

**AGENDA**  
**CITY COUNCIL MEETING**  
**September 21, 2023**  
**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 Regular City Council meeting & Council Workshop of September 7, 2023;
  - Motion to pay bills and transfers listed in Register No.'s 5362-5364;
7. (a) Now is the time and place for a public hearing to review a proposed subdivision, a portion of 365 Carbide Lane formally known as Carbide First Addition. A public hearing notice was published in the Daily Gate City on September 13<sup>TH</sup>, 2023.  
  
(b) Consider resolution approving preliminary plan Carbide first addition.  
  
(c) Consider resolution approving final plat Carbide first addition.  
  
(d) Consider resolution approving plat of survey – Auditor's Parcel.
8. (a) Now is the time and place for a public hearing to consider vacation of a 17'x158'-7" platted unimproved street in Kitzmann's 2<sup>nd</sup> subdivision and an adjacent 20'x158'-7" platted unimproved public right of way located between Walte Lane and Lofton Drive. A public hearing notice was published in the Daily Gate City on September 13<sup>TH</sup>, 2023.  
  
(b) Consider resolution to vacate and dispose of a platted street in Kitzmann 2<sup>nd</sup> subdivision, City of Keokuk, Lee County, Iowa.
9. (a) Now is the time and place for a public hearing to consider a permanent encroachment of a 10" x 24" stone wall with columns on the public sidewalk for Lucky's Pub & Grub, 528 Blondeau Street. A public hearing notice was published in the Daily Gate City on September 13<sup>TH</sup>, 2023.  
  
(b) Consider resolution granting a permanent encroachment for a seating wall at Lucky's Irish Pub, 528 Main Street.
10. Consider resolution authorizing demolition of structure and approval of contract with Wynn Company for property located at 1209 Franklin Street.
11. Consider resolution approving agreement with Blue Line Solutions.
12. Consider resolution approving first right to refusal agreement in Kindustry Park with Decker Manufacturing.
13. Consider resolution setting a public hearing on granting of easement for Decker Manufacturing in Kindustry Park.
14. Consider resolution setting a public hearing for October 5, 2023, for a permanent encroachment for ADA ramp on the public sidewalk along the 10<sup>th</sup> side of building at 928 Main Street for Alcohol & Drug Dependency Services of Southeast Iowa.

15. Consider resolution waiving permit fees for the Hoerner YMCA.
16. Boards & Commissions:
17. Council Liaison Reports:
18. Staff Reports:
19. New Business:
20. Adjourn Meeting.

**MINUTES**  
**CITY COUNCIL MEETING**  
**September 7, 2023**  
**501 Main Street**  
**5:30 P.M.**

The City Council of the City of Keokuk met in regular session on September 7, 2023, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were eight council members present, one absent. Carissa Crenshaw, Tyler Walker, Roslyn Garcia, Shelley Oltmans, Steve Andrews, Dan Tillman, Roger Bryant, and Michael Greenwald were present. John Helenthal was absent. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Water Pollution Control Manager Tom Wills, Chief of Police Zeth Baum, Sewer Department Manager Michael Clark, and Fire Chief Gabe Rose.

**MAYOR'S CORRESPONDENCE:** Informed of events taking place around Keokuk.

**CITIZEN'S REQUEST:** William Blanchard inquired about relinquishing property at 407 Timea Street.

Motion made by Greenwald, second by Oltmans to approve the agenda, including the consent agenda. (8) AYES, (0) NAYS. Motion carried.

- Minutes of the Regular City Council meeting & Council Workshop of August 17, 2023;
- Minutes for the August 24, 2023, Safety Committee Meeting;
- Cigarette Permit for Home Town Wine & Spirit, 1501 Main Street;
- **RESOLUTION NO. 285-2023:** Approving a Liquor License for Home Town Wine & Spirits, 1501 Main Street, Class E Retail Alcohol License, effective pending fire inspection & occupancy permit;
- **RESOLUTION NO. 286-2023:** Approving a Liquor License for Dollar General #2385, 300 Main Street, Class B Retail Alcohol License, effective September 21, 2023;
- **RESOLUTION NO. 287-2023:** Approving a Liquor License for American Legion, Keokuk Post #41, 727 Main Street, Class C Retail Alcohol License, effective September 28, 2023, pending dram/fire inspection;
- **RESOLUTION NO. 288-2023:** Approving a Liquor License for Lake Cooper Foundation, 8 North Water Street, Special Class C Retail Alcohol License with Outdoor Service, effective October 4-9, 2023;
- Special Event Permit, Keokuk Cultural & Entertainment District/Main Street Keokuk, Inc., Live Music Festival, Friday, September 22, 2023, 4:30-7:30 p.m. Kilbourn Park, 1900 Timea Street;
- Motion to pay bills and transfers listed in Register No.'s 5359-5361;

**OLD BUSINESS:** Motion made by Walker, second by Greenwald to remove resolution from table. (8) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Oltmans to approve the following proposed **RESOLUTION NO. 289-2023:** "A RESOLUTION APPROVING REVISED PERSONNEL POLICY AND HANDBOOK." (8) AYES, (0) NAYS. Motion carried.

**NEW BUSINESS:**

Motion made by Garcia, second by Tillman to approve the third reading of an Ordinance amendment to Title 9 Vehicle and Traffic adding Chapter 9.91 automated traffic enforcement.

Roll Call Vote: AYES – Crenshaw, Walker, Garcia, Oltmans, Andrews, Tillman, Bryant, and Greenwald. (8) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Tillman to adopt and give final approval of **ORDINANCE NO. 2045** Amendment to Title 9 Vehicle and Traffic adding Chapter 9.91 automated traffic enforcement.

Roll Call Vote: AYES – Crenshaw, Walker, Garcia, Oltmans, Andrews, Tillman, Bryant, and Greenwald. (8) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Crenshaw to approve the following proposed **RESOLUTION NO. 290-2023**: “A RESOLUTION APPROVING ALLOCATION OF HOTEL/MOTEL TAX RECEIPTS TO MANCOUNTRY.” (8) AYES, (0) NAYS. Motion carried.

Motion made Oltmans, second by Crenshaw to approve resolution approving lease amendment with Roquette America at the SIDC. Council discussed and a roll call vote was requested.

Roll Call Vote: AYES – Crenshaw, Oltmans, & Greenwald, NAYS – Walker, Garcia, Andrews, Tillman, and Bryant. (3) AYES, (5) NAYS. Motion failed 3-5. After further discussion Garcia made a motion to reconsider original resolution. Second by Walker.

Motion made by Oltmans, second by Garcia to approve the following proposed **RESOLUTION NO. 291-2023**: “A RESOLUTION APPROVING LEASE AMENDMENT WITH ROQUETTE AMERICA AT THE SIDC.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Greenwald to approve the following proposed **RESOLUTION NO. 292-2023**: “A RESOLUTION SETTING PUBLIC HEARING TO REVIEW A PROPOSED SUBDIVISION, A PORTION OF 365 CARBIDE LANE FORMALLY KNOWN AS CARBIDE FIRST ADDITION.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Greenwald to approve the following proposed **RESOLUTION NO. 293-2023**: “A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER VACATION OF A 17’x158’-7” PLATTED UNIMPROVED STREET IN KITZMANN’S 2<sup>ND</sup> SUBDIVISION AND AN ADJACENT 20’x158’-7” PLATTED UNIMPROVED PUBLIC RIGHT OF WAY LOCATED BETWEEN WALTE LANE AND LOFTON DRIVE.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Bryant to approve the following proposed **RESOLUTION NO. 294-2023**: “A RESOLUTION PROPOSING DISPOSAL AND TRANSFER OF REAL ESTATE INTERESTS OF THE CITY BY SEALED BID AND AUTHORIZING PUBLIC NOTICE, SETTING OCTOBER 5, 2023, AT 2:00 P.M. AS THE DATE AND TIME FOR RECEIPT OF BIDS ON CITY OWNED PROPERTY LOCATED AT 604 GRAND, 517 S. 7<sup>TH</sup> AND 1108 FRANKLIN.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Garcia to approve the following proposed **RESOLUTION NO. 295-2023**: “A RESOLUTION TO SET A PUBLIC HEARING TO CONSIDER A PERMANENT ENCROACHMENT OF A 10” X 24” STONE WALL WITH COLUMNS ON THE PUBLIC SIDEWALK FOR LUCKY’S PUB & GRUB, 528 BLONDEAU STREET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Walker to approve the following proposed **RESOLUTION NO. 296-2023**: “A RESOLUTION AWARDED A CONTRACT TO DANSKO OF KEOKUK, IOWA FOR MISCELLANEOUS BUILDING REPAIRS.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Greenwald to approve sewer credit to fill pool for Gary McCarty, 11 North Oak Court. (8) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Garcia to approve fiscal year 2022-2023 Annual URA Report. (8) AYES, (0) NAYS. Motion carried.

**BOARDS & COMMISSIONS:** Second notification re-appointment for Mark Pfaffe and Thomas Dreasler to the Airport Commission, terms to expire 10/20/2029. Second notification re-appointment for Phil Dunek to the Board of Adjustment, term to expire 04/01/2028. Second notification re-appointment for Ray Bradley, Jr., Fred Seay, Jr., Sandy Seabold and Michael Price to the Human Rights Commission, terms to expire 09/19/2026. Second notification re-appointment for Steve Worster to the Joyce Park/Tumelty Commission, term to expire 10/01/2029. Second notification re-appointment for Brenda Best, Brent Haage and Jay Kruse to the Keokuk Housing Authority, terms to expire 09/05/2025.

**COUNCIL LIAISON REPORTS:** Garcia updated on Road of Honor; Greenwald informed of event planned on behalf of Keokuk Cultural and Entertainment.

**STAFF REPORTS:** Wills updated on new truck and digester; Broomhall reported on planning and zoning; Carroll informed of IDNR noncompliance at landfill and public works projects; Rose updated on fire truck repair or replacement needed; Baum reported on public safety.

Motion made by Oltmans, second by Garcia to enter closed session at 6:55 p.m. pursuant to Iowa Code 21.5(i) To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Motion made by Oltmans, second by Crenshaw to enter into regular session at 7:23 p.m.

Motion made by Tillman, second by Oltmans to adjourn the meeting at 7:23 p.m.

**MINUTES**  
**SPECIAL MEETING**  
**September 8, 2023**  
**501 MAIN STREET**  
**3:00 P.M.**

PRESENT: Mahoney, Crenshaw, Walker, Garcia (Via Phone), Oltmans, Helenthal (Via Phone), Andrews, Tillman, Bryant, Greenwald; ABSENT: None. STAFF PRESENT: El Anfaoui, Broomhall, Baum, Weis.

Action Item regarding closed session from 9/7/23 meeting.

Motion made by Oltmans, second by Tillman to approve the following proposed **RESOLUTION NO. 297-2023** “A RESOLUTION ACCEPTING RESIGNATION, APPROVING RESIGNATION AND RELEASE AGREEMENT WITH CITY ADMINISTRATOR.” (9) AYES, (0) NAYS. Motion carried.

Adjourn meeting at 3:02 P.M.

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF SEPTEMBER 21, 2023.

**REGISTER NO. 5362**

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 165.00
BEARING HEADQUARTERS CO.	PARTS	\$ 40.82
KEOKUK MUNICIPAL WATER WORKS	SEWER/GARBAGE BILLING	\$ 4,705.00
GATE CITY PUBLISHING	PUBLICATIONS	\$ 765.92
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 127.50
GRAY QUARRIES, INC	ROADROCK	\$ 1,275.32
JIM BAIER, INC	PARTS	\$ 2,431.70
KEOKUK HOMESTORE	SUPPLIES	\$ 193.96
RIVER CITY PARTS, INC.	PARTS	\$ 54.85
HEADCO MACHINE WORKS	PARTS	\$ 76.50
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 1,107.50
ACCESS SYSTEMS	MAINTENANCE AGREEMENT	\$ 178.44
KONE INC.	SERVICE CALL @ CITY HALL	\$ 527.94
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 221.30
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 3,613.25
TASKE FORCE, INC.	TEMPORARY HELP	\$ 4,350.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 377.70
MCFARLAND-SWAN OFFICE CITY	LIBRARY SUPPLIES	\$ 39.99
ALLIANT	ELECTRIC BILL	\$ 52,186.93
THE CARDBOARD BOX	UPS CHARGES	\$ 149.24
CENTURY LINK	SERVICE	\$ 832.84
PRINCIPAL LIFE INSURANCE CO.	DISABILITY/LIFE INSURANCE	\$ 1,118.05
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 22,840.98
AIRGAS USA, LLC	PARTS/SUPPLIES	\$ 14.55
MEYERS PLUMBING	REPAIRS @ POLICE DEPT	\$ 93.95
SHOEMAKER & HAALAND	ENGINEERING SERVICES	\$ 26,176.75
KEOKUK CONTRACTORS, INC	REPAIRS @ WPC	\$ 2,459.00
LJ INSURANCE INC	INSURANCE PREMIUM	\$ 1,000.00
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$ 891.88
W. L. MILLER COMPANY	STREET DEPT SUPPLIES/MATERIALS	\$ 20,741.70
HY-VEE, INC.	SUPPLIES	\$ 229.28
KEOKUK AREA CONVENTION AND	HOTEL/MOTEL SUPPORT	\$ 34,500.00
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$ 816.48
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 971.00
KNAPHEIDE TRUCK EQ CENTER	PARTS/INSTALL/LABOR	\$ 3,442.24
NIEMANN FOODS, INC./ACE	KVEC SUPPLIES	\$ 19.01
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 24.47
RAINBO OIL COMPANY	AIRPORT SUPPLIES/MATERIALS	\$ 201.00
AUTOZONE	PARTS/SUPPLIES	\$ 228.99
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 944.39
DOUBLE A" GLASS L.L.C. "	INSTALL WINDSHIELD POLICE CAR	\$ 594.64

**REGISTER NO. 5363**

WISS & WISS EQUIPMENT INC.	PARTS	\$ 326.60
CAPITAL ONE	SUPPLIES	\$ 632.92
O'REILLY AUTOMOTIVE INC.	PARTS	\$ 1,978.29
PETERS HEATING & AIR	REPAIRS/MATERIAL GRAND THEATER	\$ 4,890.00
UNIVERSITY OF IA HOSPITALS &	CPR CARDS-FIRE DEPT.	\$ 25.50
MEDIACOM	SERVICE	\$ 372.18
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$ 6,500.00
GRAINGER	WPC PARTS/MATERIALS/FREIGHT	\$ 91.66
HILL'S PET NUTRITION SALES,INC	SUPPLIES ANIMAL CONTROL	\$ 28.40
IMI EQUIPMENT, LLC	PARTS	\$ 599.87
LEXISNEXIS RISK SOLUTIONS	POLICE DEPT AGREEMENT	\$ 142.55
KEVIN B. FEEHAN	VEGETATION CONTROL	\$ 11,617.00
SCHUMACHER ELEVATOR COMPANY	LIBRARY ELEVATOR MAINTENANCE	\$ 455.37
RAILROAD MANAGEMENT COMPANY	SEWER PIPELINE CROSSING RENT	\$ 344.67
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 14.90
CARD SERVICES	LIBRARY SUPPLIES	\$ 33.99
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$ 54.00
SEITHER & CHERRY CO.	LABOR/MATERIALS @ AIRPORT	\$ 2,254.00
MACQUEEN EQUIPMENT, INC.	PARTS/FREIGHT	\$ 150.03
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 1,552.53
ANYTIME FITNESS	POLICE/FIRE MEMBERSHIPS	\$ 4,080.00
WEST CENTRAL FS INC.	BULK FUEL	\$ 25,355.31
VERIZON WIRELESS	FIRE DEPT CELL PHONE SERVICE	\$ 227.68
ASKEW SCIENTIFIC CONSULTING	PROFESSIONAL SERVICES	\$ 9,419.86
ACCO	POOL CHEMICALS	\$ 1,022.30
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 64.40
RESTORIC, LLC	LABOR/MATERIALS @ DEPOT	\$ 5,411.86
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 906.50
ARMSTRONG TRACTOR LLC	MOWER/PARTS	\$ 18,539.43
CINTAS CORPORATION #342	UNIFORM SERVICES	\$ 3,163.66
MIDWEST VETERINARY SUPPLY, INC	KEOKUK ANIMAL SERVICES SUPPLY	\$ 467.15
COMMERCIAL CONTRACTING	LABOR/EQUIP WPC GRIT BASIN JOB	\$ 14,460.00
GAMETIME	PLAYGROUND EQUIPMENT	\$ 1,705.12
ICONNECTYOU	SERVICE	\$ 890.89
AUTO-OWNERS INSURANCE COMPANY	INSURANCE PREMIUM	\$ 1,620.00
FP MAILING SOLUTIONS	LIBRARY POSTAGE METER	\$ 107.82
JOHNSON CONTROLS	LIBRARY FIRE ALARM	\$ 846.62
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 7,621.66
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
QUARTIX INC.	CREDIT MEMO	\$ (579.42)
IOWA ONE CALL	ONE CALL SERVICES	\$ 94.90
HORIZON ARCHITECTURE	DESIGN SERVICES	\$ 7,500.00
NEWBERRY LANDSCAPING LLC	MOW VARIOUS PROPERTIES	\$ 1,040.00
GREATAMERICA FINANCIAL SVCS.	POLICE DEPT LEASE AGREEMENT	\$ 272.08
LIVE VOICE	ANSWERING SERVICE	\$ 392.98



**REGISTER NO. 5364**

SHARED IT INC	IT SERVICES	\$	2,753.22
TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$	3,910.00
POWER SERVICES COMPANY LLC	SERVICE CALL LIFT STATION	\$	291.50
VERTICAL COMMUNICATIONS	SERVICE	\$	150.00
SCOTT'S ULTRA CLEAN LLC	POLICE DEPT JANITORIAL	\$	430.00
MISSISSIPPI VALLEY PHOTOGRAPHY	DRONE PROPERTY SURVEY	\$	269.60
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$	280.95
SCHRAGIS LLC	GIS MAINTENANCE	\$	600.00
REX OTT	AIRPORT MOWING/MAINTENANCE	\$	247.50
MOTOROLA SOLUTIONS, INC.	POLICE DEPT EQUIPMENT/MATERIAL	\$	1,964.38
WALKER OUTDOOR SERVICES	TREE REMOVAL/TRIMMING	\$	27,950.00
		\$	366,872.47



# COUNCIL ACTION FORM

Date: September 18, 2023

Presented By: Broomhall

Subject: Public hearing Carbide First Addition Agenda Item: 7a-d

## Description:

This industrial property formerly known as Elkem Carbide has been vacant since 2007. The City of Keokuk obtained the property in 2021 with the intent to apply for grants to cleanup what is considered a brownfield site and redevelop the site for commercial and industrial reuse.

Earlier this year the City was awarded a two-million-dollar grant from the U.S. Environmental Protection agency to fund cleanup of the area that will be considered Elkem Carbide Subdivision Plat I, this subdivision will contain 6 lots. Eventually the 78.73-acre parcel will be subdivided into 6 parcels, this will benefit in applying for additional grant funding.

The City Planning Commission met August 27, 2023 to review the proposed subdivision, recommendations were to approve.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

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

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

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

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

Funding Sources:

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

Departments:

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

## Set public hearing

Date

September 7, 2023

### Recommendation:

## Approve Preliminary & Final Plat & Plat of Survey

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION APPROVING PRELIMINARY PLAN CARBIDE FIRST ADDITION**

**WHEREAS**, on August 28, 2023, the Planning Commission of the City of Keokuk approved an application to the City of Keokuk to subdivide a portion of property formerly known as Elkem Carbide and legally described on Exhibit A (the “Property”) in accordance with the attached Preliminary Plan, Carbide First Addition as attached hereto as Exhibit B (“the Plan”) identifying Lots 1 through 6, and Lots A & B as access parcels, and

**WHEREAS**, the Property has been surveyed by Thomas J. Anthony, L.L.S, a licensed Iowa land surveyor, shown on the Preliminary Plan dated August 24, 2023, and

**WHEREAS**, this subdivision application does not appear to have identifiable negative impacts on the neighborhood or community; now, therefore

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

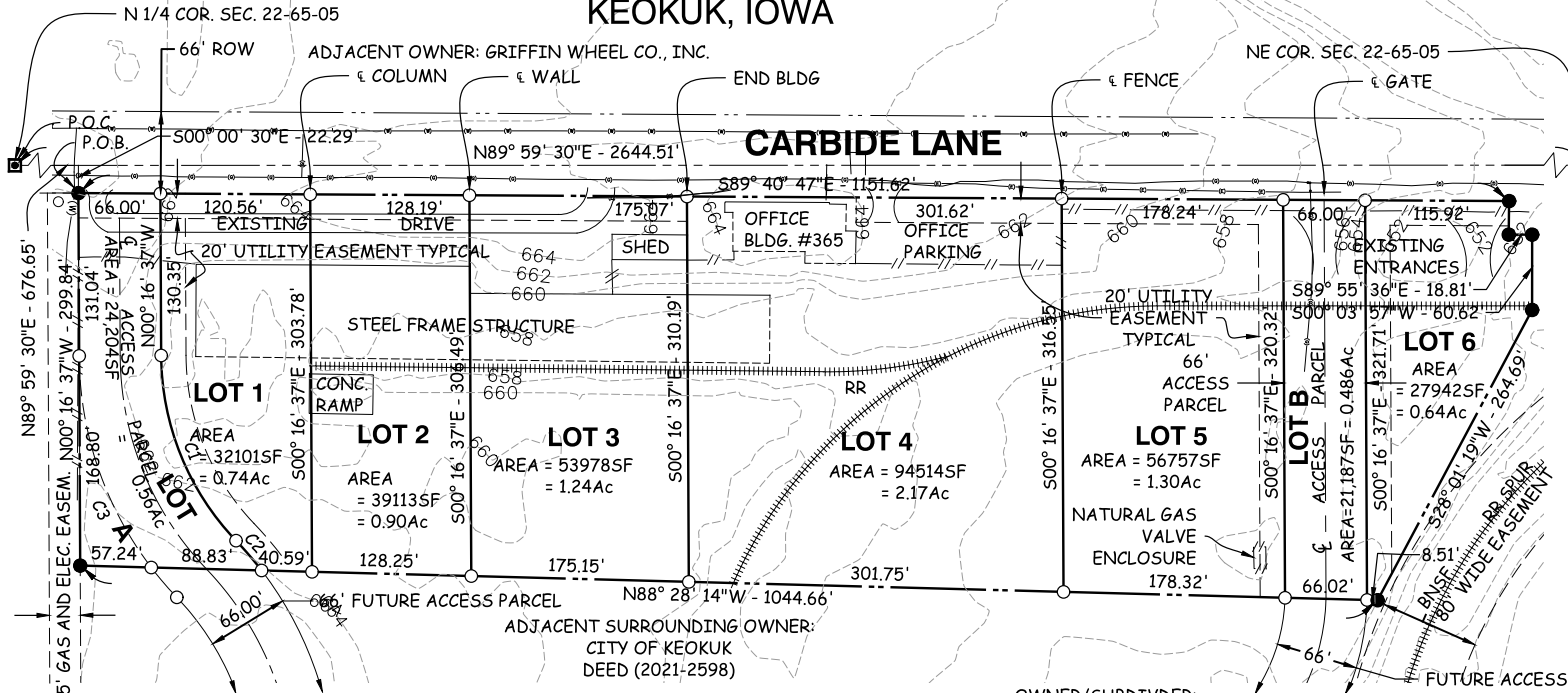
**THAT**, Preliminary Plan, Carbide First Addition, is hereby approved.

**Passed & Approved** this 21<sup>st</sup> day of September 2023.

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

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

PRELIMINARY PLAN  
CARBIDE FIRST ADDITION  
KEOKUK, IOWA



**LEGAL DESCRIPTION:**

PART OF TRACT 'C' OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, ALL PART OF TOWNSHIP 65 NORTH, RANGE 5 WEST OF THE 5TH P.M., IN AND FORMING A PART OF THE CITY OF KEOKUK, LEE COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF SAID NORTH HALF, N89°59'30"E, 676.65 FEET; THENCE S00°00'30"E, 22.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CARBIDE LANE ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N89°40'47"E, 1151.62 FEET; THENCE CONTINUING ALONG SAID LINE S00°39'10"W, 27.00 FEET; THENCE CONTINUING ALONG SAID LINE S89°55'36"E, 18.81 FEET; THENCE S00°03'57"W, 60.62 FEET; THENCE S28°01'19"W, 264.69 FEET; THENCE N88°28'14"W, 1044.66 FEET; THENCE N00°16'37"W, 299.84 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 8.03 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**NOTES:**

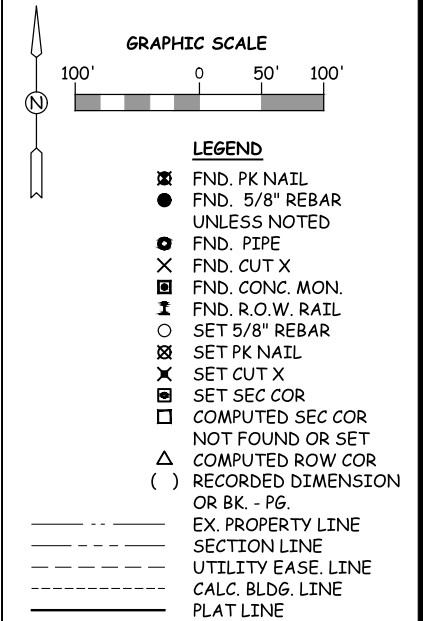
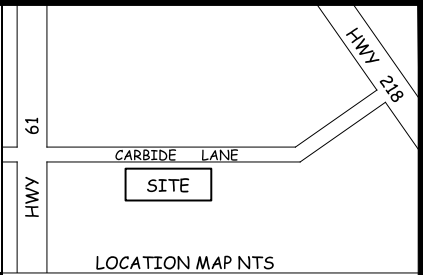
1. CURRENT ZONING CLASSIFICATION: M2

**PRELIMINARY**

OWNER/SUBDIVIDER:  
CITY OF KEOKUK  
501 MAIN ST.  
KEOKUK, IA 52632

PLAN PREPARED BY:  
THOMAS ANTHONY, IA LLS 8295  
SHOEMAKER - HAALAND ENGINEERS

Curve Data					
Curve	Radius	Length	CHB	CH	DELTA
C1	217.00'	164.65'	S22° 00' 50"E	160.73'	43°28'27"
C2	288.00'	31.64'	N40° 36' 15"W	31.62'	6°17'37"
C3	283.00'	183.12'	S18° 48' 51"E	179.94'	37°04'28"



**Shoemaker & Haaland**  
Consulting Engineers & Land Surveyors  
160 Holiday Road  
Coralville, Iowa 52241  
Phone: 319.351.7150  
www.shoemaker-haaland.com

**PRELIMINARY PLAN  
CARBIDE FIRST ADDITION  
KEOKUK, IOWA**

DWN: CNP SURVEY DATE(S): JULY 2023  
CHK: TJA PLAT DATE: 08/24/2023  
SCALE: 1" = 100' REV. DATE:  
FIELD BK.: 1150/

365 CARBIDE LANE, KEOKUK, IOWA

SHPE JOB # 23215 SHEET 1 OF 1

**RESOLUTION NO.**

**A RESOLUTION APPROVING FINAL PLAT CARBIDE FIRST ADDITION**

**WHEREAS**, on August 28, 2023, the Planning Commission of the City of Keokuk approved an application to the City of Keokuk to subdivide a portion of property formerly known as Elkem Carbide and legally described on Exhibit A (the “Property”) in accordance with the attached Final Plat, Carbide First Addition as attached hereto as Exhibit B (the “Plat”) identifying Lots 1 through 6, and Lots A & B as access parcels, and

**WHEREAS**, the Property has been surveyed and certified by Thomas J. Anthony, L.L.S, a licensed Iowa land surveyor, as shown on said Final Plat, and

**WHEREAS**, this subdivision proposal does not appear to have identifiable negative impacts on the neighborhood or community; now, therefore

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

**THAT**, said Final Plat, Carbide First Addition, is hereby approved.

**Passed & Approved** this 21<sup>st</sup> day of September 2023.

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

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

Index Legend

Location: Part of Tract C, N1/2, NE1/4, Section 22-65-05

Requestor: City of Keokuk

Proprietor: City of Keokuk

Surveyor: Thomas Anthony, L.L.S.

Surveyor Company: Shoemaker & Haaland, P.E.

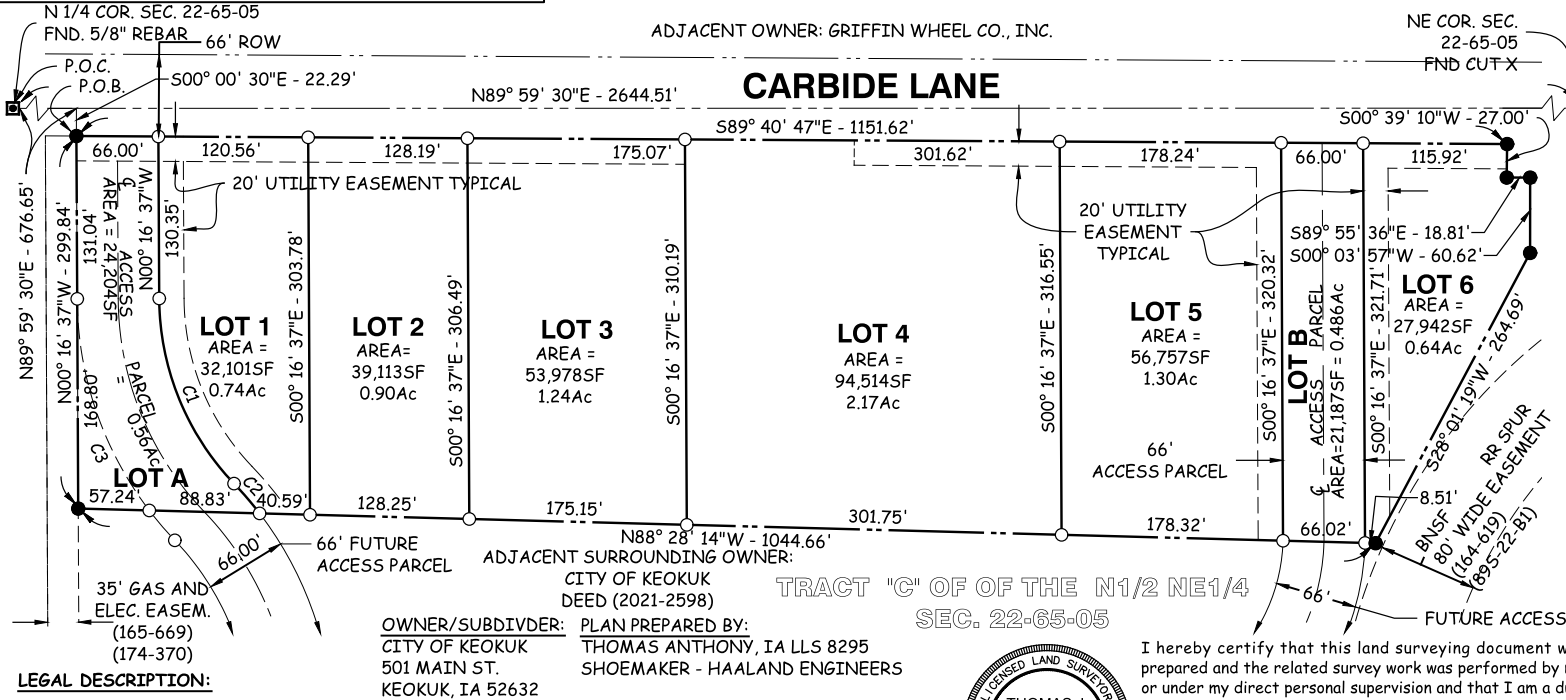
Return To: 160 Holiday Road, Coralville, IA 52241 (319) 351-7150

FINAL PLAT  
CARBIDE FIRST ADDITION  
KEOKUK, IOWA

ADJACENT OWNER: GRIFFIN WHEEL CO., INC.

NE COR. SEC.  
22-65-05  
FND CUT X

FOR RECORDER'S USE ONLY



LEGAL DESCRIPTION:

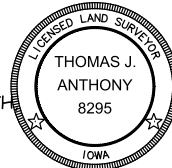
PART OF TRACT 'C' OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, ALL PART OF TOWNSHIP 65 NORTH RANGE 5 WEST OF THE 5TH P.M., IN AND FORMING A PART OF THE CITY OF KEOKUK, LEE COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF SAID NORTH HALF, N89°59'30"E, 676.65 FEET; THENCE S00°00'30"E, 22.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CARBIDE LANE ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N89°40'47"E, 1151.62 FEET; THENCE CONTINUING ALONG SAID LINE S00°39'10"W, 27.00 FEET; THENCE CONTINUING ALONG SAID LINE S89°55'36"E, 18.81 FEET; THENCE S00°03'57"W, 60.62 FEET; THENCE S28°01'19"W, 264.69 FEET; THENCE N88°28'14"W, 1044.66 FEET; THENCE N00°16'37"W, 299.84 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 8.03 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NOTES:

1. CURRENT ZONING CLASSIFICATION: M2

OWNER/SUBDIVIDER: CITY OF KEOKUK  
501 MAIN ST.  
KEOKUK, IA 52632  
PLAN PREPARED BY:  
THOMAS ANTHONY, IA LLS 8295  
SHOEMAKER - HAALAND ENGINEERS



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

**PRELIMINARY**

Thomas J. Anthony Date  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal: Sheet 1 of 1

Curve Data					
Curve	Radius	Length	CHB	CH	DELTA
C1	217.00'	164.65'	S22° 00' 50"E	160.73'	43°28'27"
C2	288.00'	31.64'	N40° 36' 15"W	31.62'	6°17'37"
C3	283.00'	183.12'	S18° 48' 51"E	179.94'	37°04'28"

GRAPHIC SCALE  
100' 0 50' 100'

LEGEND

- FND. PK NAIL
- FND. 5/8" REBAR UNLESS NOTED
- FND. PIPE
- FND. CUT X
- FND. SEC COR
- FND. R.O.W. RAIL
- SET 5/8" REBAR
- SET PK NAIL
- SET CUT X
- SET SEC COR
- COMPUTED SEC COR
- NOT FOUND OR SET
- COMPUTED ROW COR
- RECORDED DIMENSION OR BK. - PG.
- EX. PROPERTY LINE
- SECTION LINE
- UTILITY EASE. LINE
- PLAT LINE

Shoemaker & Haaland  
Consulting Engineers & Land Surveyors  
160 Holiday Road  
Coralville, Iowa 52241  
Phone: 319.351.7150  
www.shoemaker-haaland.com

FINAL PLAT  
CARBIDE FIRST ADDITION  
KEOKUK, IOWA

DWN: CNP, MRK SURVEY DATE(S): AUG, 2023  
CHK: TJA PLAT DATE:  
SCALE: 1"=100' REV. DATE:  
FIELD BK.:

365 CARBIDE LANE, KEOKUK, IOWA

SHPE JOB # 23215 SHEET 1 OF 1

**RESOLUTION NO.**  
**A RESOLUTION APPROVING**  
**PLAT OF SURVEY – AUDITOR’S PARCEL “\_\_\_\_”**

**WHEREAS**, on August 28, 2023, the Planning Commission of the City of Keokuk approved a submittal to the City of Keokuk to survey and plat a portion of property formerly known as Elkem Carbide and legally described on Exhibit A (the “Property”) in accordance with the attached Plat of Survey, as attached hereto as Exhibit B (the “Plat”) identifying the Auditor’s Parcel and Access Road, and

**WHEREAS**, the Property has been surveyed and certified by Thomas J. Anthony, L.L.S, a licensed Iowa land surveyor, as shown on said Auditor’s Plat, and

**WHEREAS**, this Auditor’s Parcel does not appear to have identifiable negative impacts on the neighborhood or community; now, therefore

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

**THAT**, said Plat of Survey – Auditor’s Parcel “\_\_\_\_”, is hereby approved.

**Passed & Approved** this 21<sup>st</sup> day of September 2023.

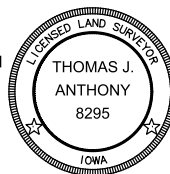
\_\_\_\_\_  
K. A. Mahoney, Mayor

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



# PLAT OF SURVEY - AUDITOR'S PARCEL " " "

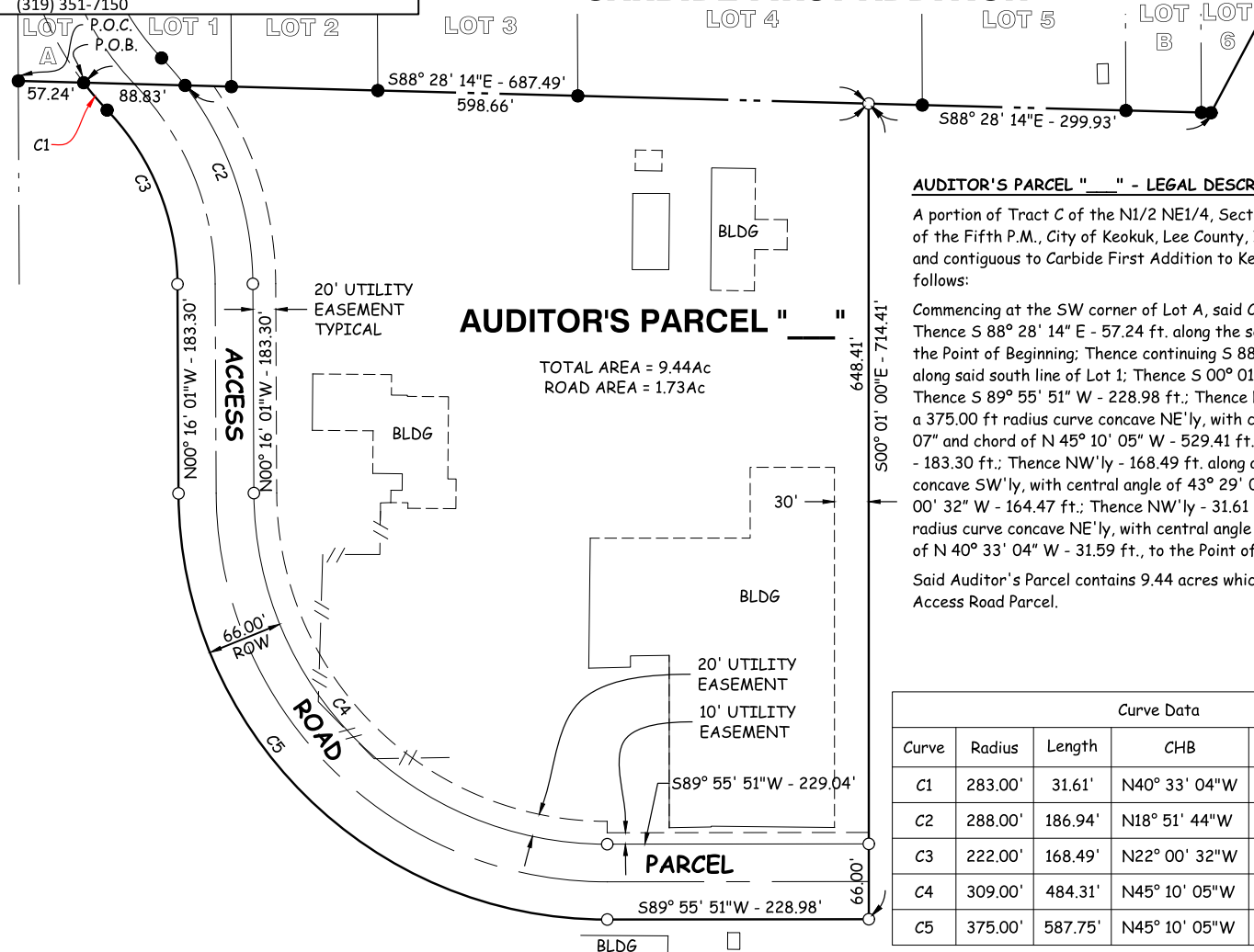
(319) 351-7150



# PRELIMINARY

Pages or sheets covered by this seal: Sheet 1 of 1

## CARBIDE FIRST ADDITION



Said Auditor's Parcel contains 9.44 acres which includes 1.73 acres of Access Road Parcel.

Curve Data					
Curve	Radius	Length	CHB	CH	DELTA
C1	283.00'	31.61'	N40° 33' 04"W	31.59'	6°23'59"
C2	288.00'	186.94'	N18° 51' 44"W	183.68'	37°11'26"
C3	222.00'	168.49'	N22° 00' 32"W	164.47'	43°29'03"
C4	309.00'	484.31'	N45° 10' 05"W	436.24'	89°48'07"
C5	375.00'	587.75'	N45° 10' 05"W	529.41'	89°48'07"

GRAPHIC SCALE

100' 0 50' 100'

LEGEND

⊗ FND. PK NAIL

- ✖ FND. PK NAIL
- FND. 5/8" REBAR
- UNLESS NOTED
- ⊙ FND. PIPE
- ✕ FND. CUT X
- ◻ FND. CONC. MON.
- ⚡ FND. R.O.W. RAIL
- SET 5/8" REBAR
- ✖ SET PK NAIL
- ✕ SET CUT X
- ◻ SET SEC COR
- COMPUTED SEC COR
- △ NOT FOUND OR SET
- △ COMPUTED ROW COR
- ( ) RECORDED DIMENSION
- OR BK. - PG.
- EX. PROPERTY LINE
- SECTION LINE
- UTILITY EASM. LINE
- CALC. BLDG LINE
- PLAT LINE



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[www.shoemaker-haaland.com](http://www.shoemaker-haaland.com)

AUDITOR'S PARCEL " "

DWN.: CNP	SURVEY DATE(S): JULY 2023
CHK: TJA	PLAT DATE: 08/24/2023
SCALE: 1" = 100'	REV. DATE:
FIELD BK: 1150/10	

365 CARBIDE LANE, KEOKUK IA

SHPE JOB # 23215

SHEET 1 OF 1



# COUNCIL ACTION FORM

Date: September 1, 2023

Presented By: Broomhall

Subject: Hold public hearing and vacate/dispose of property Agenda Item: 8

## Description:

Drake & Ashely Custer, 1821 Fairlane requested the vacation and disposal of a 17' x 158'-7" platted unimproved street in Kitzmanns 2nd subdivision and an adjacent 20' x 158'- 7" platted unimproved public right of way that is not part of a subdivision.

A public hearing is required.

The City Planning Commission reviewed and recommended approval of the vacation at their meeting on August 27, 2023.

Cost of property based on the adopted schedule of fee is \$1174.00

Acquisition of platted street and/or alley:

Platted unimproved Streets and Alleys

Up to 5,000 square feet \$ .10 per square feet

Over 5,000 square feet \$ .20 per square feet

Acquisition of platted street and/or alley:

Improved Streets and Alleys

Up to 5,000 square feet \$ .15 per square feet

Over 5,000 square feet \$ .30 per square feet

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

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

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

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

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

Funding Sources:

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

Departments:

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

## Set public hearing

Date

September 7, 2023

### Recommendation:

Vacate and dispose of property.

### Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]





Lofton Dr.

Fairlane

Fairlane

1821  
Fairlane

Bel Air St.

Bel Air Ct.

Waite Ln.

**RESOLUTION NO.**

**A RESOLUTION TO VACATE AND DISPOSE OF AN PLATTED STREET IN KITZMANN 2<sup>ND</sup> SUBDIVISION, CITY OF KEOKUK, LEE COUNTY, IOWA.**

**WHEREAS**, a public hearing was held on September 21, 2023, by the Keokuk City Council on a request to vacate and dispose of city-owned right-of-way described as follows: a 17' x 158' 7" platted unimproved street in Kitzmans 2nd subdivision and an adjacent 20' x 158' 7" platted unimproved public right of way, City of Keokuk, Lee County, Iowa, and found to be of no benefit to the public and should be vacated; and

**WHEREAS**, pursuant to Iowa Code Section 354.23, the City Council declares its intent to vacate and dispose of this City right-of-way by conveying through this vacating instrument all its right, title, and interest in it to the abutting property owners, Daniel D. & Ashley R. Custer; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that the following described city right-of-way is hereby vacated and conveyed to Daniel D. & Ashley R. Custer and all successors in interest as follows: a 17' x 158' 7" platted unimproved street in Kitzmans 2nd subdivision and an adjacent 20' x 158' 7" platted unimproved public right of way abutting lot 9 in Kitze's 2<sup>nd</sup> Subdivision.

**BE IT FURTHER RESOLVED**, that the Mayor and the City Clerk be and are hereby authorized, empowered and directed to take all necessary measures to convey the City's interest in the above-described platted street right-of-way in consideration of sum certain to Daniel D. & Ashley R. Custer, and

**BE IT FURTHER RESOLVED**, that the City Clerk is directed to deliver and record this resolution and attached documents to the County Recorder according to Iowa Code 354.23.

**Passed & Approved** this 21<sup>st</sup> day of September 2023.

---

K. A. Mahoney, Mayor

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



# COUNCIL ACTION FORM

Date: September 15, 2023

Presented By: Broomhall

Subject: Hold public hearing for Encroachment permit Agenda Item: 9a&b

## Description:

Lucky's Irish Pub, 528 Blondeau has requested a permanent encroachment to construct a stone/block wall located on the public sidewalk. Permanent encroachments require a public hearing.

I spoke with Hal Hall requesting a accurate drawing to scale for the proposed project, as of 9/15/23, this office has not received any further information. Mr. Hal may present the drawings at a later date or at the City Council meeting.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

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

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

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

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

Funding Sources:

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

Departments:

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

## Set public hearing

Date

Setember 7, 2023

### Recommendation:

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION GRANTING A PERMANENT ENCROACHMENT FOR A SEATING WALL AT LUCKY'S IRISH PUB, 528 BLONDEAU STREET**

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

**THAT**, the Keokuk City Council has reviewed a request for a permanent encroachment for Lucky's Irish Pub to construct a 10" (W) x 24" (H) stone wall with columns on the public sidewalk, the structure would connect to the building, running 5 feet parallel to Blondeau and 75' parallel to North 6<sup>th</sup> Street, and

**THAT**, a public hearing was held by the City Council of the City of Keokuk on the permanent encroachment request.

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

**WHEREAS**, the permanent encroachment request is hereby approved per submitted plans, the proposed project will be maintained in a safe manner & provide required insurance certificate/special endorsement releasing the City of Keokuk, its elected officials, officers, and employees from liability. If plans are altered, the amendment shall be reviewed by the City Council for approval.

**Passed & Approved** this 21<sup>st</sup> day of September 2023.

---

K. A. Mahoney, Mayor

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





# COUNCIL ACTION FORM

Date: 9-14-2023

Presented By: Pam Broomhall or Casey Barnes

Subject: 1209 Franklin Agenda Item: \_\_\_\_\_

## Description:

Demolition of Nuisance Building  
1209 Franklin  
Due to Structure and Hazard  
Dilapidated and Abandon Vacant Property  
Two Bids recieved

W & S: \$ 16,850.00  
Wynn Company \$12,000.00

## FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-170-6490 Title: Professional Services

Amount Budgeted: 133,140

Actual Cost: 12,000.00

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

Funding Sources:

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

Departments:

Housing  
\_\_\_\_\_  
\_\_\_\_\_

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

**Recommendation:**

### Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING DEMOLITION OF STRUCTURE AND  
APPROVAL OF CONTRACT FOR PROPERTY LOCATED AT 1209 Franklin  
STREET**

**WHEREAS**, the City solicited bids for the demolition and removal of a single-family dwelling, etc. as follows:

**1209 Franklin Street**

Built in 1880, 600 sq. ft. single family dwelling with full basement area. Structure has been vacant for years and is in extremely poor condition. Two bids were received with Wynn Company being low bid at \$12,000.00

**WHEREAS**, all the structure has been declared unsafe to occupy and due to deterioration and is not suitable for rehabilitation.

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

That, the City Council hereby accepts the low bids and authorizes the Mayor to sign contract as presented.

**BE IT FURTHER RESOLVED** that a lien will be filed with the Lee County Treasurers Office against the property for the total amount expended for demolition and related expenses if not paid within thirty (30) days of billing property owner.

Passed & Approved this 21<sup>st</sup> day of September 2023.

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

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



# COUNCIL ACTION FORM

Date: September 21, 2023

Presented By: O'Donnell

Subject: Blue Line Solutions Agreement Agenda Item: \_\_\_\_\_

## Description:

With the passage of Ordinance 20-45 establishing Chapter 9.91 Automatic Traffic Enforcement, the contract with Blue Line Solutions, LLC to provide cameras and services. For the equipment and services, Blue Line will receive forty percent (40%) of all fines collected. Blue Line will install and maintain the equipment.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

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

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

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

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

Funding Sources:

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

Departments:

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Adopted Ord. 20-45

Date

09/07/2023

### Recommendation:

Recommend approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**RESOLUTION APPROVING CONTRACT WITH BLUE LINE SOLUTIONS, LLC**

**WHEREAS**, the City Council of Keokuk, Iowa has adopted Ordinance 20-45 establishing Chapter 9.91 Automated Traffic Enforcement; and

**WHEREAS**, Blue Line Solutions, LLC is a provider of automatic traffic enforcement equipment and services; and

**WHEREAS**, a third-party provider is necessary for automatic traffic enforcement.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA** approves the contract with Blue Line Solutions, LLC to provide automatic traffic enforcement equipment and services..

**PASSED, APPROVED, AND ADOPTED** 21<sup>st</sup> day of September 2023.

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

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

*AN AGREEMENT BETWEEN*

**BLUE LINE SOLUTIONS, LLC.**

**AND**

**KEOKUK, IA**



**TRUEBLUE**<sup>TM</sup>

SPEED ENFORCEMENT | **SCHOOL ZONE**



## AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and **between Blue Line Solutions, LLC** (herein "BLS"), and the **City of Keokuk** (herein "Municipality"), within the State of Iowa.

### RECITATIONS

WHEREAS, the General Assembly of the State of Iowa has authorized localities to enact ordinances to monitor, enforce and penalize violations of school zone and highway construction zone speed limits; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Speed Enforcement System" (herein "ASE" or "ASE System") and the "Manned Photo Laser System" (herein "MPL" or "MPL System"); and

WHEREAS, Municipality desires to use the ASE and MPL Systems to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider and has the right, power, and authority to execute this Agreement; and

WHEREAS, Municipality has no authority to conduct speed enforcement and traffic safety activities on its own, but relies on its duly elected or appointed Chief or Sheriff for law enforcement functions, including speed and traffic enforcement, to include school zones and highway construction safety zones; and

WHEREAS, the Keokuk Police Department has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance;

NOW, THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

**"Agency"** means any state, county, or local law enforcement agency within a state or commonwealth municipality charged with its law enforcement functions. This includes, but is not limited to any: Police Office or Department, Sheriff's Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.

**"Automated Speed Photo Enforcement System" (herein "ASE System," "APSE System," or SPE System)** means a digital, electronic system, used to accurately detect and capture recorded images or video of motor vehicles committing a traffic infraction.





**"MPL System"** means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such date with images of such vehicle.

**"Motor Vehicle"** means, Motor vehicle means any vehicle, machine, tractor-trailer, or semi-trailer propelled or drawn or self-propelled by mechanical power and used upon the roadways or highways in the transportation of passengers or property, or any combination thereof.

**"Motor Vehicle Owner"** means the person or entity identified by the Iowa Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to motor vehicle lease or rental agreement.

**"Municipality"** means, any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include but are not limited to a: hamlet; village; borough (boro), town, township, city, precinct, district, parish, county, or state.

**"Notice of Liability"** means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the ASE and/or MPL System.

**"Notice of Violation"** means a citation, summons or equivalent instrument issued by a competent state or local law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by an ASE or MLP System or Blue Line Solutions as an agent of such law enforcement agent, agency or court.

**"Person" or "Persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority, or political subdivision thereof or any other form of entity.

**"Recorded Images"** means photographic, electronic, digital, or video images of a motor vehicle recorded by an ASE or MLP System and establishing a time sequence of the motor vehicle entering the intersection or speed zone and its speed.

**"Violation Verification"** means a web-based violation processing system used by Certified Police Officer, Peace Officer, Sheriff, Constable, or other Sworn or Certified Law enforcement Agent.

**"Violation"** means failure to obey an applicable traffic law, motor vehicle codes, ordinances, or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit or in a designated enforcement zone, such as a School Zone, School Crossing Zone, or Work Zone, as may be amended from time to time.



**1. BLS AGREES TO PROVIDE:**

The scope of work is identified in “**Exhibit A.**”

**2. MUNICIPALITY AGREES TO PROVIDE:**

The scope of work is identified in “**Exhibit B.**”

**3. TERM AND TERMINATION**

- a. The term of this Agreement shall be for sixty (60) months beginning on the date of the first Notice of Violation/Liability (the “Start Date”) is issued and payable and may be automatically extended for additional sixty (60) month periods at the sole option of Municipality. Either party may terminate this Agreement at the expiration of any term, providing written notice of its intent not to extend the Agreement at least thirty (60) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this Agreement without cause with 60-day notice, provided, however, (a) if the Municipality terminates the Agreement prior to the expiration of any term, the Municipality shall pay the applicable costs set forth in Exhibit C; and (b) the Municipality shall not terminate this Agreement without cause in the first year of the term;
  - ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of either the ASE or MPL Systems or the parties' obligations under this Agreement;
  - iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds, therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.
- b. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use their best efforts to continue processing any pending and legitimate traffic law Violations. Accordingly, the parties shall have the following obligations which continue during the termination process: Municipality shall cease using the ASE and MPL Systems, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement, and BLS shall be entitled to all Fees (as described in **Exhibit C**) specified in the Agreement as if the Agreement were still in effect.



- c. Notwithstanding any provision to the contrary, this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE and MPL Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE and MPL Systems or the enforcement of the underlying infractions shall also automatically terminate this agreement.

#### **4. ASSIGNMENT AND EFFECT OF AGREEMENT**

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors, and assigns as permitted by law.

#### **5. FEES AND PAYMENT**

The Municipality shall pay BLS for all equipment, services, and maintenance based on the Service Fee schedule indicated in "**Exhibit C.**"

BLS shall collect and accumulate all payments to the Municipality on a monthly basis and provide proper payment to the Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS in order to provide a transparent audit process for all payments collected.

#### **6. AVAILABILITY OF INFORMATION**

BLS agrees that all relevant information obtained by BLS through the operation of the ASE and/or MPL Systems shall be made available to the Municipality at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Violation/Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.



## **7. CONFIDENTIAL INFORMATION**

No information provided by BLS to Municipality will be of a confidential nature unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any of the State "Freedom of Information Act," "Open Records Request," or similar laws, insofar as they may be applicable. The Municipality must provide BLS an opportunity to redact proprietary and/or confidential information pertaining to trade secrets and/or sensitive operations before releasing information complying with the records request. This redaction will be done as soon as possible to comply with Iowa law. Any fines, costs, or fees assessed to the city as a result of BLS delays will be reimbursed to the City of Keokuk.

## **8. OWNERSHIP OF THE SYSTEM**

It is understood by the Municipality that the ASE and MPL Systems and all associated hardware and software being provided by BLS are and shall remain, the sole property of BLS unless separately procured by the Municipality. The ASE and/or MPL Systems are being provided to the Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE and MPL Systems, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right to remove any equipment provided, but not the obligation.

## **9. LEGAL COMPLIANCE**

The municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the ASE and/or MPL Systems and associated summons procedures comply with federal, state, and local laws and ordinances.

## **10. INDEMNIFICATION**

The Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. The Municipality acknowledges that they reasonably believe the ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. The Municipality shall comply with the maintenance procedures and manufacturer recommendations for the operation of the ASE System equipment.

The Municipality shall indemnify and hold harmless BLS against any claims arising from:

- a. Violation of any federal, state, and local laws, ordinances, and regulations;
- b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for the operation of the equipment;



- c. Any claims as a result of the negligence or willful misconduct of the Municipality, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

#### **11. LIMITED LIABILITY**

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however, caused and on any theory of liability arising out of or relating to this Agreement.

#### **12. FORCE MAJEURE**

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

#### **13. CORRESPONDENCE BETWEEN PARTIES**

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in Section 21 below.

#### **14. DISPUTE RESOLUTION**

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed, if necessary, by professionally assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

#### **15. ADDITIONAL SERVICES**

Additional systems and services provided by BLS may be added to this Agreement by mutual consent of the parties. In the event the Municipality agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, the Municipality authorizes BLS to withdraw invoiced amounts on a one-time basis, or monthly basis, whichever is chosen by the Municipality, as payment for products/services, subject to review and approval by the Municipality. Such services may include but are not limited to Automated License



Plate Recognition Systems, Mobile Trailers, Surveillance Cameras, Video Management Systems, or other related technologies.

#### **16. VALIDITY AND CONSTRUCTION OF TERMS**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

#### **17. ENTIRE AGREEMENT**

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

#### **18. RECORDS AND AUDIT RIGHTS**

BLS shall maintain during the term of the Agreement all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. BLS agrees to make available to Municipality, during normal business hours all books of account, reports, and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the State public records law and State public records retention schedules, whichever is longer.

Additionally, each party shall have the right to audit the records of the other party pertaining to a Summons issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

#### **19. COVENANT OF FURTHER ASSURANCES**

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.



## **20. NO AGENCY**

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

## **21. NOTICES**

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

### **Notices to Blue Line Solutions:**

Mark Hutchinson, CEO  
4411 Oakwood Dr.  
Chattanooga, TN 37416

### **Notices to the City of Keokuk**

Kathie Mahoney, Mayor  
Zeth Baum, Chief  
501 Main Street  
Keokuk, IA 52632

## **22. COMPLIANCE WITH LAWS**

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition, or provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

## **23. PUBLIC INFORMATION & EDUCATION (PI&E)**

BLS agrees to work with the Municipality toward the implementation of a public information and education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), and dissemination of information through the Municipality School System.





**24. STATE LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Iowa.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

  
By: Jason Friedberg

CITY OF KEOKUK

STATE OF IOWA

  
Authorized Signature (*Municipality*)

Approved and authorized this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.





## **Exhibit A**

### **BLS Obligations and Scope of Work**

1. BLS at the request of the Municipality shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the ASE and MPL System equipment.
2. BLS shall provide the quantities of ASE and MPL System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE and MPL Systems to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.
3. BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing, and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Liability. Subject to the approval and authorization from Municipality, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. Subsequent Notices or collections notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
4. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the ASE and MPL Systems, assuming BLS is authorized to receive such registration data, at no additional cost to the Municipality.
5. BLS shall provide the Agency with an Evidence Package to include a set of images with related documentation for each notice of violation contested.
6. BLS shall provide necessary training for persons designated by the Municipality and the Agency, and provide reasonable public relations resources to Municipality.
7. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by the General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed, or resolved.
8. BLS shall provide to Municipality and the Agency a monthly report of ASE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:
  - a. Total number of Violation events.
  - b. Total number of actionable Violation events.



- c. Total number of Notices of Liability issued.
  - d. Total number of Notices of Liability paid.
  - e. Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the Municipality.
9. BLS shall provide all routine maintenance of ASE and MPL Systems equipment and timely respond to equipment repairs.
10. BLS will provide services and data for public information & education (PI&E) campaigns prior to the deployment of any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E throughout the life of the program.
11. BLS will provide one (1) Thirty-Day warning period at no charge to the municipality as part of this agreement. Additional warning periods, as requested by the municipality, will be subject to the fees per **Exhibit C**.
12. As related to the MPL System only, BLS agrees, upon request by the Agency, to provide reimbursement for overtime or part-time officer pay for hours of MPL System use outside of the officer's normal working hours provided, however, the foregoing shall not apply to warning periods (the first thirty (30) days following the implementation of each MPL system) and the following additional conditions shall apply:
- a. personnel shall be selected by the Agency.
  - b. the MPL Systems and accompanying personnel shall be deployed in areas required by state or local statute and tracked daily for all court documents; and
  - c. if and when this option of deployment with personnel is exercised:
    - i. The location(s) shall be mutually agreed upon by both BLS and the Municipality.
    - ii. BLS will reimburse the Municipality for the officer(s) utilizing the equipment at the following rates: **(Pay rate to be provided by agency and agreed to by BLS)**
      - 1. Full-time officer Overtime – 1.5 times the officer's rate of pay.
      - 2. Full-time officer Regular Time – Officer's rate of pay.
      - 3. The Agency shall be responsible for normal on-duty use of the MPL System by on-duty officers.
    - iii. The Agency will provide an invoice and time sheet to BLS for reimbursement of officer pay by the fifth (5<sup>th</sup>) day of the month following the closing of the preceding month. All payments for the deployed personnel will be delivered to the Municipality on or before the 15<sup>th</sup> day of the month following the closing of the preceding month. The first officer pay reimbursement will accompany



the agency's first 30-day cycle summons revenue check. All payments shall be delivered to the address designated by Municipality in this Agreement.

- iv. BLS has the right to audit the hours of use as logged by the MPL system for verification of hours submitted for payment. Reimbursement will be provided for only those hours in which officers utilize the MPL system for its intended purpose as associated with this agreement.



## **Exhibit B**

### **Municipality Obligations and Scope of Work**

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable law, and/or policies.
2. The Municipality agrees to direct its Agencies and departments to work with BLS with respect to required system and program implementation to the best of their ability and provide reasonable access to Municipality's personnel and facilities in order to permit BLS and the Municipality to fulfill the obligations under this Agreement.
3. The Municipality agrees to use due diligence in working with BLS in securing all necessary permits or other documentation necessary to operate ASE and MPL Systems under its control. Further, if ASE systems are operated in school zones or construction zones. The municipality shall also assist BLS in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality, or other government agency, as applicable, for operation in such locations. The municipality shall provide any necessary permits at no cost to BLS.
4. The Municipality will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricity hookup, etc. needed. The municipality will work with BLS to obtain all Municipality, state, and/or special permits needed for the placement of poles, electricity, or any other service needed for the installation and usage of the ASE System.
5. The Municipality shall issue a letter to BLS showing its authorized use for the pole identified for ASE System to be mounted.
6. The Agency shall ensure that each ASE and MPL System shall be in place and operating each month in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God, or court order.
7. To the extent possible, the court or hearing body for contested citations shall diligently prosecute each valid Notice of Liability. Further, the Municipality or court shall inform BLS with monthly updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed, or resolved for contested violations.
8. The Municipality and/or Agency shall cause an authorized officer of the agency to carefully review each potential Violation captured by the ASE and MPL System and shall transmit an electronic signature to each Notice of Liability approved by the Municipality.
9. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral, and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.



10. To the extent possible, the Municipality shall provide a judge, hearing officer, and court facilities to schedule and hear disputed citations.
11. The Municipality shall provide customary fine collection services for all final dispositions for contested violations. The Municipality agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
12. The Municipality shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.
13. As necessary, Municipality shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of Municipality for the purposes of accessing vehicle ownership information on behalf of Municipality.
14. If the Agency operates the ASE systems in school zones, the Municipality shall supply BLS with appropriate school schedules and times for pre and ongoing programming of cameras and other system equipment for use, as provided by the school system. The Municipality and/or the Agency shall also notify BLS of any unscheduled school closings or disruptions in the normal schedule. This includes early dismissals, snow days, school cancellations, etc. BLS shall wait one business day to process any violations received so as to ensure adequate time is given for any potential such notification. To the extent permitted by law, the Municipality shall indemnify and hold harmless BLS against all liabilities and expenses arising from the Municipality's failure to notify BLS of any closings or changes in school schedules.
15. The Municipality shall promptly reimburse BLS for negligent or intentional damage to the ASE and MPL System caused by the Municipality, its employees, or authorized agents.
16. The Municipality shall provide a project manager or other designated individual with authority to execute the Municipality's responsibilities under the Agreement.
17. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility with the written authority provided by the Municipality.
18. The Municipality agrees to be responsible for notifying BLS of any resignations or terminations of their personnel for removal from all applicable systems. This is required to maintain CJIS access and compliance.
19. The Municipality agrees to operate all ASE systems as per **Exhibit E**.
20. The Municipality agrees to provide and maintain current all information requested on **Attachment A**.



## **Exhibit C**

### **IOWA Service Fees & Pricing**

The Municipality agrees to the below financial terms:

1. Blue Line Solutions will provide a turn-key Automated Speed Enforcement System (ASE) and/or Manned Photo-Laser (MPL) System and equipment, including;
  - a. Equipment and infrastructure installation, communications, and wireless integration;
  - b. Ongoing service and maintenance; and
  - c. Ongoing Public Information & Education programs; and
  - d. Access to secure, web-based violation processing and review system; and
  - e. All website and Call Center Support and back-office operations; and
  - f. Violation processing services, DMV and NCIC records access; and
  - g. Violation/Liability notice issuance and mailing; subsequent reminder mailed notice; and
  - h. Credit Card and other payment processing services; and
2. Revenue from paid Notice of Violation/Liability shall be shared between the two parties:
  - a. The Municipality's portion shall be **60%** of all paid Notices of Liability, and BLS's portion shall be **40%** of all paid Notice of Liabilities. No fees or charges will be assessed to the agency for non-paid violations. If the Municipality reduces the time of operation of ASE systems from the maximum time allowed by law and or minimum speed enforcement threshold, the Municipality agrees the above revenue share will reverse such that the Municipality's portion shall be **40%** of all paid Notices of Liability and BLS's portion shall be **60%** of all paid Notice of Liabilities.
3. Fees include all costs required and associated with ASE/MLP System installation, maintenance infrastructure, development, and implementation are recovered equally and monthly by BLS over the initial term of this agreement from net revenue generated and apportioned to BLS under this revenue-sharing agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery of the above-stated costs by BLS, the Municipality will be responsible for the balance.

The parties agree the cost of installation, infrastructure, development, and implementation of the ASE System is **\$75,000** per installed ASE System zone, and upon early termination under Section 3.a.(i) prior to the end of the initial term of this agreement. Full payment of all such costs will be due within 30 days after the date of termination.



#### 4. Additional Warning Periods

BLS will provide one (1) Thirty-Day warning period at no charge to the Municipality as part of this agreement. The fee for additional warnings shall be \$25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

#### 5. Additional & Special Reporting Requests

Additional requests for special reports for Freedom of Information Act (FOIA) Requests, Open Records requests, or additional information such as historical program data, captured data, audit, and/or financial information beyond the scope of this agreement may be subject to additional fees. The fee for this additional reporting work and report generation will be two-hundred-and-fifty (\$250) dollars per hour and will be subtracted from the Municipality's gross receipts of paid summonses. A time estimate will be provided if the estimated time to complete exceed five (5) hours.

#### 6. Violation Information Sheet – *Hand-held only*

**Optional:** BLS will make available a Violation Information Sheet (VIS) for mailing with Violations. The VIS will include general information about the automated speed enforcement program, the varying methods in which it is administered, and traffic-related statistics to validate the need for the program. The fee for this service will be \$2.50 per mailed Violation and shall be subtracted from the Municipality's gross receipts. ☐ **Place X in the box if declined.**

#### 7. Fees Charged to Violators

A credit card convenience fee of \$5.90 to be charged to the violator using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. Such convenience fees shall be collected by BLS during payment of Violation and shall not be shared with Municipality or included in Municipality's share of Revenue.

#### 8. Pricing Alteration

This pricing may be changed by agreement of both parties in the event the General Assembly changes allowable charges by statute.



## **Exhibit D**

### **1. Number and Locations of ASE and MPL System Equipment**

The number of ASE and MPL Systems, as well as the locations for equipment installation, will be determined after a careful analysis by the Municipality, the Agency, and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways. Prior to study, the initial quantity is expected to be:

- a. ( ) ASE System(s) will be provided: Unit quantity may be changed without contract amendment.
- b. ( ) MPL System(s) will be provided: Unit quantity may be changed without contract amendment.

### **2. Automated License Plate Recognition (ALPR) Cameras**

BLS may choose to provide Automated License Plate Recognition (ALPR) cameras with an ASE System under this agreement, as long as this agreement remains in effect, and provided that Municipality operates each ASE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the ASE infrastructure. Additional ALPR systems may be purchased as described in Section 15 of this agreement.

### **3. Expert Witness**

BLS shall provide an expert witness for the first set of court hearing scheduled for contested tickets. Thereafter, a complete evidence package will be provided to the agency for use at regular hearings. As may be reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the ASE and MPL Systems, BLS will provide an expert witness for summonsed proceedings. The cost of travel and lodging will be billed to the program and funds deducted from program revenue.





## **Exhibit E**

### **Automated Speed Enforcement (ASE) System Operations**

#### **1. Operating Times**

The municipality agrees to operate ASE Systems in designated areas for the maximum time permitted by law. As provided by the Municipality in Attachment A.

#### **2. Operating Speeds**

The municipality agrees to operate ASE Systems in areas at the minimum enforceable speed limit permitted by law. As provided by the Municipality in Attachment A.

#### **3. School Zone Flasher Schedule**

The municipality agrees to provide active school zone flasher times to BLS, and maintain the schedule, updating each semester or as needed. The municipality will ensure that the Flasher programming matches the school zone flasher schedule.

Agreed to this date: \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature** (Municipality)

\_\_\_\_\_  
**Date**

\_\_\_\_\_

Signature  
Blue Line Solutions, LLC  
4411 Oakwood Dr.  
Chattanooga, TN 37416

\_\_\_\_\_  
Date



## Attachment A

Blue Line Solutions, LLC  
3903 Volunteer Dr., Suite 400  
Chattanooga, TN 37416  
423.333.0490



AGENCY: \_\_\_\_\_  
AGENCY CONTACT: \_\_\_\_\_  
CONTACT NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
DATE VERIFIED: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

The information requested below is vital for the speed enforcement program. We ask that you fill out the form below to ensure that Blue Line Solutions provides the exact data required for each school zone where there will be enforcement and reporting.  
*Please contact and visit the schools to ensure school zone times and posted speed limits are correct.*

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:
					Morning:	Bell Times:
					Afternoon:	Mid-Day Enforcement:



School Zone Speed Study Verification Form - Rev 01/22/2023



# COUNCIL ACTION FORM

Date: September 21, 2023

Presented By: O'Donnell

Subject: First Right of Refusal Agenda Item: \_\_\_\_\_

## Description:

Decker Mfg. is purchasing Parcel No. 044521221520060 in Kindusry Park from KEDC. The City owns Parcel No. 044521223010030 in Kindustry Park. Decker would like to retain First Right of Refusal on the City parcel for possible future expansion.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

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

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

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

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

Funding Sources:

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

Departments:

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date

---



---

### Recommendation:

Recommend approval.

Recommend approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**RESOLUTION APPROVING FIRST RIGHT OF REFUSAL AGREEMENT**

**WHEREAS**, Decker Manufacturing Parcel No. 044521221520060 in Kindustry Park; and

**WHEREAS**, Decker Manufacturing desires to have the ability to expand their planned facility in the future; and

**WHEREAS**, the City of Keokuk, Iowa owns Parcel No. 044521223010030 in Kindustry Park; and

**WHEREAS**, Parcel No. 044521223010030 is adjacent to Parcel No. 044521221520060

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA** approves the Agreement of First Right of Refusal for Parcel No. 044521223010030 in Kindustry Park with Decker Manufacturing.

**PASSED, APPROVED, AND ADOPTED** 21<sup>st</sup> day of September 2023.

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

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

**RIGHT OF FIRST REFUSAL AGREEMENT  
FOR PURCHASE OF REAL PROPERTY**

**THIS AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Keokuk, Iowa, as Seller (hereinafter referred to as the “City”) and Decker Manufacturing Company, as Buyer (hereinafter referred to as “Decker”),

**WITNESSETH:**

**WHEREAS**, the City is the owner of certain real estate described as follows:

Parcel No. 044521223010030 and Parcel No. 044521221770040. See legal description in Exhibit A attached hereto.

**WHEREAS**, Decker desires to secure an Exclusive Right of First Refusal to purchase the described real estate under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged by the City, and for the mutual covenants contained in this Agreement, the parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 “Execution Date” shall mean the day upon which the last party to sign this Agreement duly executes this Agreement.
- 1.2 “Right of First Refusal Fee” shall mean the amount paid by Decker pursuant to paragraph \_\_\_\_\_, below.
- 1.3 “Term” shall mean the period commencing on the Execution Date and ending on \_\_\_\_\_, 20\_\_\_\_\_.
- 1.4 “Offer Date” means that date upon which Decker receives notice from the City of its intent to sell the Premises.
- 1.5 “Exercise Date” shall mean that date upon which Decker sends its written notice to the City exercising its Purchase Right.

2. **GRANT OF RIGHT OF FIRST REFUSAL.** City grants to Decker the Right of First Refusal and privilege (“Purchase Right”) to purchase the real estate described in Exhibit A upon the terms and conditions contained in this Agreement.

3. **PAYMENT OF RIGHT OF FIRST REFUSAL FEE.** Decker agrees to pay the City a Right of First Refusal Fee in the amount of \$\_\_\_\_\_, receipt of which is hereby acknowledged by the City. If Decker exercises the Purchase Right, said fee will be applied to the Earnest Money due under the Purchase and Sale Agreement.

4. **TERM.** This Agreement shall continue in full force and effect for a period of ten (10) years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2033.

5. **OFFER OF RIGHT OF FIRST REFUSAL TO DECKER.** In the event the City receives at any time during the term of this Agreement and/or extension of this Agreement, a bonafide, written offer from a third party to purchase the real estate described herein, or any part thereof, ("Third Party Offer"), and the City decides to sell the Premises under the terms of such offer, City agrees that it first shall give notice promptly to Decker. The Notice shall be in writing and shall be sent by certified mail and shall include a copy of the Purchase Agreement executed by the City and the third party and any addenda thereto. The City shall notify the third parties seeking to purchase the Premises of Decker's Purchase Right.

6. **EXERCISE OF PURCHASE RIGHT.** Decker may exercise its Purchase Right at any time within thirty (30) days after receipt by Decker of the Written Notice, referred to herein, by sending written notice by certified mail of its intent to exercise its Right of First Refusal to the City.

7. **CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY.** In the event Decker exercises its Purchase Right as provided in this Agreement, the City and Decker shall enter into a purchase agreement within ten (10) days of the Exercise Date on substantially the terms disclosed in the Third Party Offer, and Decker shall deposit the Earnest Money provided for in such agreement, less the amount of the Right of Refusal Fee(s) paid under paragraphs Three (3) and Four (4), if applicable.

8. **DECKER FAILURE TO EXERCISE PURCHASE RIGHT.**

a) If Decker fails to exercise its Purchase Right within said thirty (30) day period, the City shall be entitled to retain the Right of First Refusal Fee(s), and sell the Premises to the third party making the offer under the same terms and conditions at the same price as initially set forth in the Third Party Offer as presented to Decker. Decker's rights under this Agreement are continuing rights applicable to each and every contemplated sale of the real estate described herein, during the Term and/or extended Term. Decker's failure to exercise its Purchase Right in any one instance shall not constitute a waiver or release of such rights as to future sales or offer to buy the Premises from time to time during the Term, and/or extended Term.

b) In the event Decker fails to exercise its rights to purchase Parcel No. 044521223010030 and said Parcel is sold to a third party within ten (10) years of this Agreement or extension thereof, City will compensate Decker for construction costs of installing a driveway over said Parcel No. upon presentation of appropriate receipts, based on a sliding scale of 90% in year 9 down to 10% in year 10.

9. **DEFAULT BY THE CITY, REMEDIES OF DECKER.** If the City fails to perform its obligations under this Agreement, Decker shall be entitled to either sue for specific performance or terminate this Agreement and sue for money damages. Upon execution by the

parties of the purchase agreement, their respective rights and remedies shall be as provided in that agreement.

10. **EXECUTION BY BOTH PARTIES.** This Agreement shall not become effective and binding until fully executed by both the City and Decker.

11. **NOTICES.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the City:

City of Keokuk, Iowa  
c/o City Clerk  
501 Main St.  
Keokuk, IA 52632

If to Decker:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Keokuk, IA 52632

Any notice given by mail shall be deemed given when deposited in the U. S. Mail. Any notice given by overnight courier service shall be deemed given when deposited with such service.

12. **GOVERNING LAW.** The laws of the State of Iowa shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the Courts of the State of Iowa.

13. **ENTIRE AGREEMENT.** This Agreement (including all addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms, and all prior negotiations and agreements relating to the subject matter of this Agreement are merged herein. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both the City and Decker.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the day and year first above written.



CITY OF KEOKUK, IOWA

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

Name: Kathie Mahoney

Title: Mayor

Date:\_\_\_\_\_, 2023

DECKER MANUFACTURING COMPANY.

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

Name:

Title: President

Date:\_\_\_\_\_, 2023

## ATTACHMENT A

All of lots 8 and 12, EXCEPT the North Four Hundred (400.00) feet thereof, Kindustry Park, City of Keokuk, Lee County, Iowa; beginning at the Northwest Comer of said Lot Eight (8); thence South Eighty-nine (89) degrees Fifty-four (54) minutes Forty (40) seconds East Two Hundred Forty-four and Forty-six Hundredths (244.46) feet with the North right of way line of said Lot Eight (8) to a point of curvature; thence Southeasterly Three Hundred Sixty-nine and Ninety-five Hundredths (369.95) feet with a curve concave Southwesterly having a L.C. bearing of South Forty-four (44) degrees Forty-eight (48) minutes forty-four (44) seconds East, Three Hundred Thirty-two and Ninety-one Hundredths (332.91) feet to a point of tangency; thence South Zero (00) degrees Seventeen (17) minutes Eleven (11) seconds West, One Hundred Sixty-four and Nineteen Hundredths (164.19) feet; thence North Eighty-nine (89) degrees fifty-four (54) minutes forty (40) seconds West, Four Hundred Eighty and Twenty-eight Hundredths (480.28) feet to the West line of said Lot Eight (8); thence continuing North Eighty-nine (89) degrees, fifty-four (54) minutes forty (40) seconds West, Two Hundred Sixty-six and Eighty-three Hundredths (266.83) feet to a point located on the Southerly line of said Lot Twelve (12); thence North Sixty-nine (69) degrees thirty-five (35) minutes thirty-three (33) seconds West, Two Hundred Twenty-seven and Twenty Hundredths (227.20) feet to a point on curvature; thence .with the South right of way line of Kindustry Road the following courses and distances: Northerly Ninety-eight and Thirty-seven Hundredths (98.37) feet with a curve concave Westerly having a L.C. bearing of North Eleven (11) degrees Twenty-seven (27) minutes Fifty-five (55) seconds East, Ninety-seven and Ninety-seven Hundredths (97.97) feet to a point of reverse curvature; Northeasterly Three Hundred Twenty-seven and Fifty-three Hundredths (327.53) feet with a curve concave Southeasterly having a L.C. bearing of North Forty-two (42) degrees Twenty-six (26) minutes thirty-one (31) seconds East, Three Hundred One and Sixty-five Hundredths (301.65) feet to a point of non-tangential curvature; Easterly One Hundred Twenty-nine and Sixty-four Hundredths (129.64) feet with a curve concave Northerly having a L.C. bearing of South Eighty (80) degrees Thirteen (13) minutes .zero (00) seconds East, One Hundred Fifteen and Twenty-two Hundredths (115.22) feet to a point of compound curvature; Easterly Sixty-seven and Fifty Hundredths (67.50) feet with a curve concave Southerly having a L.C. bearing of North Seventy-one (71) degrees, Seven (07) minutes Forty-Seven (47) Seconds East, Sixty-six and Twenty-eight Hundredths (66.28) to a point tangency; thence South Eighty-nine (89) Degrees Fifty-four (54) minutes Forty (40) seconds East, Eighty-two and Forty-eight Hundredths (82.48) feet to the point of beginning, containing Seven and Eight Hundred Seventy-two Thousandths (7.872} acres;

AND

ALL OF LOT 13, KINDUSTY PARK, CITY OF KEOKUK, LEE COUNTY, IOWA, EXCEPT PCLB.



# COUNCIL ACTION FORM

Date: September 21, 2023

Presented By: O'Donnell

Subject: Setting Public- Granting of Easement Agenda Item: \_\_\_\_\_

## Description:

Decker Manufacturing is purchasing a lot in Kindustry Park Kindusrty from KEDC. The City owns a lot directly adjacent to the lot being purchased that has access to Kindustry Road. Decker is requesting an easement across the lot for access to the rear of the building they intend to construct. Prior to any action, a public hearing must be held. Staff recommends October 5, 2023, 5:30 PM.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

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

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

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

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

Funding Sources:

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

Departments:

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date

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### Recommendation:

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## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**RESOLUTION SETTING PUBLIC HEARING ON GRANTING OF EASEMENT**

**WHEREAS**, Decker Manufacturing is purchasing Parcel No. 044521221520060 in Kindustry Park; and

**WHEREAS**, Decker Manufacturing desires to have the ability to access said parcel from the backside; and

**WHEREAS**, the City of Keokuk, Iowa owns Parcel No. 044521221770040 in Kindustry Park; and

**WHEREAS**, an easement, hereto described, across No. 044521221770040 would allow Decker Manufacturing said back side access:

The North Four Hundred (400) Feet of Lot Twelve, in Kindustry Park, City of Keokuk, Lee County, Iowa, with the grantor reserving for itself a perpetual easement for ingress and egress across the following described property: The East 15.0 feet of Lot 12 in Kindustry Park, City of Keokuk, Lee County, Iowa, being subject to easements of record, the plat of said Kindustry Part recorded June 29, 1987, at microfilm 87S-35 C1 in the Lee County Recorder's Office, Keokuk, Iowa.

**WHEREAS**, a public hearing on granting of said easement must be held before final action of City Council of Keokuk, Iowa.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA** shall hold a public hearing on the granting of an easement across Parcel No. 044521221770040, as previously described, on October 5, 2023, at 5:30 PM, City Council Chambers, Keokuk City Hall, 501 Main St.

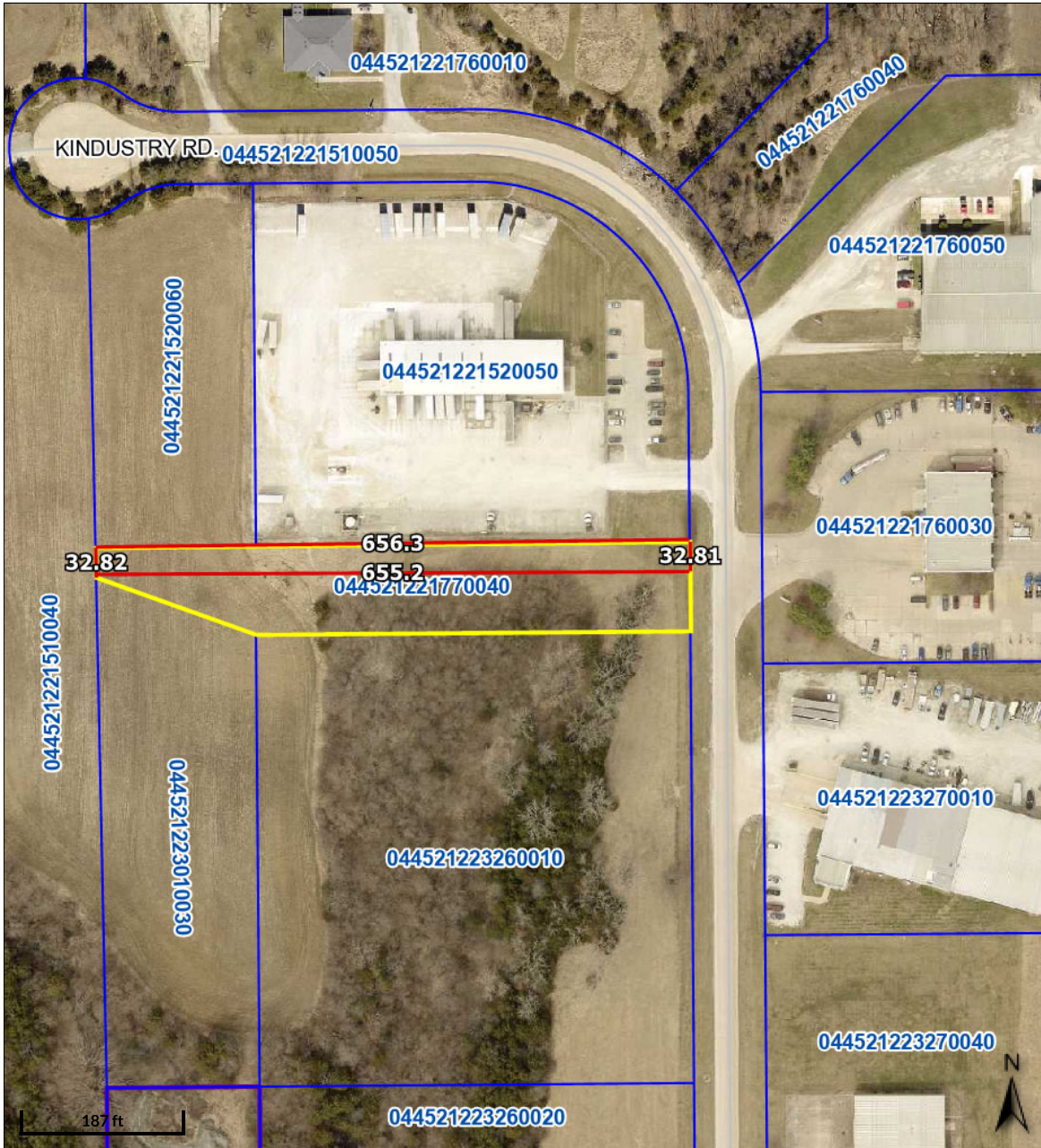
**BE IT FURTHER RESOLVED** that the City Clerk shall publish notice of the Public Hearing pursuant to Iowa Code.

**PASSED, APPROVED, AND ADOPTED** 21<sup>st</sup> day of September 2023.

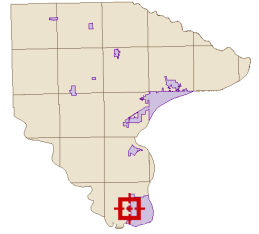
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K.A. Mahoney, Mayor





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



#### Overview



#### Legend

-  Corporate Limits
-  Geographic Townships
-  Parcels
-  Named Roads

Date created: 9/12/2023  
Last Data Uploaded: 9/11/2023 10:14:40 PM

Developed by  **Schneider**  
GEOSPATIAL

### **NOTICE OF PUBLIC HEARING**

The City Council of Keokuk, Iowa will hold a public hearing on October 5, 2023, 5:30 PM at the Keokuk City Hall, 501 Main St. The purpose of the meeting will be to discuss the granting of an easement across city owned property, Parcel No. 044521221770040, in Kindustry Park for the use of access by Decker Manufacturing to Parcel No. 044521221520060 in Kindustry Park. At the appointed time and place, the City Council will take comments and questions on said easement. Written comments may be submitted to the City Clerk, 501 Main St, Keokuk, Iowa 52632 or [celanfaoui@cityofkeokuk.org](mailto:celanfaoui@cityofkeokuk.org).



# COUNCIL ACTION FORM

Date: September 17, 2023

Presented By: Broomhall

Subject: Set public hearing permanent encroachment Agenda Item: 14

## Description:

Alcohol & Drug Dependency of Southeast Iowa, 928 Main Street has requested a permanent encroachment to construct an ADA ramp along the 10th Street side of their building.

A public hearing will be scheduled for October 5, 2023

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

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

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

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

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

Funding Sources:

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

Departments:

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

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



# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

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### Recommendation:

## Set hearing

Set hearing

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**SET A PUBLIC HEARING ON A PERMANENT ENCROACHMENT PERMIT  
FOR ALCOHOL & DRUG DEPENDENCY SERVICES OF SOUTHEAST IOWA,  
928 MAIN STREET**

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

**THAT**, a request from Alcohol & Drug Dependency Services of Southeast Iowa, 928 Main Street has requested a permanent encroachment to construct ADA ramp on the 10<sup>th</sup> Street side of their building.

**WHEREAS**, a public hearing shall be conducted by the City Council of the City of Keokuk on a permanent encroachment.

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

That a Public Hearing on the request for a permanent encroachment from Alcohol & Drug Dependency Services of Southeast Iowa, 928 Main Street to construct an ADA ramp be scheduled for 5:30 p.m., October 5, 2023, in the City Council Chambers, 501 Main Street, Keokuk, Iowa, and further that the following public notice of the time and place of said public hearing shall be given by publication in the Daily Gate City, a local paper of general circulation, as required by the Code of Iowa.

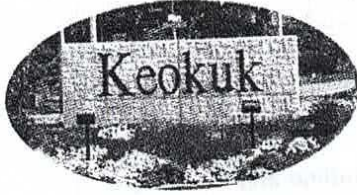
Passed & Approved this 21<sup>st</sup> day of September 2023.

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

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

## **PUBLIC NOTICE**

The City Council of the City of Keokuk, Iowa will hold a public hearing at 5:30 p.m., October 5, 2023, p.m. in the City Council Chambers, 501 Main Street, on a request for a permanent encroachment for Alcohol & Drug Dependency Services of Southeast Iowa, 928 Main Street to construct an ADA ramp along the 10<sup>th</sup> Street side of said property.



# ENCROACHMENT PERMIT APPLICATION

City Hall  
501 Main Street  
Planning & Zoning  
319-524-2050 Ext. 2209

The adopted Encroachment Policy represents the City of Keokuk's position with regard to proposed encroachments and the private use of public right-of-way within the corporate limits of the City of Keokuk, Iowa. In the context of this application, "public right-of-way" refers to all public sidewalks; street and alley right-of-way; and parks, open space, and other properties or lots owned or controlled by the City of Keokuk.

This Encroachment Permit Application solely covers encroaching on the public right-of-way and by no means covers other permits or licenses required by individuals or businesses to bring or have merchandise for the purpose of selling the merchandise within the corporate limits of the City of Keokuk.

Encroachment Policy for the City of Keokuk is on file with the City Development Department.

## 1) GENERAL INFORMATION

Address/Location of Encroachment

Name of Applicant:

Address:

Signature of Applicant:

Name of Property Owner:

Signature of Property Owner:

Type of Permit Requested:

Length of Time Requested for Permit:

928 Main St / West side of bldg

Alcohol & Drug Dependency Services

928 Main St

Phone: 319 524 4397

Date: 9.12.23

Jessie Jones

ADDS

Phone: 319 753 4567

Date: 9/14/23

PERMANENT

TEMPORARY

VERTICAL

permanent

## 2) ENCROACHMENT INFORMATION

Describe the requested encroachment (use back of sheet if necessary). What is it, what does it include, height, dimensions, hours of operation, reason seeking encroachment, how it will be managed, etc:

We request permission to build a ramp outside of our second exit which is along the west side of our building. We request for to safety reasons for ADA compliance. If the 1 door who stairs is blocked due to a safety concern - anyone requiring a ramp out of the building would not be able to leave the building. Examples of safety risks/hazards would be fire, active shooter, etc.

PLEASE MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED, WERE APPLICABLE.

## SUBMITTAL INFORMATION

✓ **SITE PLAN MUST BE SUBMITTED:** showing proposed encroachments, building outline and dimensions, property lines and dimensions, driveways, and all easements and utilities that are in the vicinity of the proposed encroachments.

✓ **PICTURE/ILLUSTRATION:** including dimensions of proposed encroachment including special features.

✓ **FORMS:** Copy of Insurance Certificate or Special Endorsement Form – releasing the City, its elected boards, officers, agents, and employees from liability or the above mentioned as being additional insured.

N/A **HEALTH CERTIFICATE** (if applicable – selling food or drink) with expiration date: N/A

The applicant Alcohol & Drug Dependency agrees to construct all encroachments in accordance with the Keokuk Encroachment Policy and all other applicable ordinances and regulations of the City of Keokuk, Iowa, and further agrees to hold the City harmless from any liability incurred as a result of the placement of any encroachment.

[Signature]  
Signature of Applicant

9/14/23  
Date

## DEVELOPMENT DEPARTMENT REVIEW

Conditions or explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Community Development Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Public Works

\_\_\_\_\_  
Date

### • TEMPORARY / VERTICAL ENCROACHMENT APPROVAL:

APPROVED

☐

DENIED

☐

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### OFFICE USE ONLY

Permit Type: \_\_\_\_\_

Dates Allowed: \_\_\_\_\_

Zoning District: \_\_\_\_\_

Fee: \$ \_\_\_\_\_

Paid: \_\_\_\_\_

Historic District: \_\_\_\_\_



## 5) DEFINITIONS

**ENCROACHMENT** – To intrude or infringe upon the property of another. An individual or business setting anything in the public right-of-way, whether it be permanent, temporary, continuous, or special event in nature. Examples of items that would encroach include: tables, chairs, benches, furniture, clothing racks, signs, stairs, railings, ramps, planters, and awnings.

**PERMANENT ENCROACHMENT** – Any item permanently attached to the ground or because of size or weight cannot be relocated without special equipment or large expense. The encroaching item is considered permanent if it is not the intent of the applicant to move the item after it is in place. An encroachment that may be moved, but will remain for an extended period of time or continually, would be considered a permanent encroachment (A-frame sign). Examples include but are not limited to benches, planters, ramps, steps, stairs, awnings, signs, and balconies.

**PUBLIC RIGHT-OF-WAY** – Land owned or controlled by the local, state, or federal government, usually over which facilities such as roads, highways, railroads, or power lines are built. In most cases this would include the area between the street and the private property line.

**SPECIAL EVENT** – Something designated for a particular occasion such as Crazy Days and other Main Street sponsored events, neighborhood block party, etc.

**TEMPORARY ENCROACHMENT** – Any item that is not permanent or fixed in nature and can be moved from one location to another. Examples include but are not limited to tables, chairs, clothing racks, planters, benches, and temporary signs.

**VERTICAL ENCROACHMENT** – Any item that projects over the public right-of-way and is located eight feet (8') above grade or higher.

## 6) APPLICATION PROCEDURE AND FEES

- Application shall contain all necessary information requested by the permit.
- **\$30** non refundable administrative fee required for all encroachment permits.

### Permanent Encroachment Permit

- Non-refundable permit fee: \*Commercial / Industrial - **\$250** \*Residential - **\$50**
- The Development Department may request any additional information for review prior to consideration by City Council.
- Application should include a list of adjacent property owners to the proposed encroachment – these individuals will be notified of the public hearing by the Development Department.
- A permanent encroachment permit application requires a public hearing before the City Council for approval, which will take approximately 30-45 days.

### Temporary Encroachment Permit

- Non-refundable permit fee: \*Three (3) day - **\$20** \*One (1) week - **\$40**  
\* Three (3) month - **\$100** \*Six (6) month - **\$160**
- The Development Department and Public Works may request any additional information for review. Application should include a signed statement from adjacent property owners who are giving permission to the applicant to locate the encroachment in front of their property.
- A temporary encroachment will go to the Development Department and Public Works Departments for review and approval. This takes approximately 2-14 days.

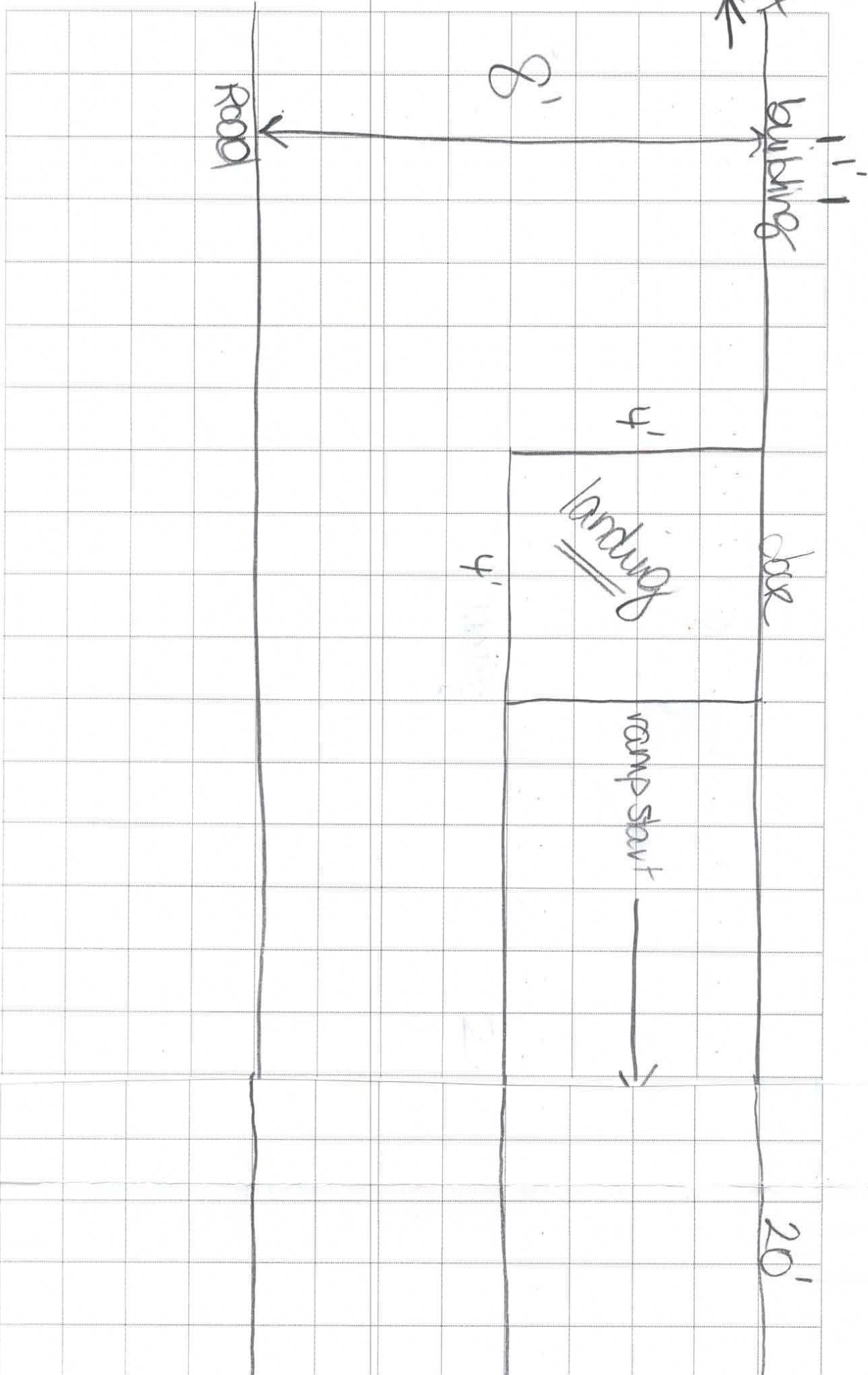
### Vertical Encroachment Permit

Non-refundable permit fee: \*Vertical - **\$50**, no renewal required unless otherwise specified.

The Development Department may request any additional information for review prior to consideration by the City Council.

A vertical encroachment will go to the Development Department for review and then will be forwarded to the City Council for approval; this takes approximately 7-14 days.

email to  
plbroomhall@cityofkeokuk.org





218

922

920

918

924

922

Adds Alcohol & Drug  
Dependency Services

Watering Can  
Floral and Gifts  
Floral

Dennis E Walter, DC

4' x 4' landing  
4' x 20' ramp

S 10th St

S 10th St

S 10th St





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Glienke Agency, LLC 3737 Woodland Ave. Suite 510 West Des Moines IA 50266	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 515-267-8555 <b>FAX</b> (A/C, No): 515-222-5999 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Alcohol and Drug Dependency Services of Southeast Iowa 1340 Mt. Pleasant Burlington IA 52601	<b>ALCOAND-01</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> West Bend Mutual <b>INSURER B:</b> First Dakota Indemnity <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 748261720**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		A754399-03	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A754399-03	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A754399-03	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0200036391-2023A	7/1/2023	7/1/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Keokuk  
City Hall/Planning & Zoning  
501 Main Street  
Keokuk IA 52632

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# COUNCIL ACTION FORM

Date: September 15, 2023

Presented By: Broomhall

Subject: Request to waive permit fee Agenda Item: 15

## Description:

The Hoerner YMCA, 2126 Plank Road has requested that permit fees be waived for Phase 2 renovations. The approximate cost of the project is \$1,150,000 and building permit fee would be \$5,804.75.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

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

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

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

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

Funding Sources:

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

Departments:

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Council waived fee for phase 1

Date

2020

### Recommendation:

Approve

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**  
**A RESOLUTION WAIVING PERMIT FEES FOR THE HOERNER YMCA**

**WHEREAS**, the Keokuk City Council has received a request from the Hoerner YMCA, 2126 Plank Road to waive permit fees for Phase 2 renovations, and

**WHEREAS**, the project cost is \$1,150,000 and the building permit fee is \$5,804.75.

**NOW, THEREFOR, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA;**

**THAT**, the Keokuk City Council hereby waives permit fees in the amount of \$5,804.75 on behalf of the Hoerner YMCA, 2126 Plank Road for Phase 2 renovations.

**Passed & Approved** this 21<sup>st</sup> day of September 2023.

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

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



**FOR YOUTH DEVELOPMENT®  
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FOR SOCIAL RESPONSIBILITY**

**Hoerner YMCA ♦ 2126 Plank Rd., Keokuk, IA 52632 ♦ (319) 524-6724 ♦ hoernerymca.org**

To whom it may concern –

We are writing to ask for a waiver on the permit fee for the phase 2 renovations being done at the Hoerner YMCA located at 2126 Plank Road, Keokuk Iowa 52632.

The cost of the fee would cause us to reduce some of the features of the renovation, which is in need for a building that has not been upgraded since 1973.

Thank you for considering this request for waiver. Please reach out if any additional information is needed. You can call me at 319-524-6724 ext. 102 or email [hoernerymca@gmail.com](mailto:hoernerymca@gmail.com)

Sincerely,

Amy Morgan  
Membership/Business Director  
Hoerner YMCA



TO: Mayor and Council  
FROM: Cole S. O'Donnell  
DATE: September 18, 2023  
RE: Committee Nominations

**AIRPORT COMMISSION (Final notification. Vote required.)**

**(6 YEAR TERM)**

Mark Pfaffe	Term to expire 10/20/29
Thomas Dressler	Term to expire 10/20/29

**BOARD OF ADJUSTMENT (Final notification. Vote required.)**

**(5 YEAR TERM)**

Phil Dunek	Term to expire 04/01/28
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**HUMAN RIGHTS COMMISSION (Final notification. Vote required.)**

**(3 YEAR TERM)**

Ray Bradley, Jr.	Term to expire 09/19/26
Fred Seay, Jr.	Term to expire 09/19/26
Sandy Seabold	Term to expire 09/19/26
Michael Price	Term to expire 09/19/26

**JOYCE PARK/TUMELTY COMMISSION (Final notification. Vote required.)**

**(6 YEAR TERM)**

Steve Worster	Term to expire 10/01/29
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**KEOKUK HOUSING AUTHORITY (Final notification. Vote required.)**

**(2 YEAR TERM)**

Brenda Best (Vice Chair)	Term to expire 09/05/25
Brent Haage (Chair)	Term to expire 09/05/25
Jay Kruse (Commissioner)	Term to expire 09/05/25