the Keokuk Municipal Code by adding homeless shelters as special uses. A public hearing notice was published in the Daily Gate City on Monday, June 20, 2022.

**COMMENTS:** Broomhall gave overview.

No further comments were received, Mayor Mahoney closed the public hearing at 6:00 p.m.

Motion made by Greenwald, second by Winn to approve the initial reading of an Ordinance amendment to zoning ordinance adding homeless shelter to special uses.

Roll Call Vote: (9) AYES – Crenshaw, Garcia, Helenthal, Marsden, Greenwald, Altheide, Winn, Andrews, and Bryant, (0) NAYS. Motion carried.

Mayor Mahoney opened the public hearing at 6:02 p.m. of disposal and transfer of real estate (415 Blondeau) interests of the city by sealed bid. A public hearing notice was published in the Daily Gate City on June 20, 2022.

**COMMENTS:** Broomhall gave overview.

No further comments were received, Mayor Mahoney closed the public hearing at 6:04 p.m.

Motion made by Winn, second by Garcia to approve the following proposed **RESOLUTION NO. 101-2022**: “A RESOLUTION DISPOSING OF PROPERTY AT 415 BLONDEAU STREET.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, second by Garcia to approve third/final reading of an amended Ordinance amending the employee residency requirements. Council discussed.

Roll Call Vote: (1) AYES – Helenthal (8) NAYS - Crenshaw, Garcia, Marsden, Greenwald, Altheide, Winn, Andrews, and Bryant, Motion failed 1-8.

Motion made by Bryant, second by Marsden to approve the initial reading of an Ordinance repealing section 1.08, describing the corporate limits of the City of Keokuk, Lee County, Iowa and enacting a new section 1.08.

Roll Call Vote: (9) AYES – Crenshaw, Garcia, Helenthal, Marsden, Greenwald, Altheide, Winn, Andrews, and Bryant, (0) NAYS. Motion carried.

Motion made by Helenthal, second by Greenwald to waive the second and third reading of an Ordinance repealing section 1.08, describing the corporate limits of the City of Keokuk, Lee County, Iowa and enacting a new section 1.08.

Roll Call Vote: (9) AYES – Crenshaw, Garcia, Helenthal, Marsden, Greenwald, Altheide, Winn, Andrews, and Bryant, (0) NAYS. Motion carried.

Motion made by Winn, second by Garcia to adopt and give final approval of **ORDINANCE NO. 2028** repealing section 1.08, describing the corporate limits of the City of Keokuk, Lee County, Iowa and enacting a new section 1.08. (9) AYES, (0) NAYS. Motion carried.

Motion made by Marsden, second by Winn to approve the initial reading of an Ordinance amending Chapter 1.12 -Wards 1-7.

Roll Call Vote: (9) AYES – Crenshaw, Garcia, Helenthal, Marsden, Greenwald, Altheide, Winn, Andrews, and Bryant, (0) NAYS. Motion carried.

Motion made by Winn, second by Garcia to waive the second and third reading of an Ordinance amending Chapter 1.12 -Wards 1-7.

Roll Call Vote: (9) AYES – Crenshaw, Garcia, Helenthal, Marsden, Greenwald, Altheide, Winn, Andrews, and Bryant, (0) NAYS. Motion carried.

Motion made by Winn , second by Garcia to adopt and give final approval of **ORDINANCE NO. 2029** amending Chapter 1.12 – Wards 1-7. (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Marsden to approve the following proposed **RESOLUTION NO. 102-2022**: “A RESOLUTION ACCEPTING PROPOSAL AND APPROVING CODIFICATION AGREEMENT WITH AMERICAN LEGAL PUBLISHING CORPORATION FOR PROFESSIONAL SERVICES FOR THE RECODIFICATION FO THE CITY MUNICIPAL CODE BOOK.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Winn to approve the following proposed **RESOLUTION NO. 103-2022**: “A RESOLUTION SETTING A TIME & PLACE TO CONDUCT A PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE CITY OF KEOKUK, CDBG, HOUSING SUSTAINABILITY REHABILITATION PROGRAM.” (9) AYES, (0) NAYS. Motion carried.

**Motion** made by Helenthal, second by Bryant to approve the exception to permit the Leggett memorial to remain in Oakland Cemetery. (9) AYES, (0) NAYS. Motion carried.

**BOARDS & COMMISSIONS:** Final notification for Dustin Cackley to Veterans Memorial Commission, 5-year term to expire 6/1/2027. Final notification for Sylvia Mills-Echols to Keokuk Housing Authority, 2-year term to expire 9/5/2024.

Resignation of Mike Hausch from Keokuk Municipal Waterworks, 6-year term to expire 11/1/2023.

**Motion** to approve all above by Garcia, second by Winn. (9) AYES, (0) NAYS. Motion carried.

First notification for Tom Odegaard to Veterans Memorial Commission, 5-year term to expire 6/1/2027.

**COUNCIL LIAISON REPORTS:** Marsden updated on Main Street Keokuk events, Greenwald informed Keokuk Cultural and Entertainment District invited him to be their liaison.

**STAFF REPORTS:** Helenthal reported on public work, Broomhall reported on community development, O'Donnell updated on status of ADM consent order, South 18<sup>th</sup> street Road Of Honor project, and catalyst grant for the 600 Main Street buildings.

Motion made by Winn, second by Garcia to adjourn the meeting at 6:50 p.m.

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K. A. Mahoney, Mayor

Attest: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk

**CITY OF KEOKUK**  
**SAFETY COMMITTEE MEETING MINUTES**  
**Thursday, July 14, 2022**  
**8:30AM**

Meeting called to order at 8:36 am.

**In Attendance:** Masterson, Mahoney, Maerz.

Masterson read the minutes from the June meeting.

Motion to approve the minutes lack of attendance, not voted.

**OLD BUSINESS:**

Follow up on items:

- Make sure employees are staying hydrated during the summer heat and wearing sunscreen when working outside. Be aware of symptoms of heat exhaustion and let your manager know if you need any supplies to prevent accidents.

**NEW BUSINESS**

Monthly Safety audit forms for the 3<sup>rd</sup> quarter of 2022 has been put into all department mailboxes. I received Street & Vehicle Maintenance audit forms.

There is new accident and injury report form that have been send to all public works departments. Please fill them out when there is an accident and give a copy to Robert and myself. If you need a copy of this form Robert or myself can provide you with one.

Monthly SCC Training.

June – Lead & Asbestos Awareness

July – Housekeeping & Ladder Safety

New Business: Robert has a new accident and injury report form to give out to all Public Works and W.P.C. managers. When an accident occurs, the form needs to be filled out and a copy send to Robert and Shannon. Officer Mortimer took a copy to the Police department.

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

There was one Company Nurse report.

Set the date of Thursday, August 25, 2022, for the next meeting.

There being no further business, Mahoney made a motion to adjourn, second by Maerz. Meeting adjourned at 8:41 am.

Respectfully submitted by Shannon Masterson.

**CASH RECEIPTS FOR THE MONTH OF  
June, 2022**

General Fund	\$	2,523,496.55
Park Maint. / Improv. Total	\$	6,716.16
Road Use Tax	\$	173,604.27
Employee Benefit Total	\$	42,174.58
Emergency Tax Levy Total	\$	1,624.12
Sales Tax Human Dev Total	\$	126,186.94
Tax Increment Financing Total	\$	2,967.24
Economic Development Total	\$	37,081.00
Library Trust Total	\$	3,536.35
Debt Service Total	\$	309,228.89
Capital Improv Purchase Total	\$	15,000.00
Capital Equip Purchase Total	\$	350,438.00
Perpetual Care Total	\$	800.00
WPC Maint/Operation Total	\$	642,643.28
WPC Impr Reserve Total	\$	32.27
Sewer Improv Reserve Total	\$	1,830,172.96
Solid Waste Total	\$	148,518.48
Municipal Bridge Total	\$	31,733.37
Internal Service Fund Total	\$	60,861.64
<b>TOTAL</b>	<b>\$</b>	<b>6,306,816.10</b>

**TREASURER'S REPORT**  
**CALENDAR 6/2022, FISCAL 12/2022**

HOL FUND#	TITLE	LAST REPORT ON HAND	EXPENSES	REVENUE	BALANCE
001	GENERAL	626,010.76	1,170,883.90	2,523,496.55	2,257,656.79
002	PARK MAINT/IMPROV	380,732.32	54,358.53	6,716.16	387,448.48
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	12,800.78
110	ROAD USE	1,362,554.37	297,709.56	173,604.27	1,441,466.12
112	EMPLOYEE BENEFIT	1,966,018.58	1,092,747.11	42,174.58	803,814.16
119	EMER - TAX LEVY	122,450.84	92,096.17	1,624.12	124,074.96
121	SALES TAX - HUMAN DEV	1,369,367.86	899,446.92	126,186.94	810,515.80
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	538,734.64	499,520.88	2,967.24	153,632.42-
160	ECONOMIC DEVELOPMENT	132,897.66	57,806.83	37,081.00	169,940.16
167	LIBRARY TRUST	95,018.62	33,690.38	3,536.35	98,554.97
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	1,051.17
169	MARY E TOLMIE FUND	86,794.69	2,004.28	.00	86,794.69
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	749,352.27	749,352.27	.00	465,385.27
200	DEBT SERVICE	286,387.44-	487,646.07-	309,228.89	22,241.45
301	CAPITAL IMPROV PROJECTS	240,294.93	5,408.25-	15,000.00	254,590.28
302	RIVERFRONT BARGE	109,113.17	.00	.00	109,113.17
303	CAP EQUIP PURCHASES	726,524.55-	617,789.76	350,438.00	394,435.46-
304	CAPITAL PROJECT	125,313.82-	46,544.20-	.00	143,560.37-
500	PERPETUAL CARE	504,761.56	7,200.00	800.00	505,561.56
610	WPC MAINT/OPERATION	6,221,668.57	2,997,687.85	642,643.28	5,744,332.13
611	WPC IMPR RESERVE	88,352.64	215.98	32.27	88,384.91
612	SEWER MAINT EQUIP REPL	98,967.69-	36,935.36-	.00	153,918.69-
613	WAT POL CONTR CAP	.00	.00	.00	.00
614	SEWER IMPROV RESERVE	2,620,608.83-	1,741,419.24	1,830,172.96	795,221.87-
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	1,157,219.40
670	SOLID WASTE	198,173.12	144,280.93	148,518.48	210,396.16
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,271,052.51	65,359.34-	31,733.37	2,231,591.15
810	INTERNAL SERVICE FUND	19,939.38-	30,958.08	60,861.64	21,318.70-
	Report Total	14,357,748.75	9,847,275.45	6,306,816.10	15,321,916.05

**RESOLUTION NO.**

**A RESOLUTION FOR A LIQUOR LICENSE FOR ROLLIN' ON THE RIVER,  
INC.**

**WHEREAS**, Application has been made by Rollin' On The River Inc. for a Class C Liquor License with Outdoor Service for Rollin' on the River, Inc., Mississippi Drive;  
**AND**

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

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

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

**THAT**, Rollin' On The River Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Outdoor Service for Rollin' on the River, Inc., Mississippi Drive, effective August 18-22, 2022 (5-day permit), be approved and endorsed to the Iowa Alcoholic Beverage Division (pending-in progress).

Passed this 21<sup>st</sup> day of July, 2022.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
K. A. Mahoney, Mayor

ATTEST: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk

**RESOLUTION NO.**

**A RESOLUTION APPROVING A 5-DAY LIQUOR LICENSE FOR LAKE COOPER FOUNDATION**

**WHEREAS**, Application has been made by Lake Cooper Foundation for a Class B Beer Permit for Lake Cooper Foundation (Big Dam Street Festival), 8 North Water Street; **AND**

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

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

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

**THAT**, Lake Cooper Foundation has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class B Beer Permit for Lake Cooper Foundation (Big Dam Street Festival), 8 North Water Street, effective August 24-28, 2022 (5-day permit), be approved and endorsed to the Iowa Alcoholic Beverage Division (pending-in progress).

Passed this 21<sup>ST</sup> day of July, 2022.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
K. A. Mahoney, Mayor

ATTEST: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF JULY 21, 2022.

**REGISTER NO. 5283**

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 18,491.26
AMI PIPE & SUPPLY	WPC SUPPLIES	\$ 127.80
KEOKUK MUNICIPAL WATER WORKS	SEWER/GARBAGE BILLING	\$ 1,865.00
GATE CITY PUBLISHING	PUBLICATIONS	\$ 999.88
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 127.50
JIM BAIER, INC	PARTS	\$ 460.50
HARTRICK'S LUMBER	SUPPLIES	\$ 308.15
ERIC E. SUTER	SERVICE CALL	\$ 260.00
KRICHEL'S ANIMAL HOSPITAL	SERVICE ANIMAL CONTROL	\$ 159.26
RIVER CITY PARTS, INC.	PARTS	\$ 130.20
LAWSON PRODUCTS, INC.	WPC SUPPLIES	\$ 427.42
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 614.25
SHERWIN-WILLIAMS CO.	SUPPLIES/PAINT	\$ 42.17
ACCESS SYSTEMS	MAINTENANCE AGREEMENT	\$ 103.12
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 150.10
TASKE FORCE, INC.	TEMPORARY HELP	\$ 3,645.00
ALLIANT	ELECTRIC BILL	\$ 55,055.66
HACH COMPANY	LAB SUPPLIES	\$ 729.15
CENTURY LINK	SERVICE	\$ 880.90
PRINCIPAL LIFE INSURANCE CO.	DISABILITY/ LIFE INS.	\$ 1,244.40
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 14,309.94
AIRGAS USA, LLC	SEWER DEPT SUPPLIES	\$ 12.56
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 10,128.13
TRUCK REPAIR, INC	PARTS	\$ 27.93
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 31.05
KEOKUK CONTRACTORS, INC	RAINBO DRIVE LIFT PAY 2	\$ 60,169.20
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 2,711.50
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$ 700.00
ENDERLE HEATING & A/C COMPANY	SERVICE CALL/LABOR @ POLICE	\$ 454.83
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$ 4,734.50
SHOTTENKIRK, INC	PARTS	\$ 8.41
GOLDSTEIN-SCHWARTZ, INC	SEWER SUPPLIES/FREIGHT	\$ 77.76
SECRETARY OF STATE	NOTARY PUBLIC	\$ 30.00
RAIRDEN AUTO SALVAGE AND	TOWING SERVICE	\$ 60.00
OVERHEAD DOOR COMPANY OF	LABOR/MATERIALS	\$ 1,742.26
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 981.09
L & W QUARRIES	WASHED CHIPS	\$ 1,360.93
YOUNGGREN SHOES	WORK BOOTS	\$ 120.00
PIPER JAFFRAY & CO.	DISSEMINATION AGENT FY2021	\$ 1,000.00
RANDY WINN	REIMB.HEALTH INSURANCE PREMIUM	\$ 845.00
CHEMSEARCH	WPC SUPPLIES	\$ 783.65

**REGISTER NO. 5284**

FASTENAL COMPANY	PARTS/SUPPLIES	\$ 45.23
USA BLUE BOOK	WPC SUPPLIES	\$ 50.80
FRANK MILLARD & CO., INC.	LABOR/MATERIALS @ CITY HALL	\$ 1,360.00
AT&T MOBILITY	POLICE CELL PHONE SERVICE	\$ 758.97
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 1,942.66
STRATEGIC INSIGHTS INC.	LICENSE RENEWAL CAP PLANNING	\$ 1,937.50
DOUBLE A" GLASS L.L.C. "	LABOR/MATERIALS TOLMIE PARK	\$ 780.50
WISS & WISS EQUIPMENT INC.	PARTS	\$ 155.24
CAPITAL ONE	LIBRARY SUPPLIES	\$ 51.42
FIRE SERVICE TRAINING BUREAU	FIRE RE-CERTIFICATION	\$ 480.95
MUNICIPAL SUPPLY, INC.	CREDIT MEMO	\$ (584.20)
STANLEY CONSULTANTS INC.	WPC SLUDGE DEWATERING PILOT	\$ 6,598.40
MEDIACOM	SERVICE	\$ 295.53
LEXISNEXIS RISK SOLUTIONS	KEOKUK POLICE DEPARTMENT	\$ 138.40
NATIONAL FIRE SAFETY COUNCIL	SPONSOR	\$ 100.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$ 227,889.73
RELIABLE PEST SOLUTIONS	PEST CONTROL	\$ 205.15
KEDC	URBAN REWEWAL PROJECTS FY21/22	\$ 60,000.00
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$ 306.50
HALL & ASSOCIATES	PROFESSIONAL SERVICES CSO	\$ 6,228.75
WEST CENTRAL FS INC.	BULK OIL	\$ 1,582.90
VERIZON WIRELESS	CELL PHONE SERVICE	\$ 188.77
ASKEW SCIENTIFIC CONSULTING	PROFESSIONAL SERVICES WPC	\$ 4,790.60
ACCO	POOL CHEMICALS	\$ 983.60
DARKSIDE TINT & GRAPHIX	VERITY SHIRTS	\$ 516.00
KIRKHAM MICHAEL	RIVER ROAD REHABILITATION	\$ 2,379.00
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 5,779.40
TECHSOUP	LIBRARY SUPPLIES	\$ 165.00
INTERSTATE BILLING SERVICE,INC	PARTS	\$ 15.61
CELESTE EL ANFAOUI	REIMBURSE MILEAGE	\$ 28.75
CINTAS CORPORATION #342	UNIFORM SERVICES	\$ 2,729.28
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 38.59
GPM ENVIRONMENTAL SOLUTIONS	WPC MATERIALS/FREIGHT	\$ 14,741.00
COMMERCIAL CONTRACTING	LABOR/EQUIP @ WPC	\$ 7,525.00
ICONNECTYOU	SERVICE	\$ 827.19
IMPACT7G	PROFESSIONAL SERVICES	\$ 2,600.00
MIDWEST INDUSTRIAL SERVICES	LABOR/MATERIALS ANIMAL SHELTER	\$ 636.25
IA DEPT OF NATURAL RESOURCES	WPC LAB CERTIFICATION	\$ 2,800.00
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 13,003.34
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
NEWBERRY LANDSCAPING LLC	MOW VARIOUS PROPERTIES	\$ 1,430.00
GREATAMERICA FINANCIAL SVCS.	POLICE DEPT LEASE AGREEMENT	\$ 246.08
ASCENT AVIATION GROUP INC	AIRPORT SOFTWARE SERVICE FEE	\$ 360.00
LIVE VOICE	ANSWERING SERVICE	\$ 361.73
SHARED IT INC	IT SERVICES	\$ 1,563.20

**REGISTER NO. 5285**

ADVANCED RADIOLOGY SC	MEDICAL SERVICES	\$ 30.98
BRONSON BYBEE	REPAIRS @ GRAND THEATER	\$ 94.29
VERTICAL COMMUNICATIONS	SERVICE	\$ 206.74
BLESSING HEALTH KEOKUK CLINIC	MEDICAL SERVICES	\$ 1,261.00
SCOTT'S ULTRA CLEAN LLC	JANITORIAL SERVICE @ POLICE	\$ 430.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 365.84
REX OTT	AIRPORT MOWING/MAINTENANCE	\$ 390.00
COMMUNITY ACTION OF	ARPA FUNDS ASSISTANCE	\$ 32,000.00
RECREONICS	POOL SUPPLIES/FREIGHT	\$ 646.34
UPS	WPC SHIPPING	\$ 40.55
CIVICPLUS LLC	MUNICODE ADMIN SUPPORT FEE	\$ 350.00
		\$ 596,559.02



# COUNCIL ACTION FORM

Date: July 17, 2022

Presented By: SEIRPC Staff

Subject: Hold public hearing - Status of funded activities Agenda Item: 7a

## Description:

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, a public hearing to discuss the status of funding for the Housing Sustainability Rehabilitation grant shall be held. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority.

## FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES  NO  CIP Project Number: \_\_\_\_\_





# COUNCIL ACTION FORM

Date: July 18, 2022

Presented By: Broomhall

Subject: 2nd reading- Add homeless shelters as special use Agenda Item: 8

## Description:

City Council approved the 1st reading to add homeless shelters as a special use and to establish standards, procedures and locations. As stated at that meeting the planning commission approved an R-3, two family along with F-1 townhouse, F-2 Condominium districts. Homeless shelters for up to 35 individuals would be more compatible with a multiple family or commercial district.

Staff recommends that Council amend Section 20.68.070 – 3 (a) of the proposed code be amended as follows prior to approving the 2nd reading

a. May be located in an R-4, Multiple family dwelling district and any commercially zoned district, when issued a special use permit by the Keokuk Zoning Board of Adjustment.

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



**ORDINANCE NO.**

**AN ORDINANCE AMENDING TITLE 20 OF THE KEOKUK MUNICIPAL CODE BY  
ADDING SUBSECTION (28) HOMELESS SHELTERS TO SECTION 20.68.040,  
DESIGNATED SPECIAL USES AND SECTION 20.68.070, ESTABLISHING  
STANDARDS AND PROCEDURES FOR THE LOCATION AND OPERATION OF  
HOMELESS SHELTERS.**

**Section 1.** The Municipal Code is hereby amended by adding Subsection (28) to Section 20.68.040 Special uses designated, to read as follows:

**(28)** Homeless Shelters as provided in Section 20.68.070

**Section 2.** The Municipal Code is hereby amended by adding a new Section 20.68.070 Homeless shelters to read as follows:

**20.68.070 – Homeless Shelters**

**This section establishes standards and procedures for the location and operation of homeless shelters.**

**1. Definitions**

- a. **Homeless person** shall mean an individual who, or family which, lacks a fixed, regular and/or adequate nighttime residence, here within referred to as client.
- b. **Homeless shelter** shall mean emergency housing with minimal supportive services for homeless persons that is intended for temporary occupancy by a homeless person.
- c. **Emergency Warming/Cooling Center** A warming/cooling center is a short-term emergency shelter that operates when temperatures or a combination of precipitation, wind chill, wind and temperature become dangerously inclement. The paramount purpose is the prevention of death and injury from exposure to the element. shall be considered an accessory use to the primary use of the property when located in a public building, church or place of worship.

**2. Permit required.**

No person shall operate a homeless shelter within the corporate boundaries without a valid special use permit issued by the Board of Adjustment. **Exception:** Emergency Warming/Cooling Center may operate as specified in Section 20.68.070 (4)(A) in a church or other place of worship or designated public building when temperatures fall below 32° during the months of November through April, or when temperatures are above 100° during the day and 85° during night hours.

**3. Location**

- a. May be located in an R-3, two family dwelling district, R-4, Multiple family dwelling district, F-1, Townhouse, F-2, Condominium, and any commercially zoned district, when issued a special use permit by the Keokuk Zoning Board of Adjustment.
- b. A minimum distance of 1000 feet shall be maintained between all Homeless shelters within a residential district.

**4. Development and Operation Standards**

**A. Emergency Warming/Cooling Center.**

Shall be considered as accessory uses to the primary use when located in a church or other place of worship or designated public building. An Emergency Warming/Cooling Center may operate:

- (i) An emergency warming center may operate when temperatures fall below 32° during the months of November through April, or when temperatures are above 100° during the day and 85° during night hours.
- (ii) May serve up to thirty-five (35) individuals, not including staff/volunteers.
- (iii) Shall provide at least two (2) employees and/or volunteers on the premises during all operational hours.
- (iv) Submit a safety and management plan to the City of Keokuk for review and approval by the Community Development Director, Police and Fire Chiefs.

**B. Homeless Shelter/Facilities**

- (i) May serve up to (35) thirty-five clients, not including staff/volunteers.
- (ii) Adequate management, support staff and security must be present during the hours of operation of the Homeless shelter. A minimum of two employees and/or volunteers one being a supervisory level staff member must be present on the site during hours of operation. Management staff must make best efforts to ensure that loitering does not occur on the property during off-hours and must ensure that clients are not creating a nuisance to the neighborhood.
- (iii) Homeless shelters shall comply with all adopted Building and Fire Codes, including maximum occupancy restrictions.
- (iv) Bicycle racks shall be provided.
- (v) A designated outdoor smoking area (not within public right of way).
- (vi) A designated location should be provided for adequate waste receptacles.
- (vii) Homeless shelters shall not be permitted within the first floor of a commercial district, exception of emergency warming center.
- (viii) Off-street parking shall be provided at a rate of one (1) vehicle parking space per employee/volunteer plus one vehicle parking space for every six (6) beds.
- (ix) *Management Plan* shall be submitted with the application for special use permit that addresses the following items:
  - (1) A narrative description of the nature and characteristics of the use and description of all supportive services provided.
  - (2) A client identification process.
  - (3) An emergency/security/safety plan that addresses security for staff, volunteers and clients as well as how responses to medical and other emergencies will be handled.
  - (4) An outline of the “rules of conduct” for clients.
  - (5) A communication plan that establishes how the shelter will regularly communicate with City and neighbors.
  - (6) A staffing plan noting the number of employees per clients during daytime and nighttime operating hours.
  - (7) Hours of operation and standard lights-out.

**5. Revocation of Permits:** The special use permit for the operation of a homeless shelter may be revoked at any time by the Board of Adjustment upon a determination that it is in violation of the standards of this Section or any other City Code requirement.

**6. Certificate of Occupancy:** Prior to establishing a homeless shelter as a use, an application for and approval of a new certificate of occupancy is required, including compliance with building and fire codes.

**Section 3.** All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4.** After the second reading and passage of this ordinance the same shall remain on file with the City Clerk for ten (10) days before it shall come on for final adoption and thereafter upon such final adoption as evidenced by a resolution to that effect this ordinance shall be published once in the Daily Gate City, a newspaper of general circulation and after such final adoption take effect from the date of publication.

Initial reading by the Keokuk City Council on this 7<sup>th</sup> day of July, 2022.

CITY OF KEOKUK, LEE COUNTY, IOWA

\_\_\_\_\_  
K.A. Mahoney, Mayor

ATTEST: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk

ROLL CALL: CRENSHAW – AYE ALTHEIDE – AYE GARCIA – AYE  
WINN – AYE HELENTAL – AYE ANDREWS – AYE MARSDEN – AYE  
BRYANT – AYE GREENWALD – AYE

AYES - 9

NAYS – 0

ABSENT – 0

Second reading by the Keokuk City Council on this 21<sup>st</sup> day of July, 2022.

CITY OF KEOKUK, LEE COUNTY, IOWA

\_\_\_\_\_  
K.A. Mahoney, Mayor

ATTEST: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk



# COUNCIL ACTION FORM

Date: July 21, 2022

Presented By: O'Donnell

Subject: Amending UTV/Golf Cart Ordinance Agenda Item: \_\_\_\_\_

## Description:

The revised ordinance eliminates the \$75.00 annual fee for UTVs and golf carts. The State of Iowa passed a laws prohibiting the charging of a permit fee for UTVs provided the vehicle is registered with the DNR. This law was effective July 1, 2022. Council expressed the desire to eliminate the fee for golf carts as well.

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



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

**AN ORDINANCE AMENDING CHAPTER 9.90 REGARDING OPERATION OF OFF-ROAD UTILITY VEHICLES AND GOLF CARTS**

WHEREAS, Ordinance No. 2022 passed by the Keokuk City Council on April 21, 2022 established a new Chapter 9.90 regarding regulation and operation of Off-Road Utility Vehicles and Golf Carts:

WHEREAS, said Chapter 9.90 provided for an annual registration fee to operate UTVs and golf carts in the City of Keokuk, said fee \$75.00 per year;

WHEREAS, the City Council now being advised that State law prohibits the charging of a registration fee with regard to Off-Road Utility Vehicles (UTVs):

WHEREAS, the City Council finds it necessary to eliminate the registration fee for UTVs and furthermore finds that the registration fee for golf carts should also be eliminated;

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, COUNTY OF LEE, STATE OF IOWA** as, follows:

**Section 1.** The foregoing recitals are hereby incorporated as findings of fact as if fully set forth here.

**Section 1.** Section 9.90.11 of the Keokuk Municipal Code, entitled “Registration and Insurance Requirements for UTVs and Golf Carts” is hereby amended to read as follows:

No person shall operate a UTV on any public street or alley, for any purpose, unless the vehicle is registered with the Department of Natural Resources. In addition, operators of UTVs and golf carts shall also register their UTV and golf cart with the City Clerk in order to obtain a permit. Regardless of the issue date, all permits expire June 30<sup>th</sup> and must be renewed before that time to maintain a valid permit. The permit shall identify the name and address of the owner and address of the owner and/or operator.

In obtaining the City permit, the owner/operator shall provide the following:

1. Evidence that the owner/operator is eighteen (18) years of age and possesses a valid Iowa driver's license.
2. Proof owner/operator has required liability insurance as outlined below covering operation of off-road utility vehicle or golf cart on city streets.
3. Executes a valid application form with the city.
4. Submits a photograph of the off-road utility vehicle or golf cart.

5. Proof of Ownership. The owner of each UTV shall be required to provide proof of ownership, including Iowa Department of Natural Resources registration and proof of liability insurance with appropriate minimum standards as required by Iowa Code 321.20B and 321A.21.

6. Current Registration. UTV vehicles registered in Iowa are required to display their current Iowa Department of Natural Resources registration decal. Both UTVs and golf carts shall also display, in a clearly visible location on the back of the vehicle, a registration sticker provided by the City.

7. Proof of Liability Insurance. Along with any original permit application or renewal, the owner of the off-road utility vehicle or golf cart must provide proof of liability insurance with minimum limits of \$100,000.00 for each person and \$300,000.00 for each accident. Proof of insurance must be kept in the off-road utility vehicle or golf cart at all times whenever said off-road utility vehicle or golf cart is being operated within the city.

**Section 3. Severability.** In any section, provisions or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall have no effect on the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect from and after is adoption and publication as provided by law.

Initial Reading by the Keokuk City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF KEOKUK, LEE COUNTY, IOWA

\_\_\_\_\_  
K. A. MAHONEY, MAYOR

ATTEST: \_\_\_\_\_  
CELESTE ELANFAOUI,  
CITY CLERK

Passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF KEOKUK, LEE COUNTY, IOWA

\_\_\_\_\_  
K. A. MAHONEY, MAYOR

ATTEST: \_\_\_\_\_  
CELESTE ELANFAOUI,  
CITY CLERK

ROLL CALL: WINN - \_\_\_\_\_ HELENTAL - \_\_\_\_\_ CRENSHAW - \_\_\_\_\_  
ALTHEIDE - \_\_\_\_\_ GARCIA - \_\_\_\_\_ ANDREWS - \_\_\_\_\_ MARSDEN - \_\_\_\_\_  
\_\_\_\_\_ BRYANT - \_\_\_\_\_ GREENWALD - \_\_\_\_\_

AYES - \_\_\_\_\_ NAYS - \_\_\_\_\_ ABSENT - \_\_\_\_\_

Second and Third/Final Passage by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF KEOKUK, LEE COUNTY, IOWA

\_\_\_\_\_  
K. A. MAHONEY, MAYOR

ATTEST: \_\_\_\_\_  
CELESTE ELANFAOUI,  
CITY CLERK

ROLL CALL: WINN - \_\_\_\_\_ HELENTAL - \_\_\_\_\_ CRENSHAW - \_\_\_\_\_  
ALTHEIDE - \_\_\_\_\_ GARCIA - \_\_\_\_\_ ANDREWS - \_\_\_\_\_ MARSDEN - \_\_\_\_\_  
\_\_\_\_\_ BRYANT - \_\_\_\_\_ GREENWALD - \_\_\_\_\_



# COUNCIL ACTION FORM

Date: July 21, 2022

Presented By: O'Donnell

Subject: Contract for Services Agenda Item: \_\_\_\_\_

## Description:

The Iowa DOT has approved the form of contract with Shoemaker & Haaland to design the River Front Trail. The contract cost is \$84,000 to be paid through grants and donations. Contract cost is the amount submitted for grant applications.

## FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 001-430-6710 Title: Parks Capital

Amount Budgeted: \$84,000

Actual Cost: \$84,000

Under/Over: \$0

### Funding Sources:

Grants (Multiple) \_\_\_\_\_

Donations \_\_\_\_\_

### Departments:

Parks \_\_\_\_\_

Is this item in the CIP? YES  NO  CIP Project Number: PARK-21-02



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING CONTRACT FOR SERVICES  
WITH SHOEMAKER & HAALAND**

**WHEREAS**, the City of Keokuk, Iowa seeks to construct the River Front Trail; and

**WHEREAS**, it is necessary to engage engineering services for said project.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE  
CITY OF KEOKUK, STATE OF IOWA:** that the Contract for Services with Shoemaker &  
Haaland is hereby approved.

**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of July 2022.

\_\_\_\_\_  
K.A. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Celeste El Anfaoui, City Clerk

Contract No. [XXXXX]  
Owner Project No. Park-21-02  
Iowa DOT Project No. TAP-U-3942(618)—81-56

**Standard Consultant Contract**  
*For Local Public Agency Consultant Contracts with Federal-aid Participation*

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

**BETWEEN** City of Keokuk, Iowa, the **Owner**, located at:

501 Main Street  
Keokuk, IA 52632  
Phone: (319) 524-2050  
FAX: (319) 524-1365

and Shoemaker and Haaland Professional Engineers, Inc, the **Consultant**, located at:

2021 Main Street  
Keokuk, IA 52632  
Phone: (319) 524-2883  
FAX: (319) 337-6792

For the following Project: Keokuk Riverfront Trail: In the City of Keokuk, Trail Along Mississippi River from Victory Park S 1.0 mi. to Boat Launch

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide preliminary engineering services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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  - 1.1 Project Parameters
  - 1.2 Financial Parameters
  - 1.3 Project Team
  - 1.4 Time Parameters
- 1.5 Minimum Qualification Standards
- 2 Entire Agreement, Required Guidance and Applicable Law**
  - 2.1 Entire Agreement of the Parties
  - 2.2 Required Guidance
  - 2.3 Applicable Law
- 3 Form of Compensation**
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  - 3.2 Subconsultant's Responsibilities for Reimbursement
- 4 Terms and Conditions**
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  - 4.3 Consultant's Endorsement on Plans
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  - 4.5 Additional Documents
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  - 4.14 Assignment or Transfer
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Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

Attachment C-1 – Cost Analysis Worksheet

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

Attachment H - Consultant Fee Proposal

Attachment I - Subconsultant Scope and Budget

[\[Attachment J – Any other attachments are to be listed here\]](#)

## ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

### 1.1 Project Parameters

The objective or use is: [provide preliminary engineering services for the Keokuk Riverfront Trail in Keokuk, Iowa.](#)

### 1.2 Financial Parameters

1.2.1 Amount of the *Owner's* budget for the *Consultant's* compensation is:  
[\\$84,000](#)

1.2.2 Amount of the *Consultant's* budget for the subconsultants' compensation is:  
[N/A](#)

### 1.3 Project Team

1.3.1 The *Owner's* Designated Representative, identified as the *Contract Administrator* is:  
[Cole O'Donnell](#)

The *Contract Administrator* is the authorized representative, acting as liaison officer for the *Owner* for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the *Contract Administrator* and shall be subject to the *Contract Administrator's* approval.

1.3.2 The *Consultant's* Designated Representative is:  
[Jay Vavra](#)

1.3.3 The subconsultants retained at the *Consultant's* expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
<a href="#">None</a>	<a href="#">N/A</a>	<a href="#">N/A</a>	<a href="#">N/A</a>

### 1.4 Time Parameters

1.4.1 The *Consultant* shall begin work under this Agreement upon receipt of a written notice to proceed from the *Owner*.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Preliminary design plans including type/size/location for all structures (preliminary design) and detail elements for a design public hearing and construction right-of-way needs shall be completed and accepted on or before [October 18, 2022](#).
2. Final design, contract plans and specifications and estimates shall be completed and in a form acceptable to the *Owner* on or before [January 17, 2023](#).
3. Completion of all work under this agreement shall be on or before [April 18, 2023](#) unless extended by written approval of the *Contract Administrator* or adjusted by supplemental agreement.

1.4.3 The *Consultant* shall not begin final design activities until after the *Owner* has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the *Owner* will provide the *Consultant* notice to proceed with final design activities.

### 1.5 Minimum Qualification Standards (MQS)

1.5.1 The *Consultant* and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and

Procedure Manual (PPM), Policy No. [300.04](#), at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Categories [201 Project Management / General Engineering Consultant](#) and [312 Engineering Surveying](#). Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.

**1.5.2** All services within this agreement shall be performed by the **Consultant** or subconsultant who meets the MQS of the specified work categories as defined Iowa DOT PPM [300.04](#). If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

## ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

- 2.1 Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the [Lee South County District Court of Iowa, Keokuk, Iowa](#). This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

## ARTICLE 3 FORM OF COMPENSATION

### 3.1 Method of Reimbursement for the Consultant.

**3.1.1** Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1  Cost Plus Fixed Fee - Attachment C
- .2  Lump Sum - Attachment C
- .3  Specific Rate of Compensation - Attachment C
- .4  Unit Price - Attachment C
- .5  Fixed Overhead Rate - Attachment C

**3.1.2** When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

- 3.2 Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA

(when applicable) have given prior written approval.

## ARTICLE 4 TERMS AND CONDITIONS

### 4.1 Ownership of Engineering Documents

**4.1.1** All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

**4.1.2** The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

**4.1.3** The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

**4.1.4** The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

**4.1.5** The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

### 4.2 Subconsultant Contract Provisions and Flow Down

**4.2.1** All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

**4.2.2** The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

**4.3** **Consultant's Endorsement on Plans.** The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

**4.4** **Progress Meetings.** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

**4.5** **Additional Documents.** At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

## 4.6 Revision of Work Product

4.6.1 Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.6.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7 **Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

4.8 **Extension of Time.** The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

## 4.9 Responsibility For Claims And Liability

4.9.1 The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.9.2 The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

## 4.10 Current and Former Agency Employees (Conflicts of Interest)

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

#### 4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

#### 4.12 Termination of Agreement

4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.

4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that **post project audit** can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.13 **Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

4.14 **Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.

- 4.15 Access to Records.** The *Consultant* is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the *Owner*, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
- 4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the *Consultant* and the *Owner*, and to participate in the review or examination of the work in progress as well as any final deliverable.
- 4.17 Nondiscrimination Requirements.**

**4.17.1** During the performance of this Agreement, the *Consultant* agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The *Consultant* will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

**4.17.2** In all solicitations, either by competitive bidding or negotiation made by the *Consultant* for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the *Consultant* of the *Consultant's* obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

**4.17.3** In the event of the *Consultant's* noncompliance with the nondiscrimination provisions of this Agreement, the *Owner* shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the *Consultant* under the Agreement until the *Consultant* complies, or the Agreement is otherwise suspended or terminated.

**4.17.4** The *Consultant* shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

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

1. Compliance with Regulations: The *Consultant* shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The *Consultant*, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The *Consultant* shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the *Consultant* for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the *Consultant* of the *Consultant's* obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The *Consultant* shall provide all information and reports required by the

Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

#### 4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

4.19 **Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

**Shoemaker & Haaland Professional Engineers, Inc.**

By Jason J. Vavra

Date: 7-13-2022

Jason J. Vavra, PE, LSI  
Senior Project Engineer

ATTEST:

By \_\_\_\_\_

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

**City of Keokuk, Iowa**

By \_\_\_\_\_

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

Cole O'Donnell  
City Administrator

**IOWA DEPARTMENT OF TRANSPORTATION**  
Accepted for FHWA Authorization\*

By \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

\* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

## ATTACHMENT A Scope of Services

It is understood by the **Owner** and the **Consultant** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be **provided on a monthly basis**.

It is understood by the **Owner** and the **Consultant** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as **one** task(s). It is further agreed that the 85% budget notification requirements will be **waived** for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

The **Consultant** will monitor and review updates to the Iowa DOT's Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the **Consultant** will be incorporated into the work by the **Consultant**. If the **Consultant** is of the opinion additional effort will be required, the **Consultant** will so notify the **Contract Administrator**, in accordance with Paragraph 4.7. The **Contract Administrator** will provide written approval or disapproval for the **Consultant** to incorporate said update into the work and indicate how payment for such work will be addressed.

### **Project Management**

#### **A. Project Kickoff Meeting**

- a. The Consultant shall schedule a project kickoff meeting to discuss the project scope including general and project specific items with concerned City Divisions including, but not limited to, Community Development, Public Works, Water Resource Recovery, and Keokuk Municipal Water Works.
- b. At or before the kickoff meeting the Consultant shall request the following information
  - i. Construction documents for the existing trail
  - ii. Municipal utility maps, including depth and size of utilities
  - iii. Property plats and parcel easement information
  - iv. Any stakeholder input to date, including, but not limited to, City of Keokuk, US Coastguard, Southside Boat Club, Keokuk Bridge Shop, George M. Verity Riverboat Museum
  - v. Previous alignment studies
  - vi. Any electronic survey data available to the City of Keokuk
  - vii. Geotechnical information in the project area
  - viii. Any historical and environmental permitting for previous projects in the project area
  - ix. A calendar of future events taking place in the project area

### **Concept Statement and NEPA Clearance**

#### **A. Concept Statement**

- a. The Consultant shall submit a concept statement to the Iowa DOT. The concept statement will include the project location map, project length, trail surface, estimated project costs, estimated land or property acquisition impacts, environmental impacts, and project design elements.

#### **B. NEPA Clearance**

- a. If categorical exclusions for NEPA clearance are not granted, the Consultant shall coordinate with necessary service providers to provide a proposal for the archaeological and/or environmental work.

## **Topographic Survey**

- A. Utility Locate
  - a. The Consultant shall submit a Utility Locate Design and Information request to Iowa One-Call.
  - b. The Consultant shall coordinate with Iowa One-Call and utility owners to resolve discrepancies between utility mapping and utility field locates.
- B. Topographic Survey
  - a. The Consultant shall perform a field topographic survey and will locate marked utilities, existing vegetation, building footprints, pavement areas, locations and sizes of individual trees, other above ground and accessible features necessary for design, and surface elevation data to provide contours at 1-foot intervals.
- C. Base Map
  - a. The Consultant shall compile data acquired during topographic survey into a base map for use in site review and design.

## **Preliminary Plans**

- A. Plan Preparation
  - a. The Consultant shall utilize aerial photography provided by the Owner supplemented by the topographic information collected by the Consultant's survey crew to prepare base drawings for project plans.
  - b. The information on the base drawings shall be based on the Iowa State Plane coordinate system and datum.
  - c. Drawings shall be prepared as 22"x34" plans sheets with the capability of being plotted at one-half size. Plans shall be prepared using a drafting standard that was specifically developed for 11"x17" plan sheet size. Drawing scales shall be appropriate to provide the level of detail necessary.
- B. Review of Design Standards
  - a. The Consultant shall review applicable design standards for each element of the project and ensure that design meets Iowa SUDAS design standards or document all exceptions from standards for approval.
- C. Plan Sheets
  - a. The Consultant shall create horizontal and vertical alignments and cross-sections.
  - b. When designing alignment, profiles, and cross-sections, the Consultant shall take into account:
    - Cost
    - Fit with the adjacent topography
    - Ability to meet geometric design requirements
    - Impacts to the Mississippi River floodplain
    - Environmental issues
    - Stakeholder concerns
    - Impacts on existing utilities and accommodation for future utilities
    - Ability to accommodate future trail extension
    - Sight and alignment at parking and drive crossings
  - c. The Consultant shall prepare Preliminary Plans that generally consist of the following sheets as outlined in Attachment B to I.M. No. 3.405:
    - Title Sheet
    - Typical Section Sheets
    - Plan and Profile Sheets
    - Accessibility Details
- D. Budget Review
  - a. The Consultant shall prepare an Opinion of Project Cost based on standard bid items and compare it to the original Opinion of Project Cost.
  - b. The Consultant and City Project Manager shall discuss the adequacy of the existing budget. If the budget is not adequate, options shall be evaluated, and recommendations shall be made to address the budget issue.
  - c. Upon completion of a budget review, the City may adjust project limits and/or scope to match available project budget based on the Consultant's recommendations.
- E. Quality Review and Walkthrough
  - a. The Consultant's design team, and the City's Project Manager, and other staff as desired by the City shall perform a Quality Review.

- b. The Consultant's design team, and the City's Project Manager, and other staff as desired by the City shall perform a Project Walkthrough to discuss issues including stakeholder concerns, coordination with utilities, and maintenance aspects of the proposed improvements.
- c. The Consultant shall make necessary modifications to the plans prior to proceeding.

### **Check Plans and Front-End Documents**

- A. Plan Sheets
  - a. The Consultant shall refine the Preliminary Plans to create Check Plan Sets in conformance with the Iowa DOT Instructional Memorandum I.M. No. 3.505. The check plan sets will in general consist of the following sheets as outlines in the checklist:
    - Title Sheet
    - Typical Section Sheets
    - Quantity, estimate Reference, General Note, and Tabulation Sheets
    - Plan and Profile Sheets
    - Survey Sheets
    - Storm Sewer Sheets (if necessary)
    - Wetland Sheets (if necessary)
    - Details Sheets
    - Cross Sections
- B. Special Provisions and Design Exceptions
  - a. The Consultant shall draft special provisions as necessary for the project and provide to the City and Iowa D.O.T. for review with Check Plans
  - b. The Consultant shall compile design exceptions as necessary for the project and provide to the City and Iowa D.O.T. for review with the Check Plans
- C. Budget Review
  - a. The Consultant shall refine the previous Budget Review and Opinion of Cost based on updated information.
  - b. The Consultant and City Project Manager shall discuss the adequacy of the existing budget. If the budget is not adequate, options shall be evaluated, and recommendations shall be made to address the budget issue.
  - c. It is recognized the Consultant has no control over the Contractor's means and methods determining bid prices, the bidding climate, and market conditions. Therefore, the Consultant does not guarantee the opinion/estimate.
- D. Quality Review and Walkthrough
  - a. The Consultant's design team, and the City's Project Manager, and other staff as desired by the City shall perform a Quality Review.
  - b. The Consultant's design team, and the City's Project Manager, and other staff as desired by the City shall perform a Project Walkthrough to discuss issues including stakeholder concerns, coordination with utilities, and maintenance aspects of the proposed improvements.
  - c. The Consultant shall make necessary modifications to the plans prior to proceeding.

### **Final Plans and Front-End Documents**

- A. Plan Sheets
  - a. The Consultant shall refine the Check Plans to create Final Plan Sets in conformance with the Iowa DOT Instructional Memorandum I.M. No. 3.505. The final plan sets will in general consist of the following sheets as outlines in the checklist:
    - Title Sheet
    - Typical Section Sheets
    - Quantity, estimate Reference, General Note, and Tabulation Sheets
    - Plan and Profile Sheets
    - Survey Sheets
    - Storm Sewer Sheets (if necessary)
    - Wetland Sheets (if necessary)
    - Details Sheets
    - Cross Sections
- B. Special Provisions and Design Exceptions
  - a. The Consultant shall revise special provisions to address any comments received as part of the Check Plans review.

- b. The Consultant shall revise design exceptions to address any comments received as part of the Check Plans review.
  - c. The Consultant shall include the requirement for the Contractor(s) to use DocExpress for all project documents. This requirement shall be included both as part of the drawing set and the specifications.
- C. Budget Review
- a. The Consultant shall refine the previous Budget Review and Opinion of Cost based on updated information.
  - b. The Consultant and City Project Manager shall discuss the adequacy of the existing budget. If the budget is not adequate, options shall be evaluated, and recommendations shall be made to address the budget issue.
  - c. It is recognized the Consultant has no control over the Contractor's means and methods determining bid prices, the bidding climate, and market conditions. Therefore, the Consultant does not guarantee the opinion/estimate.
- D. Certification of Documents
- a. The Consultant shall certify the construction documents, in accordance with the requirements of the State Board of Engineering Examination requirements.
- E. Document Submittals
- a. All project submitted to the Iowa D.O.T. shall be submitted electronically through the Transportation Program Management System (TPMS) or other systems as required by the Iowa D.O.T.

#### **Bid Period**

- A. Soliciting Bids
- a. The bid letting shall be by the Iowa D.O.T. The Consultant shall assist as required by the Iowa D.O.T.
- B. Plan Clarification
- a. The Consultant shall be available to discuss the project with the City's project representative and Iowa D.O.T. representative to answer questions during the bid period.

#### **Post Bid**

- A. Review Bids
- a. The Consultant shall review the bids received and opened, following the public Bid Letting and make a recommendation of award to the Owner. The project lettings shall be through the Iowa D.O.T.
- B. Attend Preconstruction Conference
- a. The Consultant shall attend a Pre-Construction Conference scheduled and held by the Owner with the Contractor, Owner representative, Iowa D.O.T. representative, utility companies, subcontractors and others involved in the project.

**ATTACHMENT B**  
**Specifications**

Iowa Statewide Urban Design and Specifications

**ATTACHMENT C (referenced from 3.1)  
Fixed Overhead Rate**

**3.1.1 FEES AND PAYMENTS**

**3.1.1.1 Fees.** For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amounts of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C-1. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount **has not** been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ 75,000	
Fixed Fee (Prime only)	\$ 9,000	
Contingency (Prime only)	\$ 0	
Total Prime Consultant Costs		\$ 84,000
Maximum Amount Payable		\$ 84,000

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore, once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment C-1. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment, or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

**3.1.1.2 Reimbursable Costs.** Reimbursable costs are the actual costs incurred by the **Consultant** which are

attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary-related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used for the duration of the contract: Salary-related expenses are 100% of direct salary costs and general overhead costs are 146.29% of direct salary costs, for a composite rate of 246.29%.

**3.1.1.3 Premium Overtime Pay.** Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

**3.1.1.4 Payments.** Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 0 % of the amount due. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

**ATTACHMENT C-1  
Cost Analysis Worksheet**

Contract xxxxx, Base Agreement  
Project Number: TAP-U-3942(618)—8I-56

<b>I.</b>	<b>Direct Labor Cost (Prime Only)</b>		
		Payroll total	\$30,452
<b>II.</b>	<b>Combined Overhead (COH) &amp; Facilities Capital Cost of Money (FCCM) Costs (Prime Only)</b>		
	IIA. Indirect Cost Factor: 146.29 (% X I)		\$44,548
	Combined Overhead total:		\$44,548
<b>III.</b>	<b>Direct Project Expenses (Prime Only)</b>		
	Phone/Fax	0	
	Mileage	0	_____ miles @ _____
	Reproduction	0	
	Postage	0	
	Total Direct Project Expenses		\$0
<b>IV.</b>	<b>Estimated Actual Costs (EAC) (Prime Only) (I + II + III)</b>		\$75,000 (Rounded)
<b>V.</b>	<b>Fixed Fee (Prime Only) ( 12% X (I + IIA))</b>	\$9,000	
	Fix Fee total:		\$9,000 (Rounded)
<b>VI.</b>	<b>Contingency (Prime Only) % X (I + II + III)</b>		\$0 (Rounded)
<b>VII.</b>	<b>Subconsultant Expenses</b>		
	Total Subcontractor Costs		\$0 (Rounded)
<b>VIII.</b>	<b>Agreement Total (IV + V + VI + VII)</b>		\$84,000
	(Maximum Amount Payable)		(Rounded)

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa

Linn County

I Robert Tobin, Principal of the

Shoemaker & Haaland Professional Engineers, Inc. being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.

Robert W. Tobin  
\_\_\_\_\_  
(Signature)

Subscribed and sworn to this 13 day of July, 2022.  
(month) (year)

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, **Robert Tobin, PE**, am the **principal** and duly authorized representative of the firm of **Shoemaker & Haaland Professional Engineers**, whose address is **2021 Main Street, Keokuk, IA 52632**, and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

Robert W. Tobin  
Signature

7-13-22  
Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, [name of signatory], am the [title of signatory] and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT G

Page 1

Consultant Name  
Consultant Address  
Consultant Address

Cost Plus Fixed Fee Progressive Invoice

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

Client Project No.  
County  
Client Project Description  
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	-------------------	--------------------	----------------

Labor Dollars  
Overhead  
Overhead Adjustments  
Direct Expenses  
    Mileage  
    Per Diem  
    CADD  
Estimated Actual Costs  
    [Prime Only] (See Note 1)

Subconsultants (including authorized contingency)  
    Name  
    Name  
    Name  
Estimated Actual Costs  
    [Total Subconsultant Costs]

Total Estimated Actual Costs  
    [Prime + Total Subconsultant Costs]  
Fixed Fee (See Note 2)  
Authorized Contingency  
    Total Authorized Amount  
Total Billed To Date  
Remaining Authorized Balance

Unauthorized Contingency  
    Prime  
    Subconsultant Name  
    Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Direct Labor, Overhead, and Direct Expenses for Prime Consultant only.

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.

ATTACHMENT G

Page 2

Consultant Name  
Consultant Address  
Consultant Address

Cost Plus Fixed Fee Final Invoice

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

Client Project No.  
County  
Client Project Description  
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	-------------------	--------------------	----------------

Labor Dollars (2001)  
 Labor Dollars (2000)  
 Labor Dollars (1999)  
 Overhead (2001)  
 Overhead (2000)  
 Overhead (1999)  
 Direct Expenses  
     Mileage  
     Per Diem  
     CADD  
 Estimated Actual Costs  
 [Prime Only]

Subconsultants (including authorized contingency)  
     Name  
     Name  
     Name

Estimated Actual Costs  
 [Total Subconsultant Costs]

Total Estimated Actual Costs  
 [Prime + Total Subconsultant Costs]

Fixed Fee  
 Authorized Contingency  
     Total Authorized Amount  
 Total Billed To Date  
 Remaining Authorized Balance

Unauthorized Contingency  
     Prime  
     Subconsultant Name  
     Subconsultant Name

Labor Hours (2001)  
 Labor Hours (2000)  
 Labor Hours (1999)

## ATTACHMENT G

### Page 3

#### Cost Plus Fixed Fee Final Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Overhead Rates: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.



# COUNCIL ACTION FORM

Date: July 21, 2022

Presented By: O'Donnell

Subject: City Council Resignation Agenda Item: \_\_\_\_\_

## Description:

Fifth Ward Council Member Linda Marsden will be moving out of Keokuk. As such, she has submitted his resignation from the Council effective July 22, 2022.

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



Linda Marsden  
2006 Logan Dr.  
Keokuk, IA 52632  
319-826-7220

July 2022

Mayor Mahoney  
The Keokuk City Council  
Attn: City Administrator Cole O'Donnell  
Keokuk, IA 52632

Dear Mayor and Councilmembers,

It is with regret that I am writing to inform you of my resignation from the Keokuk City Council, effective July 22, 2022.

My husband obtained a new head principal job in another school district. Moving out of my ward in August means relinquishing my position on City Council. I do have a great sense of guilt knowing I will not complete my term. It's also more than just my seat on council, this is my children's hometown and we never expected to leave.

It has been a pleasure being a part of the Keokuk City Council and the many other committees, boards and commissions. I am so proud of all the work we have accomplished in the past 3 years and I have no doubt the council will continue these successes in the future.

My family has lived by the city motto "Make it Yours". Really embracing this motto allowed Keokuk to be the most beautiful season of our lives.

Best regards,

Linda Marsden  
5th Ward Councilperson



# COUNCIL ACTION FORM

Date: July 21, 2022

Presented By: O'Donnell

Subject: Filling Vacancy on City Council 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: July 18, 2020  
RE: Council Vacancy

Iowa Code allows cities to fill vacancies on the council in two ways, appointment, or special election.

Should you choose to appoint, the procedure is as follows:

- The appointment must be made within sixty (60) days of the vacancy and shall be until the next city general election (November 2023).
- If an appointment is not made within sixty (60) days, a special election will be called.
- A public notice announcing the intent to fill by appointment must be published no less than four (4) and no more than twenty (20) days prior to the meeting where the appointment will occur.
- A majority of the entire council (five members) must vote to make the appointment.
- Within fourteen (14) days after publication or fourteen (14) days after the appointment, a petition can be filed by residents of the ward to hold a special election. If so, then appointment is temporary.
- A valid petition must have one thousand (1,000) signatures or a number of signatures equal to fifteen percent (15%) of the voters who voted for the candidates for the office at the preceding regular election where the seat was on the ballot.

Should you choose a special election:

- The election can be held in conjunction with a scheduled election provided that said election occurs within ninety (90) days of the vacancy.
- Thirty-two (32) days notice must be given to the county commissioner as to the date of the election.
- Candidate petitions must be filed not less than twenty-five (25) days prior to the election and must contain at a number equal to at least two percent (2%) of those voting for the position at the last regular election where the position was on the ballot, but no less than ten (10) signatures.

Previous council vacancies have been filled by appointment. Interested residents have submitted their names and background information. The Council then held a work session where each interested resident was asked a series of questions, Council scored the responses, and the scores were averaged. At the next regular meeting, Council appointed the candidate with the highest average score.



TO: Mayor and Council  
FROM: Cole S. O'Donnell  
DATE: July 18, 2022  
RE: Committee Nominations

**VETERANS MEMORIAL COMMISSION (Second notification. No vote required.)**  
**(5 YEAR TERM)**

Tom Odegaard Term to expire 06/01/2027

**KEOKUK HOUSING AUTHORITY (First notification. No vote required.)**  
**(2 YEAR TERM)**

Risa Langedal Term to expire 09/05/24  
Sylvia Mills-Echols Term to expire 09/05/24



TO: Mayor and City Council

FROM: Cole S. O'Donnell

DATE: July 18, 2022

RE: Administrator's Report

1. ADM: The City now has a signed and completed consent order with ADM. The order sets certain milestones for compliance, some of which ADM has already met. The administrative fine imposed by the City upon ADM for their noncompliance will be deferred and forgiven, except for 25%, so long as AMD meets the milestones and does not create passthrough and interference at the treatment plant. A copy of the order is being forwarded to the Iowa DNR and it is hoped the order demonstrates our commitment to solving this issue.
2. Southeast Iowa Community Action Report: SIACA has submitted their first quarterly report on assistance funded by ARPA. Assistance was given to 131 individuals and 43 households with sanitation billings. The report is attached and has more demographic breakdowns.
3. Airport Fuel Sales: Fuel sales at the airport exceed expectations for the fiscal year. Gross sales were over \$61,000 over budget projections and produced a net profit in excess of \$27,000. This was the first full fiscal year of fuel sales that the City was directly responsible for. While the sales are a pleasant surprise, it is expected that higher fuel prices will diminish sales.
4. AmJet Update: I contacted Paul Roos with AmJet and requested a status update on his project. The installation of the small unit has been delayed due to turnover at Ameren. Both Mr. Roos and Ameren have stated that installation of the unit should occur by end of October. The unit will then need to be tested. If results are positive, AmJet has orders for two additional small units.

## Module 4, Section C: All Characteristics Report – Data Entry Form

Name of CSBG Eligible Entity Reporting: Community Action Of Southeast Ia

<b>A. Total unduplicated number of all INDIVIDUALS about whom one or more characteristics were obtained:</b>	131
<b>B. Total unduplicated number of all HOUSEHOLDS about whom one or more characteristics were obtained:</b>	43

C. INDIVIDUAL LEVEL CHARACTERISTICS		
1. Gender	Number of Individuals	%
a. Male	54	
b. Female	77	
c. Other	0	
d. Unknown/not reported	0	
<b>TOTAL (auto calculated)</b>	<b>131</b>	

2. Age	Number of Individuals	%
a. 0 - 5	16	
b. 6 - 13	31	
c. 14 – 17	15	
d. 18 - 24	9	
e. 25 – 44	39	
f. 45 - 54	10	
g. 55 – 59	5	
h. 60 – 64	2	
i. 65 – 74	4	
j. 75 +	0	
k. Unknown/not reported	0	
<b>TOTAL (auto calculated)</b>	<b>131</b>	

3. Education Levels	Number of Individuals		%
	(ages 14 – 24)	(ages 25 +)	
a. Grades 0 – 8	3	0	
b. Grades 9 – 12/Non-Graduate	18	9	
c. High School Graduate	3	20	
d. GED/Equivalency Diploma	0	9	
e. 12 <sup>th</sup> grade + Some Post-Secondary	0	14	
f. 2 or 4 years College Graduate	0	7	
g. Graduate or other post-secondary school	0	1	
h. Unknown/not reported	0	0	
<b>TOTAL (auto calculated)</b>	<b>24</b>	<b>60</b>	

4. Disconnected Youth	Number of Individuals	%
a. Youth ages 14 – 24 who are neither working or in school		

5. Health	Number of Individuals		
	Yes	No	Unknown
a. Disabling Condition	2	129	0
	Yes	No	Unknown
b. Health Insurance*	127	4	0

\*If an individual reported that they had Health Insurance, please identify the source of health insurance below.

Health Insurance Sources	Number of Individuals	%
i. Medicaid	100	
ii. Medicare	7	
iii. State Children’s Health Insurance Program (Hawk-I)	0	
iv. State Health Insurance for Adults	3	
v. Military Health Care	0	
vi. Direct-Purchase	0	
vii. Employment Based	17	
viii. Unknown/not reported	0	

6. Ethnicity/Race		
I. Ethnicity	Number of Individuals	%
a. Hispanic, Latino, or Spanish Origins	15	
b. Not Hispanic, Latino, or Spanish Origins	116	
c. Unknown/Not reported	0	
<b>TOTAL (auto calculated)</b>	<b>131</b>	

II. Race	Number of Individuals	%
a. American Indian or Alaska Native	2	
b. Asian	0	
c. Black or African American	10	
d. Native Hawaiian and Other Pacific Islander	1	
e. White	100	
f. Other	0	
g. Multi-race (two or more of the above)	18	
h. Unknown/not reported	0	
<b>TOTAL (auto calculated)</b>	<b>131</b>	

7. Military Status	Number of Individuals	%
a. Veteran	2	
b. Active Military		
c. Never Served in the Military	67	
d. Unknown/not reported	0	
<b>TOTAL (auto calculated)</b>	<b>69</b>	

8. Work Status (Individuals 18+)	Number of Individuals	%
a. Employed Full-Time	15	
b. Employed Part-Time	12	
c. Migrant Seasonal Farm Worker		
d. Unemployed (Short-Term, 6 months or less)	9	
e. Unemployed (Long-Term, more than 6 months)	3	
f. Unemployed (Not in Labor Force)	29	
g. Retired	1	
h. Unknown/not reported		

## Module 4, Section C: All Characteristics Report – Data Entry Form

Name of CSBG Eligible Entity Reporting:

Community Action Of Southeast Ia

D. HOUSEHOLD LEVEL CHARACTERISTICS		
9. Household Type	Number of Households	%
a. Single Person	11	
b. Two Adults NO Children	3	
c. Single Parent Female	10	
d. Single Parent Male	3	
e. Two Parent Household	12	
f. Non-related Adults with Children	1	
g. Multigenerational Household	3	
h. Other	0	
i. Unknown/not reported	0	
<b>TOTAL (auto calculated)</b>	<b>43</b>	

13. Sources of Household Income		
	Number of Households	%
a. Income from Employment Only	0	
b. Income from Employment and Other Income Source	0	
c. Income from Employment, Other & Non Cash Benefits	4	
d. Income from Employment and Non-Cash Benefits	18	
e. Other Income Source Only	0	
f. Other Income Source and Non-Cash Benefits	13	
g. No Income	1	
h. Non-Cash Benefits Only	7	
i. Unknown/Not Reported		
<b>TOTAL (auto calculated)</b>	<b>43</b>	

10. Household Size	Number of Households	%
a. Single Person	11	
b. Two	7	
c. Three	9	
d. Four	5	
e. Five	8	
f. Six or More	3	
g. Unknown/not reported	0	
<b>TOTAL (auto calculated)</b>	<b>43</b>	

14. Other Income Source	Number of Households	%
a. TANF	0	
b. Supplemental Security Income (SSI)	8	
c. Social Security Disability Income (SSDI)	7	
d. VA Service-Connected Disability Compensation	0	
e. VA Non-Service Connected Disability Pension	1	
f. Private Disability Insurance	0	
g. Worker's Compensation	0	
h. Retirement Income from Social Security	4	
i. Pension	0	
j. Child Support	5	
k. Alimony or Other Spousal Support	0	
l. Unemployment Insurance	0	
m. EITC	0	
n. Other	0	
o. Unknown/not reported	0	

11. Housing	Number of Households	%
a. Own	22	
b. Rent	21	
c. Other Permanent Housing	0	
d. Homeless	0	
e. Other	0	
f. Unknown/not reported	0	
<b>TOTAL (auto calculated)</b>	<b>43</b>	

12. Levels of Household Income	Number of Households	%
(% of HHS Guideline)		
a. Up to 50%	16	
b. 51% to 75%	6	
c. 76% to 100%	5	
d. 101% to 125%	8	
e. 126% to 150%	1	
f. 151% to 175%	4	
g. 176% to 200%	3	
h. 201% to 250%	0	
i. 250% or over	0	
j. Unknown/not reported	0	
<b>TOTAL (auto calculated)</b>	<b>43</b>	

15. Non-Cash Benefits	Number of Households	%
a. SNAP	32	
b. WIC	2	
c. LIHEAP	35	
d. Housing Choice Voucher	2	
e. Public Housing	1	
f. Permanent Supportive Housing		
g. HUD-VASH		
h. Childcare Voucher		
i. Affordable Care Act Subsidy		
j. Other	23	
k. Unknown/not reported	1	

**E. Number of Individuals Not Included in the Totals Below**

*(due to data system integration barriers)*

1. Please list the unduplicated number of INDIVIDUALS served in each program\*

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**F. Number of Households Not Included in the Totals Above**

*(due to data system integration barriers)*

1. Please list the number of HOUSEHOLDS served in each program\*

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