

**AMENDED
AGENDA
CITY COUNCIL MEETING
October 19, 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 October 19, 2023;
 - Cash Receipts & Treasurer's report for September 2023;
 - Minutes of the Civil Service Commission of September 30, 2023;
 - Certified list for candidates for consideration by the Keokuk Police Department;
 - Resolution approving a Liquor License for Los Tapatios Restaurant, 706 Main Street, Class C Retail Alcohol License-effective November 1, 2023 (pending fire inspection);
 - Motion to pay bills and transfers listed in Register No.'s 5368-5369;
7. Motion to approve the initial reading of an Ordinance amending Section 9.36 dealing with stop streets.
8. Consider resolution guaranteeing a line of credit for Keokuk Economic Development Corporation.
9. Consider resolution approving the 2022-2023 Annual Finance Report.
10. Consider resolution awarding contract for engineering services for landslide at North 3rd and Franklin Street.
11. Consider resolution approving lease with Nanaby, LLC at the Southeast Iowa Development Center.
12. Consider resolution setting a public hearing on the submission of a US EPA Brownfield Grant Application.
13. Motion to approve a sewer credit for Joe Benson, 700 S. 6th Street for filling pool in August.
14. Motion to acknowledge receipt and acceptance of a petition to change council presentation plan.
15. Boards & Commissions:
16. Council Liaison Reports:
17. Staff Reports:
18. New Business:
19. Adjourn Meeting.

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

The City Council of the City of Keokuk met in regular session on October 5, 2023, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were seven council members present, two absent. Carissa Crenshaw, Tyler Walker, Shelley Oltmans, Steve Andrews, Dan Tillman, Roger Bryant, and Michael Greenwald were present. Roslyn Garcia and John Helenthal were 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, Bridge, Cemetery, Park, and Sanitation Manager Bob Weis, and Fire Chief Gabe Rose.

MAYOR'S CORRESPONDENCE: Informed of local events.

CITIZEN'S REQUEST: Amanda Rogers from Best You Coalition gave an update on projects coming up. Stephanie Pilkington requested stop signs be added on Johnson Street at 16th and 17th.

Motion made by Crenshaw, second by Tillman to approve the agenda, including the consent agenda.
(7) AYES, (0) NAYS. Motion carried.

- Minutes of the Regular City Council meeting & Council Workshop of September 21, 2023;
- Minutes of the Safety Committee meeting of September 21, 2023;
- Cash Receipts & Treasurer's report for August 2023;
- **RESOLUTION NO. 308-2023:** Approving a Liquor License for Off Premise Outdoor Service for Lucky's Irish Pub & Grub, 528 Blondeau Street, Class C Retail Alcohol License, October 13-14, 2023 (pending dram);
- **RESOLUTION NO. 309-2023:** Approving a Liquor License for Southside Boat Club, 625 Mississippi River Drive, Class F Retail Alcohol License with Outdoor Service – effective October 31, 2023;
- Special Event Permit for Lucky's Irish Pub & Grub, 528 Blondeau Street, 2nd Annual Fall Fling, October 13-14, 2023;
- Special Event Permit for Hoerner YMCA, 2126 Plank Road, Fun Run, Saturday, October 28, 2023, 9 a.m. to 11:30 a.m.;
- Motion to pay bills and transfers listed in Register No.'s 5365-5367;

Mayor Mahoney opened the public hearing at 5:42 p.m. granting of easement for Decker Manufacturing in Kindustry Park. A public hearing notice was published in the Daily Gate City on September 26TH, 2023.

COMMENTS: O'Donnell gave overview.

No further comments were received, Mayor Mahoney closed the public hearing at 5:43 p.m.

Mayor Mahoney opened the public hearing at 5:44 p.m. for a permanent encroachment for ADA ramp on the public sidewalk along the 10th side of building at 928 Main Street for Alcohol & Drug Dependency Services of Southeast Iowa. A public hearing notice was published in the Daily Gate City on September 27th, 2023.

COMMENTS: Broomhall gave overview.

No further comments were received, Mayor Mahoney closed the public hearing at 5:44 p.m.

Motion made by Oltmans, second by Greenwald to approve the following proposed **RESOLUTION NO. 310-2023**: “A RESOLUTION GRANTING A PERMANENT ENCROACHMENT FOR AN ADA RAMP FOR ALCOHOL & DRUG DEPENDENCY SERVICE OF SE IOWA, 928 MAIN STREET.” (7) AYES, (0) NAYS. Motion carried.

Mayor Mahoney opened the public hearing at 5:45 p.m. to dispose of municipality owned real property at 604 Grand Avenue by the City of Keokuk, Iowa. A public hearing notice was published in the Daily Gate City on September 13, 2023.

COMMENTS: Broomhall gave overview, Crenshaw inquired of timeframe and Tillman questioned taxes on property.

No further comments were received, Mayor Mahoney closed the public hearing at 5:48 p.m.

Motion made by Oltmans, second by Greenwald to approve the following proposed **RESOLUTION NO. 311-2023**: “A RESOLUTION DISPOSING OF MUNICIPALLY OWNED REAL PROPERTY LOCATED AT 604 GRAND AVENUE BY THE CITY OF KEOKUK, IOWA.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Tillman to approve the initial reading of an Ordinance amending Chapter 2.08.010(b) Council compensation.

Roll Call Vote: AYES – Tillman and Bryant. NAYS – Crenshaw, Walker, Oltmans, Andrews and Greenwald. Motion to approve failed 2-5.

Motion made by Crenshaw, second by Oltmans to approve the following proposed **RESOLUTION NO. 312-2023**: “A RESOLUTION APPROVING AGREEMENT WITH IMPACT 7G TO ASSIST IN THE APPLICATION FOR FUNDS FOR CLEANUP AT ELKEM CARBIDE PROPERTY.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Crenshaw to approve the following proposed **RESOLUTION NO. 313-2023**: “A RESOLUTION SETTING DEPOSIT FOR VICTORY PARK RESTROOMS.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Walker to approve the following proposed **RESOLUTION NO. 314-2023**: “A RESOLUTION AWARDING CONTRACT FOR GRADING PLAN PREPARATION CLOSED LANDFILL.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Oltmans to approve the following proposed **RESOLUTION NO. 315-2023**: “A RESOLUTION AWARDING CONTRACT FOR TOPOGRAPHIC SURVEY & PREPARATION DRAWING FOR CLOSED LANDFILL.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Walker to approve the following proposed **RESOLUTION NO. 316-2023**: “A RESOLUTION APPROVING STREET FINANCING REPORT FOR FISCAL YEAR ENDING JUNE 30, 2023.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Oltmans to approve the following proposed **RESOLUTION NO. 317-2023**: “A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE VACATION & DISPOSAL OF PLATTED UNIMPROVED PORTION OF H STREET & THE ALLEY IN BLOCK 72, MASON’S LOWER ADDITION, CITY OF KEOKUK, LEE COUNTY IOWA.” Motion made by Oltmans, second by Crenshaw to amend moving public hearing to November 2, 2023, due to General Manager for Keokuk Waterworks, David Bogner not available to attend the October 19, 2023, council meeting. (7) AYES, (0) NAYS. Motion carried to amend dates of public hearing.

Motion made by Greenwald, second by Oltmans to approve the following proposed **RESOLUTION NO. 318-2023**: “A RESOLUTION PROPOSING DISPOSAL AND TRANSFER OF REAL ESTATE AT 517 S. 7th STREET INTERESTS OF THE CITY BY SEALED BID AND AUTHORIZING PUBLIC NOTICE.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Greenwald to approve the following proposed **RESOLUTION NO. 319-2023**: “A RESOLUTION CERTIFYING A DESIGNATED CITY OFFICER TO SIGN NOTICE TO REDEEM TAX SALE.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Oltmans to approve the following proposed **RESOLUTION NO. 320-2023**: “A RESOLUTION SETTING DEPOSIT FEE FOR CAMPGROUND ELECTRICITY.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Tillman to approve the following proposed **RESOLUTION NO. 321-2023**: “A RESOLUTION APPROVING CONSTRUCTION OF A STORAGE BUILDING BY THE KEOKUK SADDLE CLUB ON LEASED LAND AT JOYCE PARK.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Tillman to approve the following proposed **RESOLUTION NO. 322-2023**: “A RESOLUTION AMENDING THE SIDEWALK CAFÉ’ ADMINISTRATIVE GUIDE TO ADJUST BARRIER HEIGHT.” (6) AYES, (1) NAY – Oltmans. Motion carried.

STAFF REPORTS: Carroll reported on conference and public works projects; Broomhall informed anyone is welcome to attend meetings such as Board of Adjustment etc.; Baum reported on Civil Service testing, hiring and Skill Bridge.

Motion made by Oltmans, second by Walker to adjourn the meeting at 6:12 p.m.

MINUTES
COUNCIL WORKSHOP
October 5, 2023
IMMEDIATELY FOLLOWING REGULAR MEETING

PRESENT: Crenshaw, Walker, Oltmans, Andrews, Tillman, Bryant, Greenwald, Mayor Mahoney; ABSENT: Garcia, Helenthal.

STAFF PRESENT: O'Donnell, El Anfaoui, Wills, Broomhall, Carroll, Rose, Baum, and Weis.

O'Donnell gave overview of SIDC First Floor Build Out Project. Dennis Fraise and Barb Smidt, from Keokuk Economic Development Corp gave further details of the project, the benefit, and the risk. Clark McGrew, from Roquette elaborated on details and timeframes. The council discussed with all parties involved. Citizen Dr Lawrence Barett spoke in favor of the project and the development center.

Meeting was adjourned at 7:06 p.m.

**CASH RECEIPTS
SEPTEMBER 2023**

General Fund	\$	265,251.57
Road Use Tax	\$	154,673.28
Employee Benefit Total	\$	88,187.89
Emergency Tax Levy Total	\$	3,225.80
Sales Tax - Human Development Total	\$	127,583.70
Tax Increment Financing Total	\$	1,870.92
Economic Development Total	\$	660.00
Library Trust Total	\$	7.50
Debt Service Total	\$	80,369.89
Capital Improv Project Total	\$	1,540.00
Capital Equipment Purchase Total	\$	26,574.17
WPC Maint/Operation Total	\$	13,444.85
Municipal Bridge Total	\$	56,499.90
Internal Service Fund Total	\$	21,079.24
TOTAL	\$	840,968.71

TREASURER'S REPORT

CALENDAR 9/2023, FISCAL 3/2024

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	1,979,839.07	265,251.57	1,004,873.96	109,293.30	1,349,509.98
002	PARK MAINT/IMPROV	249,956.58	.00	.00	.00	249,956.58
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,338,644.93	154,673.28	131,283.55	11,766.32	1,373,800.98
112	EMPLOYEE BENEFIT	734,366.96	88,187.89	5,841.59	.00	816,713.26
119	EMER - TAX LEVY	216,512.27	3,225.80	.00	.00	219,738.07
121	SALES TAX - HUMAN DEV	1,034,166.76	127,583.70	.00	.00	1,161,750.46
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	152,501.11-	1,870.92	.00	.00	150,630.19-
160	ECONOMIC DEVELOPMENT	218,118.96	660.00	30,952.16	.00	187,826.80
167	LIBRARY TRUST	101,477.21	7.50	.00	.00	101,484.71
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	89,687.81	.00	.00	.00	89,687.81
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	869,608.60	.00	6,120.00	.00	863,488.60
200	DEBT SERVICE	8,151.55	80,369.89	.00	.00	88,521.44
301	CAPITAL IMPROV PROJECTS	5,268,166.76	1,540.00	28,427.00	.00	5,241,279.76
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP EQUIP PURCHASES	494,947.44-	26,574.17	23,385.31	.00	491,758.58-
304	CAPITAL PROJECT	27,843.26	.00	7,450.00	.00	20,393.26
500	PERPETUAL CARE	509,070.29	.00	.00	.00	509,070.29
610	WPC MAINT/OPERATION	1,290,496.32	13,444.85	276,447.17	23,784.61	1,051,278.61
611	WPC IMPR RESERVE	1,220,539.07	.00	.00	.00	1,220,539.07
612	SEWER MAINT EQUIP REPL	577,527.69-	.00	.00	.00	577,527.69-
613	WAT POL CONTR CAP	793,216.00	.00	.00	.00	793,216.00
614	SEWER IMPROV RESERVE	42,639.18	.00	4,000.00	.00	38,639.18
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	213,902.77	.00	109,883.55	11,424.96	115,444.18
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,111,263.37	56,499.90	44,641.33	4,477.26	2,127,599.20
810	INTERNAL SERVICE FUND	17,396.34	21,079.24	.00	.00	38,475.58
Report Total		18,282,229.17	840,968.71	1,673,305.62	160,746.45	17,610,638.71

CITY OF KEOKUK

CIVIL SERVICE COMMISSION

September 30, 2023

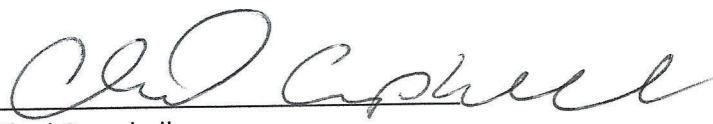
The Keokuk Civil Service Commission met at 11:35 AM on September 30th, 2023, at Keokuk High School. Commissioners present for the meeting were Heather Sisk and Chad Campbell. The purpose of the meeting was to certify entry level test results for Keokuk Police Department. The test took place at Keokuk High School on September 30th, 2023. Stan Simmons Jr. and Trent Rockleman both passed the physical. Simmons Jr. was not required to take the written as he had a passing score on file from March of 2023. Rockelman completed the exam with a passing score of 70 or above on all sections. Exam proctored by Chief Baum.

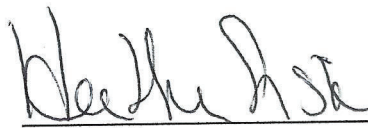
We hereby certify the following candidates for consideration by the Keokuk Police Department:

Stan Simmons Jr.
Trent Rockleman

Motion by Sisk to adjourn meeting, second by Campbell. Meeting adjourned at 11:39 AM.

Respectfully submitted by:


Chad Campbell


Heather Sisk

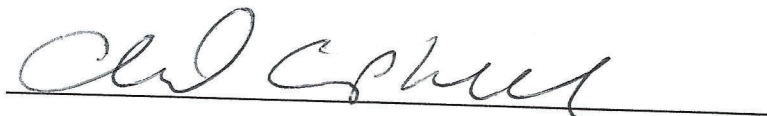
**CITY OF KEOKUK
CIVIL SERVICE COMMISSION**

September 30, 2023

As a result of Civil Service testing held September 30th, 2023 at Keokuk Senior High School, the Civil Service Commission hereby submits the following list of candidates to the Mayor and City Council for consideration by the Keokuk Police Department.

Stan Simmons Jr.
Trent Rockleman

Dated at Keokuk, Iowa this 3rd day of October 2023.


By Chad Campbell
Civil Service Commission

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR
LOS TAPATIOS RESTAURANT, 706 MAIN STREET**

WHEREAS, Application has been made by Chaparita LLC, for a Class C Retail Alcohol License for Los Tapatios Restaurant, 706 Main Street; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Chaparita LLC has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License for Los Tapatios Restaurant, 706 Main Street, effective November 1, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 19th day of October 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF OCTOBER 19, 2023.

REGISTER NO. 5368

AMI PIPE & SUPPLY	SUPPLIES	\$ 58.45
KEOKUK MUNICIPAL WATER WORKS	SEWER/GARBAGE BILLING	\$ 2,352.50
GATE CITY PUBLISHING	PUBLICATIONS	\$ 863.51
GRAY QUARRIES, INC	ROADROCK	\$ 1,806.29
HARTRICK'S LUMBER	SUPPLIES	\$ 92.08
RIVER CITY PARTS, INC.	PARTS	\$ 72.50
HEADCO MACHINE WORKS	REPAIR PARTS/LABOR WPC EQUIP	\$ 6,121.69
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 155.00
ACCESS SYSTEMS	MAINTENANCE AGREEMENT	\$ 223.09
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 491.18
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 1,539.50
HICKEY CONTRACTING COMPANY	CEMETERY SOUTH 18TH & CARROLL	\$ 30,000.00
JERRY'S WELDING	FIRE DEPT REPAIRS	\$ 382.16
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 4,210.75
TASKE FORCE, INC.	TEMPORARY HELP	\$ 7,479.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 1,056.11
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 3,343.69
ALLIANT	LIBRARY ELECTRIC BILL	\$ 3,010.65
CENTURY LINK	SERVICE	\$ 380.00
PRINCIPAL LIFE INSURANCE CO.	DISABILITY/LIFE INSURANCE	\$ 1,118.05
LEE COUNTY RECORDER/REGISTRAR	DOCUMENT RECORDINGS	\$ 123.00
SAFETY-KLEEN	CLEAN REFILL TANKS	\$ 220.70
TRUCK REPAIR, INC	FIRE DEPT PARTS	\$ 75.78
MEYERS PLUMBING	LABOR/MATERIALS RAND PARK	\$ 588.50
SHOEMAKER & HAALAND	ENGINEERING SERVICES	\$ 31,689.39
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 672.83
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$ 175.00
GATE CITY SEED COMPANY	LIBRARY SUPPLIES	\$ 110.79
ENDERLE HEATING & A/C COMPANY	FIRE DEPT SUPPLIES/MATERIALS	\$ 72.00
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 534.76
IOWA DIVISION OF LABOR SERVICE	BOILER INSPECTION	\$ 200.00
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 439.80
KNAPHEIDE TRUCK EQ CENTER	PARTS	\$ 12.46
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 115.19
AT&T MOBILITY	POLICE CELL PHONE SERVICE	\$ 759.72
AUTOZONE	PARTS/SUPPLIES	\$ 20.92
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 3,872.16
WISS & WISS EQUIPMENT INC.	PARTS	\$ 393.49
CAPITAL ONE	SUPPLIES	\$ 360.43
DES MOINES STAMP MANUFACTURING	OFFICE STAMPS	\$ 39.00
SNAP-ON TOOLS	PARTS	\$ 520.00

REGISTER NO. 5369

DISCOUNT TIRE & SERVICE	TIRES	\$ 967.28
ANDREW WHITAKER	TRAVEL REIMBURSEMENT	\$ 15.26
MEDIACOM	SERVICE	\$ 363.00
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$ 29.43
IMI EQUIPMENT, LLC	PARTS	\$ 1,463.11
LEXISNEXIS RISK SOLUTIONS	KEOKUK POLICE DEPARTMENT	\$ 146.83
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$ 224,267.07
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 14.90
NSI LAB SOLUTIONS	WPC LAB SUPPLIES	\$ 216.00
CARD SERVICES	LIBRARY SUPPLIES	\$ 392.28
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$ 735.01
MIDWAY FREIGHTLINER, INC.	FIRE TRUCK LABOR/REPAIRS	\$ 13,413.75
WEST CENTRAL FS INC.	BULK FUEL	\$ 26,023.89
ANC PEST SOLUTIONS INC.	KEOKUK PUBLIC LIBRARY	\$ 150.00
VERIZON WIRELESS	CELL PHONE SERVICE	\$ 291.04
ASKEW SCIENTIFIC CONSULTING	PROFESSIONAL SERVICES WPC	\$ 1,877.73
DOUG SEABOLD	TOOL ALLOWANCE	\$ 162.37
IAAI	MEMBERSHIP DUES FIRE DEPT	\$ 103.00
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 1,739.00
ARMSTRONG TRACTOR LLC	PARTS	\$ 392.08
CELESTE EL ANFAOUI	MILEAGE REIMBURSEMENT	\$ 35.37
COMMERCIAL CONTRACTING	LABOR/MATERIALS	\$ 3,477.05
ICONNECTYOU	SERVICE	\$ 148.04
IMPACT7G	1417 EXCHANGE ST SURVEY/REPORT	\$ 1,679.00
GREAT LAKES BOAT CO.	KVEC SUPPLIES	\$ 70.73
STANDARD & ASSOCIATES, INC	LAW ENFORCEMENT TESTING	\$ 42.00
KEOKUK BROADCASTING, INC.	ADVERTISING	\$ 500.00
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 18,218.49
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
QUARTIX INC.	CREDIT MEMO	\$ (579.42)
IOWA ONE CALL	ONE CALL SERVICES	\$ 115.70
HORIZON ARCHITECTURE	CONSTRUCTION DOCUMENT/SERVICES	\$ 10,000.00
GREATAMERICA FINANCIAL SVCS.	POLICE DEPT LEASE AGREEMENT	\$ 246.08
QUADIENT LEASING USA, INC	POSTAGE METER LEASE	\$ 367.05
LIVE VOICE	ANSWERING SERVICE	\$ 407.98
SHARED IT INC	IT SERVICES	\$ 868.65
TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$ 1,000.00
POWER SERVICES COMPANY LLC	GENERATOR INSPECTION/SERVICE	\$ 2,500.00
VERTICAL COMMUNICATIONS	SERVICE	\$ 150.24
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 309.16
SCHRAGIS LLC	GIS MAINTENANCE	\$ 600.00
COMMUNICATIONS ENGINEERING	SERVICE CALL/LABOR @ CITY HALL	\$ 2,875.00
WYNN COMPANY, LLC	DEMO	\$ 12,000.00
		\$ 434,146.27



COUNCIL ACTION FORM

Date: October 19, 2023

Presented By: Brian Carroll, P.W.D. BC

Subject: 16th & 17th Johnson Stop Streets Agenda Item: _____

Description:

Recently a citizen requested stop signs be placed at 16th and Johnson and 17th and Johnson when traveling on Johnson Street. The citizen said there are many children in the area and once the addition to Community Health Centers of SE Iowa Medical Center is open, the traffic would be allowed to use head-in parking along the northerly side of Johnson Street, which limits visibility at the intersections. This combined with an increase in traffic warrants the installation of the additional stop signs. There are stop signs on South 16th and South 17th Street, this will make both intersections a four way stop, which will slow traffic down.

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:

Approve proposed ordinance 9.36.010 (443) adding stop signs at 16th and Johnson and (444) adding stop signs at 17th and Johnson Streets. This will make the intersections of South 16th and Johnson and South 17th and Johnson Streets four way stops.

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NO.

**AN ORDINANCE AMENDING SECTION 9.36
DEALING WITH STOP STREETS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, LEE
COUNTY, IOWA THAT:**

Section 1: The Municipal Code be amended by adding subsection (443) and (444) to section 9.36.010, Stop Streets, to read as follows:

9.36 .010 STOP STREETS

9.36.010 (443)

At South 16th Street and 16th and Johnson Street when traveling on Johnson Street.

9.36.010 (444)

At South 17th Street and 17th and Johnson Street when traveling on Johnson Street.

Section 2: SEVERABILITY CLAUSE – If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3: WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Initial reading by the Council on this 19th day of October 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui

ROLL CALL: CRENSHAW – WALKER – GARCIA –
OLTMANS – HELENTAL – ANDREWS –
TILLMAN – BRYANT – GREENWALD –

AYES –

NAYS –

ABSENT –



COUNCIL ACTION FORM

Date: October 19, 2023

Presented By: O'Donnell

Subject: Line of Credit Guarantee Agenda Item: _____

Description:

See attached.

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 _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**RESOLUTION GUARANTEEING A LINE OF CREDIT FOR KEOKUK
ECONOMIC DEVELOPMENT CORPORATION**

WHEREAS, the City of Keokuk, Iowa owns the Southeast Iowa Development Center (SIDC); and

WHEREAS, the City of Keokuk, Iowa has an agreement with Keokuk Economic Development Corporation (KEDC) for the recruitment and management of tenants at the SIDC; and

WHEREAS, Roquette America desires to lease space in the SIDC; and

WHEREAS, the aforementioned space requires improvements in order for Roquette America to occupy said space; and

WHEREAS, KEDC is willing to secure a line of credit of up to \$500,000 for the build out of the space; and

WHEREAS, in order to secure said line of credit KEDC needs the City of Keokuk, Iowa to guarantee the debt.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA agrees to guarantee a line of credit not to exceed \$500,000 for Keokuk Economic Development Corporation for the build out of rental space on the first floor of the Southeast Iowa Development Center.

PASSED, APPROVED, AND ADOPTED 19th day of October 2023.

K.A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: October 16, 2023

RE: SIDC First Floor Build Out

In August the Council approved a contract with Horizon Architects for design of the build out on the first floor of the SIDC. This space is to be rented by Roquette for two years. Roquette is also renting space on the second floor through 2024. The design has been completed for the first floor with a cost estimate of \$428,048.87 including a 15% contingency and has been sent to potential bidders. KEDC will be financing and letting the project.

KEDC will be negotiating a line of credit with area banks for up to \$500,000. In order to obtain the line of credit, KEDC needs the City to guarantee the loan. The term of the loan will be either seven or ten years based on finances. KEDC is negotiating a lease with Roquette that will have a lease rate of \$18.00/square foot, sufficient to cover repayment and provide additional funds to cover any increase in operational costs. Roquette is also willing to pay all or a portion of the lease up front to offset the amount needed to borrow.

At the end of the lease, the space will be marketed to other users. If no other tenant is found, payment on the line of credit would switch to interest only. This is estimated to be around \$1,000/month. KEDC does have resources to cover the interest only payments, but not enough assets to cover the principal. That is why the guarantee is needed.

The lease will also have a renewal clause should Roquette choose to extend their occupancy. The renewal would be automatic with a 5% increase. The term would be month to month but require a six-month minimum term. Roquette can stop the auto renewal with a ninety-day notice.

If a guarantee is not provided, it is possible that the project cannot move forward. Roquette is expected to have 40-60 people on site with most of the positions not filled by persons currently at the Keokuk plant. If Roquette does not extend either lease, first or second floor, the space is more marketable with the improvements.



COUNCIL ACTION FORM

Date: 10-19-2023

Presented By: El Anfaoui

Subject: Approval of Annual Financial Report Agenda Item: 8

Description:

ANNUAL FINANCIAL REPORT FOR FISCAL YEAR 2022/2023 HAS BEEN COMPLETED AND IS BEING PRESENTED TO THE CITY COUNCIL FOR APPROVAL.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Annual Approval

Date

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.
A RESOLUTION APPROVING THE FISCAL YEAR 2022-2023 ANNUAL
FINANCE REPORT

THAT, the Fiscal Year 2022-2023 Annual Finance Report be approved.

PASSED this 19th day of October 2023.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

STATE OF IOWA 2023 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2023 CITY OF KEOKUK, IOWA DUE: December 1, 2023	
	16205600400000
	CITY OF KEOKUK
	PO Box 400
	KEOKUK IA 52632-0400
	POPULATION: 9900

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	5,353,418		5,353,418	5,335,306
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	5,353,418		5,353,418	5,335,306
Delinquent Property Taxes	0		0	0
TIF Revenues	1,130,407		1,130,407	1,130,107
Other City Taxes	3,009,432	0	3,009,432	3,776,750
Licenses and Permits	1,030,997	1,110	1,032,107	69,831
Use of Money and Property	234,521	308,216	542,737	200,506
Intergovernmental	3,367,643	0	3,367,643	3,332,350
Charges for Fees and Service	551,081	4,663,496	5,214,577	4,350,448
Special Assessments	0	0	0	0
Miscellaneous	420,395	0	420,395	1,275,930
Other Financing Sources	5,067,419	0	5,067,419	5,012,914
Transfers In	5,811,105	3,090,222	8,901,327	5,701,992
Total Revenues and Other Sources	25,976,418	8,063,044	34,039,462	30,186,134
Expenditures and Other Financing Uses				
Public Safety	6,006,794		6,006,794	6,148,392
Public Works	2,907,489		2,907,489	3,178,421
Health and Social Services	0		0	0
Culture and Recreation	1,832,731		1,832,731	1,823,680
Community and Economic Development	312,458		312,458	718,718
General Government	985,535		985,535	1,503,640
Debt Service	1,991,554		1,991,554	2,001,190
Capital Projects	209,017		209,017	148,800
Total Governmental Activities Expenditures	14,245,578	0	14,245,578	15,522,841
BUSINESS TYPE ACTIVITIES		6,881,387	6,881,387	6,108,131
Total All Expenditures	14,245,578	6,881,387	21,126,965	21,630,972
Other Financing Uses	0	0	0	
Transfers Out	5,561,105	3,340,222	8,901,327	5,701,992
Total All Expenditures/and Other Financing Uses	19,806,683	10,221,609	30,028,292	27,332,964
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	6,169,735	-2,158,565	4,011,170	2,853,170
Beginning Fund Balance July 1, 2022	6,860,453	8,461,464	15,321,917	15,321,915
Ending Fund Balance June 30, 2023	13,030,188	6,302,899	19,333,087	18,175,085

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

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

Indebtedness at June 30, 2023	Amount	Indebtedness at June 30, 2023	Amount
General Obligation Debt	15,090,000	Other Long-Term Debt	0
Revenue Debt	12,718,241	Short-Term Debt	27,808,241
TIF Revenue Debt	0		
		General Obligation Debt Limit	32,986,419

CERTIFICATION

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

	Publication
Signature of Preparer	Phone Number
Printed name of Preparer	
	Date Signed
Signature of Mayor or other City official (Name and Title)	

PLEASE PUBLISH THIS PAGE ONLY

REVENUE P2

CITY OF KEOKUK

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2023

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (ff) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1									1
Taxes levied on property	2	2,439,929	2,076,852	836,637			5,353,418		5,353,418	2
Less: Uncollected Property Taxes - Levy Year	3						0	0	0	3
Net Current Property Taxes	4	2,439,929	2,076,852	836,637	0	0	5,353,418		5,353,418	4
Delinquent Property Taxes	5						0	0	0	5
Total Property Tax	6	2,439,929	2,076,852	836,637	0	0	5,353,418		5,353,418	6
TIF Revenues	7		1,130,407				1,130,407		1,130,407	7
Other City Taxes										
Utility Tax Replacement Excise Taxes	8	431,109	367,459	133,184			931,752		931,752	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9						0	0	0	9
Parimutuel Wager Tax	10						0	0	0	10
Gaming Wager Tax	11	445,102					445,102		445,102	11
Mobile Home Tax	12						0	0	0	12
Hotel / Motel Tax	13	324,327					324,327		324,327	13
Other Local Option Taxes	14		1,308,251				1,308,251		1,308,251	14
Total Other City Taxes	15	1,200,538	1,675,710	133,184	0	0	3,009,432	0	3,009,432	15
Section B - Licenses and Permits	16	1,030,997					1,030,997	1,110	1,032,107	16
Section C - Use of Money and Property	17									17
Interest	18	141,912	2,905				144,926	82,544	227,470	18
Rents and Royalties	19	83,595	1,500		4,500	109	89,595	225,672	315,267	19
Other Miscellaneous Use of Money and Property	20						0	0	0	20
	21						0	0	0	21
Total Use of Money and Property	22	225,507	4,405	0	4,500	109	234,521	308,216	542,737	22
Section D - Intergovernmental	24									24
Federal Grants and Reimbursements	26									26
Federal Grants	27	582,748	759,352		74,208		1,416,308		1,416,308	27
Community Development Block Grants	28						0	0	0	28
Housing and Urban Development	29						0	0	0	29
Public Assistance Grants	30						0	0	0	30
Payment in Lieu of Taxes	31						0	0	0	31
	32						0	0	0	32
Total Federal Grants and Reimbursements	33	582,748	759,352	0	74,208	0	1,416,308	0	1,416,308	33

REVENUE P3

CITY OF KEOKUK

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2023

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41									41
State Shared Revenues	43									43
Road Use Taxes	44	1,362,351					1,362,351		1,362,351	44
Other state grants and reimbursements	48									48
State grants	49	39,930	4,032				43,962		43,962	49
Iowa Department of Transportation	50						0		0	50
Iowa Department of Natural Resources	51						0		0	51
Iowa Economic Development Authority	52						0		0	52
CEBA grants	53						0		0	53
Commercial & Industrial Replacement Claim	54	87,952	76,225	31,272			195,449		195,449	54
	55						0		0	55
	56						0		0	56
	57						0		0	57
	58						0		0	58
	59						0		0	59
Total State	60	127,882	1,442,608	0	31,272	0	1,601,762	0	1,601,762	60
Local Grants and Reimbursements										
County Contributions	63	349,073					349,073		349,073	63
Library Service	64						0		0	64
Township Contributions	65						0		0	65
Fire/EMT Service	66		500				500		500	66
	67						0		0	67
	68						0		0	68
	69						0		0	69
Total Local Grants and Reimbursements	70	349,073	500	0	0	0	349,573	0	349,573	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	1,059,703	2,202,460	0	31,272	74,208	3,367,643	0	3,367,643	71
Section E -Charges for Fees and Service	72									72
Water	73						0		0	73
Sewer	74						0	2,978,523	2,978,523	74
Electric	75						0		0	75
Gas	76						0		0	76
Parking	77						0		0	77
Airport	78						0		0	78
Landfill/garbage	79						0	950,683	950,683	79
Hospital	80						0		0	80

REVENUE P4

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81									81
Transit	82						0		0	82
Cable TV	83						0		0	83
Internet	84						0		0	84
Telephone	85						0		0	85
Housing Authority	86						0		0	86
Storm Water	87						0		0	87
Other:	88									88
Nursing Home	89						0		0	89
Police Service Fees	90	8,005					8,005		8,005	90
Prisoner Care	91						0		0	91
Fire Service Charges	92	14,330					14,330		14,330	92
Ambulance Charges	93						0		0	93
Sidewalk Street Repair Charges	94						0		0	94
Housing and Urban Renewal Charges	95						0		0	95
River Port and Terminal Fees	96						0		0	96
Public Scales	97						0		0	97
Cemetery Charges	98						0		0	98
Library Charges	99	2,526	866				3,392		3,392	99
Park, Recreation, and Cultural Charges	100						0		0	100
Animal Control Charges	101						0		0	101
	102	271,782	252,822		750		525,354	734,290	1,259,644	102
	103						0		0	103
Total Charges for Service	104	296,643	253,688	0	750	0	551,081	4,663,496	5,214,577	104
Section F - Special Assessments	106						0		0	106
Section G - Miscellaneous	107									107
Contributions	108	171,678	34,259		2,241		208,178		208,178	108
Deposits and Sales/Fuel Tax Refunds	109						0		0	109
Sale of Property and Merchandise	110	200,648				2,600	203,248		203,248	110
Fines	111	8,969					8,969		8,969	111
Internal Service Charges	112						0		0	112
	113						0		0	113
	114						0		0	114
	115						0		0	115
	116						0		0	116
	117						0		0	117
	118						0		0	118
	119						0		0	119
Total Miscellaneous	120	381,295	34,259	0	2,241	2,600	420,395	0	420,395	120

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

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	121	6,247,374	1,130,407	1,001,093	81,699	2,709	15,097,894	4,972,822	20,070,716	121
Section H - Other Financing Sources	123									123
Proceeds of capital asset sales	124	16,184	480				16,664		16,664	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125				5,050,755		5,050,755		5,050,755	125
Proceeds of anticipatory warrants or other short-term debt	126						0		0	126
Regular transfers in and interfund loans	127	4,426,230	151,400		109,113		4,686,743	3,090,222	7,776,965	127
Internal TIF loans and transfers in	128		60,900	958,975	104,487		1,124,362		1,124,362	128
	129						0		0	129
	130						0		0	130
Total Other Financing Sources	131	4,442,414	212,780	958,975	5,264,355	0	10,878,524	3,090,222	13,968,746	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	11,077,026	6,460,154	1,960,068	5,346,054	2,709	25,976,418	8,063,044	34,039,462	132
Beginning Fund Balance July 1, 2022	134	2,257,657	4,402,917	22,241	-174,292	505,562	6,860,453	8,461,464	15,321,917	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	13,334,683	10,863,071	1,982,309	5,171,762	508,271	32,836,871	16,524,508	49,361,379	136

EXPENDITURES P6
CITY OF KEOKUK
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2023
NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	3,049,897						3,049,897		3,049,897	2
Jail	3							0		0	3
Emergency Management	4		63,826					63,826		63,826	4
Flood control	5	250,887						250,887		250,887	5
Fire Department	6	2,116,052						2,116,052		2,116,052	6
Ambulance	7							0		0	7
Building Inspections	8	394,542						394,542		394,542	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	131,590						131,590		131,590	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	5,942,968	63,826		0	0	0	6,006,794		6,006,794	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	438	1,251,595					1,252,033		1,252,033	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	123,241						123,241		123,241	18
Traffic Control Safety	19	108,567						108,567		108,567	19
Snow Removal	20		67,296					67,296		67,296	20
Highway Engineering	21							0		0	21
Street Cleaning	22		68,989					68,989		68,989	22
Airport (if not an enterprise)	23	748,766						748,766		748,766	23
Garbage (if not an enterprise)	24	106,207	246,000					352,207		352,207	24
Other Public Works	25	186,390						186,390		186,390	25
	26							0		0	26
	27							0		0	27
Total Public Works	28	1,273,609	1,633,880		0	0	0	2,907,489		2,907,489	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	0	0		0	0	0	0		0	39
Section D - Culture and Recreation	40										40
Library Services	41	581,786	7,160					588,946		588,946	41
Museum, Band, Theater	42	149,842						149,842		149,842	42
Parks	43	636,935	6,514					643,449		643,449	43
Recreation	44							0		0	44
Cemetery	45	247,504						247,504		247,504	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47	202,990						202,990		202,990	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	1,819,057	13,674		0	0	0	1,832,731		1,832,731	50

EXPENDITURES P7

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52							0		0	52
Economic development	53		177,504					177,504		177,504	53
Housing and urban renewal	54							0		0	54
Planning and zoning	55	133,536						133,536		133,536	55
Other community and economic development	56	1,418						1,418		1,418	56
TIF Rebates	57							0		0	57
	58							0		0	58
Total Community and Economic Development	59	134,954	177,504	0	0	0	0	312,458		312,458	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	406,512						406,512		406,512	61
Clerk, Treasurer, Financial Administration	62	625						625		625	62
Elections	63							0		0	63
Legal Services and City Attorney	64	166,930						166,930		166,930	64
City Hall and General Buildings	65	53,453						53,453		53,453	65
Tort Liability	66	287,615	39,829					327,444		327,444	66
Other General Government	67	30,571						30,571		30,571	67
	68							0		0	68
	69							0		0	69
Total General Government	70	945,706	39,829		0	0	0	985,535		985,535	70
Section G - Debt Service	71			4,914	1,986,640			1,991,554		1,991,554	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	4,914	1,986,640	0	0	1,991,554		1,991,554	74
Section H - Regular Capital Projects - Specify	75										75
	76					209,017		209,017		209,017	76
	77							0		0	77
Subtotal Regular Capital Projects	78	0	0		0	209,017	0	209,017		209,017	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	0	0		0	209,017	0	209,017		209,017	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	10,116,294	1,928,713	4,914	1,986,640	209,017	0	14,245,578		14,245,578	84
	85										85

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

EXPENDITURES P8

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section 1 - Business Type Activities	87										87
Water - Current Operation	88										88
Capital Outlay	89										89
Debt Service	90										90
Sewer and Sewage Disposal - Current Operation	91								2,879,747	2,879,747	91
Capital Outlay	92								992,104	992,104	92
Debt Service	93								947,846	947,846	93
Electric - Current Operation	94										94
Capital Outlay	95										95
Debt Service	96										96
Gas Utility - Current Operation	97										97
Capital Outlay	98										98
Debt Service	99										99
Parking - Current Operation	100										100
Capital Outlay	101										101
Debt Service	102										102
Airport - Current Operation	103										103
Capital Outlay	104										104
Debt Service	105										105
Landfill/Garbage - Current operation	106								864,382	864,382	106
Capital Outlay	107										107
Debt Service	108								84,317	84,317	108
Hospital - Current Operation	109										109
Capital Outlay	110										110
Debt Service	111										111
Transit - Current Operation	112								376,543	376,543	112
Capital Outlay	113										113
Debt Service	114										114
Cable TV, Telephone, Internet - Current Operation	115										115
Capital Outlay	116										116
Housing Authority - Current Operation	117										117
Capital Outlay	118										118
Debt Service	119										119
Storm Water - Current Operation	120										120
Capital Outlay	121										121
Debt Service	122										122
Other Business Type - Current Operation	123								736,448	736,448	123
Capital Outlay	124										124
Debt Service	125										125
Internal Service Funds - Specify	126										126
	127										127
	128										128
Total Business Type Activities	129								6,881,387	6,881,387	129

EXPENDITURES P9
CITY OF KEOKUK
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2023 -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	10,116,294	1,928,713	4,914	1,986,640	209,017	0	14,245,578	6,881,387	21,126,965	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132		4,327,630			109,113		4,436,743	3,340,222	7,776,965	132
Internal TIF loans/repayments and transfers out	133			1,124,362				1,124,362		1,124,362	133
	134							0		0	134
Total Other Financing Uses	135	0	4,327,630	1,124,362	0	109,113	0	5,561,105	3,340,222	8,901,327	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	10,116,294	6,256,343	1,129,276	1,986,640	318,130	0	19,806,683	10,221,609	30,028,292	136
Ending fund balance June 30, :	137										137
Governmental:	138										138
	139										139
Nonspendable	140						508,271	508,271		508,271	140
Restricted	141		4,606,728	-152,501	-4,331			4,449,896		4,449,896	141
Committed	142					4,853,632		4,853,632		4,853,632	142
Assigned	143							0		0	143
Unassigned	144	3,218,389						3,218,389		3,218,389	144
Total Governmental	145	3,218,389	4,606,728	-152,501	-4,331	4,853,632	508,271	13,030,188		13,030,188	145
Proprietary	146								6,302,899	6,302,899	146
Total Ending Fund Balance June 30,	147	3,218,389	4,606,728	-152,501	-4,331	4,853,632	508,271	13,030,188	6,302,899	19,333,087	147
Total Requirements (Sum of lines 136 and 147)	148	13,334,683	10,863,071	976,775	1,982,309	5,171,762	508,271	32,836,871	16,524,508	49,361,379	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies			
Libraries			
Police protection	16,110		
Sewerage	26,329		
Sanitation	224,995		
All other	111,921		

Part IV

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID			Amount
Total Salaries and Wages Paid			6,078,519

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year			Debt Outstanding JUNE 30, 2023						
Purpose	Line	Debt Outstanding JULY 1, 2022	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.								
Sewer Utility	2.	12,994,241		764,000			12,230,241		169,302
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.	557,000		69,000			488,000		15,317
GO	10.	11,720,000	4,995,000	1,625,000	15,090,000				307,090
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
Total Long-Term		25,271,241	4,995,000	2,458,000	15,090,000	0	12,718,241	0	491,709

B. Short-Term Debt Amount

Outstanding as of July 1, 2022

Outstanding as of JUNE 30, 2023

DEBT LIMITATION FOR GENERAL OBLIGATIONS

Part VI Actual valuation -- January 1, 2021

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2023

Type of asset	Amount			
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)
	Total (e)			
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.				19,333,087
If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.				



COUNCIL ACTION FORM

Date: October 19, 2023

Presented By: Brian Carroll, P.W.D. *BC*

Subject: Landslide at North 3rd and Franklin St. Agenda Item: _____

Description:

Due to a recent heavy rainfall, a landslide was discovered at North 3rd and Franklin Street. I met with local engineering firms on site to assess the situation and request proposals for engineering to determine options to repair the landslide. Klingner & Associates of Burlington, IA submitted the low proposal in the amount of \$13,500, which will include a geotechnical investigation that will identify the depth and quality of bedrock. Klingner believes a report for the appropriate landslide mitigation solution can be submitted to the City by Thanksgiving.

FINANCIAL

Is this a budgeted item?

YES ☐

NO ☒

Line Item #: 001-299-6499

Title: 3rd & Franklin Engineering Study

Amount Budgeted: 0

Actual Cost: \$13,500

Under/Over: _____

Funding Sources:

Public Works

Departments:

Is this item in the CIP?

YES ☐

NO ☒

CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Approve a contract with Klingner & Associates of Burlington, IA to perform engineering services to determine an appropriate landslide mitigation solution for North 3rd and Franklin Street for a lump sum fee of \$13,500.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDDING CONTRACT FOR ENGINEERING SERVICES
FOR LANDSLIDE AT NORTH 3RD AND FRANKLIN STREET**

WHEREAS due to heavy rainfall, a landslide was discovered at North 3rd and Franklin Street; and

WHEREAS the public works director met with three local engineering firms to assess the situation and request proposals to determine options to repair the landslide; and

WHEREAS Klingner & Associates of Burlington, IA submitted the low proposal for a lump sum of \$13,500; and

WHEREAS Klingner & Associates plan to submit a report for the appropriate landslide mitigation solution by Thanksgiving.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a contract be awarded to Klingner & Associates for a lump sum of \$13,500 for engineering services.

PASSED, APPROVED, AND ADOPTED this 19th day of October 2023.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui

August 25, 2023

Mr. Brian Carroll, Public Works Director
City of Keokuk
501 Main St.
Keokuk, IA 52632

RE: Landslide at N. 3rd and Franklin - Keokuk
Proposal for Geotechnical Investigation and Site Evaluation

Dear Mr. Carroll:

We are responding to your request regarding the landslide issue that have developed at the above referenced location after a recent heavy storm event. As discussed with you on-site on the afternoon of August 16th, we believe the initial phase of our services should include a geotechnical investigation to identify the depth and quality of bedrock. One (1) soil boring will be advanced near the corner of the intersection in the street. A boring log will be prepared along with a brief letter report summarizing our findings and recommendations for a permanent solution. The boring shall not exceed fifty (50) feet in depth, but shall include up to ten (10) feet of rock coring to ascertain the RQD number. In addition, we will collect topographic information of surficial features in the vicinity of the intersection to develop a base drawing showing utility locations and surface features. This information will be combined with Statewide LiDAR to develop section for future evaluation of alternatives related to drainage and slope stability. We will require that the City of Keokuk provide copies of drawings and records related to buried City utilities in the vicinity of the intersection, and assist with adjacent landowner coordination if required for site access.

We propose a Lump Sum fee of **\$13,500** for these preliminary services. We expect that our field work can commence in late September, and that a letter report will be available prior to Thanksgiving. We will be responsible for contacting Iowa One Call, but we may need some assistance with traffic control in the vicinity of our drilling activities.

Once an appropriate landslide mitigation solution is developed through discussions with Public Works staff, we would be pleased to provide an additional fee for a scope of work that includes design development, construction drawings, specifications, bidding/negotiating (as applicable), and construction phase services. Please sign below acknowledging acceptance of this agreement and authorizing notice to proceed, and return a copy to our office. As always, if you have any questions please do not hesitate to contact us.

Signature Authorization To Proceed

Title

Date

Sincerely,

KLINGNER & ASSOCIATES, P.C.



Digitally signed by Bryan Bross
DN: C=US, OU=Burlington Office, O=Klingner and
Associates PC, CN=Bryan Bross,
E=bcb@klingner.com
Reason: I agree to the terms defined by the
placement of my signature in this document
Location: Iowa
Date: 2023-08-25 14:41:53

Bryan C. Bross, PE, RG
Vice President

BCB/P:\Burlington\00000-PREPROJ\City of Keokuk\2023 N 3rd & Franklin Landslide\20230825-bc-Geo-prop.docx

Enclosure: General Terms and Conditions (2 pgs)

GENERAL TERMS AND CONDITIONS

DEFINITIONS: The term Client shall be herein interpreted as the person, corporation, or public entity to which this contract is made. The term E/A/S is any division of Klingner & Associates, P.C. providing the professional Engineering, Architectural, or Surveying services.

SCOPE OF SERVICES: Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of the E/A/S's services unless separately provided in writing, including but not limited to special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The E/A/S assumes no responsibility to perform or provide any services not specifically listed.

STANDARD OF PRACTICE: Services performed by the E/A/S under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

FIDUCIARY RESPONSIBILITY: The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or any of the E/A/S's subconsultants or subcontractors as a consequence of the E/A/S's entering into this Agreement with the Client.

CHANGED CONDITIONS: This Agreement is based on conditions actually known by or disclosed to the E/A/S. If other conditions not originally known or disclosed become known or disclosed, the E/A/S may require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service).

INFORMATION PROVIDED BY OTHERS: The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. The E/A/S may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation.

UNAUTHORIZED CHANGES: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the E/A/S without obtaining the E/A/S's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore the Client waives any claim against the E/A/S and releases the E/A/S from any liability arising directly or indirectly from such unapproved changes whether or not known by the E/A/S.

Change Orders: The Client agrees not to make any claim directly or indirectly against the E/A/S on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of the E/A/S related thereto.

BETTERMENT: If, due to the E/A/S's negligence, a required item or component of the Project is omitted from the E/A/S's construction documents, the E/A/S shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the E/A/S be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

COMPENSATION METHODS: The "Lump Sum" method includes compensation for the E/A/S's services and services of outside the E/A/S's, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate (revised annually on July 1st) for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside the E/A/S charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time, and outside the E/A/Ss.

PAYMENT: The E/A/S may invoice for its services and expenses monthly, based on the proportion of the actual work completed at the time of invoicing. Payment due in 15 days. Interest charged at 1% per month on accounts over 30 days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. If payment request is passed on to a collection agency, the Client agrees to pay the invoice amount and accrued interest, plus the fee of the collection agency. Any claim for payment will be brought in Adams County, Illinois.

RISK ALLOCATION: The E/A/S's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the E/A/S, other than for professional errors, omissions or negligence will be limited to the E/A/S's general liability insurance coverage of \$1,000,000.00.

LIMITATION OF LIABILITY: For any damage on account of professional errors, omissions or negligence will be limited to \$100,000.00 or the fee, whichever is less. In no event shall the E/A/S be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent inconsistent with law.

CONSTRUCTION CONTINGENCY: Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

DEFECTS IN SERVICE: The Client shall immediately report to the E/A/S any defects or suspected defects in the E/A/S's services of which the Client becomes or should have become aware and allow the E/A/S to take measures to minimize the consequences of such a defect. Failure by the Client to notify the E/A/S shall relieve the E/A/S of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

ILLINOIS REVISED STATUTES COMPLIANCE: The Consultant and he/she and his/her principals have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

TIME OF COMPLETION: The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION: Drawings, tracings, plats, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

ACCEPTANCE PERIOD: CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

OPINIONS OF PROBABLE COST: In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, the E/A/S does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the E/A/S of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the E/A/S will notify the Client and, as appropriate, government officials of them. The E/A/S may without liability or reduction or delay of compensation due suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The E/A/S shall not be considered an "arranger", "operator", "generator", "transporter", "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions.

CONSTRUCTION SERVICES: Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

AUTHORITY AND RESPONSIBILITY: The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

TERMINATION: This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Sub consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BINDING EFFECT: This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

INDEMNIFICATION: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the E/A/S and to defend, indemnify and hold harmless for any claim or liability for injury or loss arising from the E/A/S or other persons encountering utilities or other manmade objects that were not called to the E/A/S's attention or which were not properly located on the plans furnished to the E/A/S. Client further agrees to compensate the E/A/S for any time or expenses incurred by the E/A/S in defense of any such claim, in accordance with the E/A/S's standard hourly per diem fee schedule and expense reimbursement policy.



870 40th Avenue
Bettendorf, Iowa
P (563) 355-0702
Terracon.com

September 29, 2023

City of Keokuk
501 Main Street
Keokuk, Iowa 52632

Attn: Brian Carroll, Public Works Director
E: bcarroll@cityofkeokuk.org

RE: Proposal for Geotechnical Engineering Services
City of Keokuk Slope Failure
3rd Street and Franklin Street
Keokuk, Iowa
Terracon Proposal No. P07235148

Dear Mr. Carroll:

We appreciate the opportunity to submit this proposal to City of Keokuk (City) to provide geotechnical engineering services for the referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our estimated fee to perform the Scope of Services described in this proposal is \$24,350. **Exhibit C** includes details regarding our fees, as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

A handwritten signature in black ink, appearing to read 'Minwoo Cho'.

Minwoo Cho, E.I.T.
Project Engineer

A handwritten signature in black ink, appearing to read 'Sara J. Somsky'.

Sara J. Somsky, P.E.
Geotechnical Department Manager

SME Reviewed by Kole Berg, P.E.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Keokuk IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Keokuk Site Evaluation project ("Project"), as described in Consultant's Proposal dated 09/08/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**Client: **City of Keokuk IA**By:  Date: **9/28/2023**

By: _____ Date: _____

Name/Title: **Sara J Somsy / Geotechnical Department Manager**Name/Title: **Brian Carroll**Address: **870 40th Ave
Bettendorf, IA 52722-1607**Address: **415 Blondeau PO Box 400
Keokuk, IA 52632-0400**Phone: **(563) 355-0702** Fax: **(563) 355-4789**Phone: **(319) 524-2050** Fax: _____Email: **Sara.Somsy@terracon.com**Email: **bcarroll@cityofkeokuk.org**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by the City and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request the City and the design team verify all information provided in the following tables prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	Mr. Robert Tobin, PE with Shoemaker & Haaland (S&H) provided the request for proposal document via email on September 7, 2023. The Request for Proposal document was prepared by the City and dated September 7, 2023. A subsequent email from S&H provided a Sewer Exhibit and existing Contour AutoCAD file.
Project Description	We understand that a tension crack failure at the top of the existing slope was observed after a recent heavy storm event at the existing bank along the southern side of the intersection of 3 rd Street and Franklin Street in Keokuk, Iowa. The City is looking to identify the depth and quality of bedrock at the site, along with potential methods of reducing the risk of further failure.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located near the intersection of 3 rd Street and Franklin Street in Keokuk, Iowa. Latitude/Longitude: 40.3979°, -91.3752° (approximate) See Exhibit D
Existing Improvements	Multiple single story family residences, associated driveways, and utilities are present near the crest of the slope. We understand that there are public utilities along the existing 3 rd Street and Franklin Street alignments. Furthermore, at the toe of the bank, there are existing railroad tracks parallel to the Mississippi River.

Item	Description
Current Ground Cover	The existing roads are paved with asphaltic concrete. The slope is covered with vegetation including trees.
Existing Topography	Based on Google Earth, elevation at the intersection of 3 rd Street and Franklin Street is about 600 feet mean sea level (MSL). The railroad trackage below the slope is at about 521 feet MSL. Based on Google Earth, the existing bank slopes down at about 1V:1.3H towards the existing railroad trackage.
Site Access	We expect the boring locations will be accessible with our ATV-mounted drilling equipment and support truck.
Expected Subsurface Conditions	Our experience near the vicinity of the site and review of geologic maps indicates subsurface conditions consist of alternating layers of lean clay and clayey sand soils underlain by shale and limestone bedrock.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of a field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

City requested the one boring to 50 feet. Based on our experience, we recommend performing up to two hand augers along the slope, where accessible by foot. Following table includes requested scope along with the optional hand augers:

Number of Boring / Hand Augers	Planned Boring Depth (feet)	Planned Location ¹
1 (boring)	50 ²	Near the intersection of 3 rd Street and Franklin Street
2 (hand augers)	5 to 10 ³ (Optional)	Along the slope near the intersection

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.
2. The City requested a 50-foot deep boring. However, we understand the existing slope is approximately 65 feet tall. Therefore, we recommend the boring extend to a minimum depth of 70 feet. If bedrock is encountered shallower than a depth of 50 feet, the boring will be advanced at least 10 feet into the rock by coring. If bedrock is encountered at or below a depth of 50 feet, the boring will be terminated when it reaches the rock.
3. Hand auger borings will be terminated at shallower than the planned depths if practical refusal is encountered. If the site conditions are such that hand augers cannot be performed safely, the hand augers will be deleted from our scope.

Site Visit: Terracon has budgeted 8 hours time, including travel time, for a Senior Project Engineer and Project Engineer to perform a site visit prior to mobilizing our drilling equipment to the site. The purpose of the site visit is to confirm site accessibility and to observe the current slope conditions.

Boring Layout and Elevations: The S&H survey crew that will be on site for topographic survey will locate the boring location. Furthermore, S&H survey crew will obtain the elevations at the boring/hand auger location. S&H survey crew will utilize traditional survey and drone survey. Limits of each type of survey is shown on **Exhibit F**.

Subsurface Exploration Procedures: We will advance the borings with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary) and/or rotary wash boring techniques. Samples will generally be obtained at a depth interval of 2½ feet. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel sampler will be driven in general accordance with the standard penetration test (SPT). Samples of the auger cuttings will be obtained at depth intervals of about 1 foot from the hand auger borings; dynamic cone penetrometer testing will also be performed at selected depths in the hand auger borings. The samples will be placed in appropriate containers and taken to our laboratory for testing and classification. If soft clay is encountered during sampling, up to two field vane shear testing may also be performed to measure the shear strength of in-situ clays. In addition, we will observe and record groundwater levels during drilling and sampling. If rotary wash drilling methods are used to advance the boreholes, the drilling fluid will obscure the actual groundwater levels, so water levels will not be recorded in boreholes after the initiation of rotary wash drilling methods.

Upon encountering bedrock or refusal-to-drilling conditions, rock coring (using NQ or NX rock core barrel) will be performed at the boring as noted in the above table. Rock coring will be performed to planned boring depth. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site. Our proposed budget considers water is available on-site.

Our exploration team will prepare field logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples.

Soil and rock samples obtained during our field exploration will be retained for approximately 60 days after submittal of our geotechnical engineering report in the event that additional testing is requested. Bulk samples will be retained for approximately 15 days after completion of our geotechnical engineering report.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with bentonite grout. Borings performed in pavements will be capped with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of each borehole, at the nearest off-pavement location. Because backfill material often settles below the surface after a period of time, we recommend boreholes be periodically

checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we will consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Traffic Control: Because this project is located along residential streets with relatively low traffic volumes, we anticipate our borings could be safely performed by temporarily closing the road and using Road Work Ahead signs, cones around our work area, and flashing lights on our equipment. However, if additional traffic control (signboard and/or flagmen) is required, Terracon can subcontract these services as we have on previous projects at additional cost upon request. Alternatively, others contracted by the Client could provide all required traffic control as a cost savings measure.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will contact Iowa "One Call" to locate utilities in public easements. This service requires 2 days to clear utilities from the time the request is made. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these

services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight (on thin-wall cohesive soils only)
- Unconfined compressive strength (on thin-wall cohesive soils only)
- Atterberg limits (up to 6 samples)
- Grain size analysis (up to 6 samples)
- Organic content test (up to 1 sample)

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The purpose of the memorandum is to provide information and general geotechnical engineering recommendations relative to the recent landslide at the portion of the bank as noted. The geotechnical engineering memorandum does not include global stability analysis or design of the earth retaining systems. The geotechnical engineering report will provide the following:

Proposal for Geotechnical Engineering Services

City of Keokuk Slope Failure | Keokuk, Iowa

September 29, 2023 | Terracon Proposal No. P07235148



- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- General discussion of feasibility of retaining structures and/or slope reinforcement to address the observed distress

Our fees include one conference call with the City and S&H either shortly before or after issuing our geotechnical report. We have budgeted 1.5 hours for the conference call.

Your project will also be delivered using our **Client Portal**. Upon initiation, we will provide you and your design team the necessary link to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report will be maintained in our system. This will allow future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our estimated fee is shown in the following table:

DESCRIPTION	QUANTITY	UNIT	UNIT PRICES	TOTAL COST
GEOTECHNICAL FIELD SERVICES				
Drill Rig Mobilization	1	L.S.	\$2,100.00	\$ 2,100.00
Drilling Support Truck	2	day	\$105.00	\$ 210.00
Per Diem (2-Man Crew)	1	day	\$350.00	\$ 350.00
Auger Drilling & Sampling (0-20ft.)	20	foot	\$19.00	\$ 380.00
Auger Drilling & Sampling (20-40ft.)	20	foot	\$22.00	\$ 440.00
Auger Drilling & Sampling (40-80 ft.)	30	foot	\$28.00	\$ 840.00
Hand Augers	2	each	\$325.00	\$ 650.00
Rock Core Set-Up	1	each	\$125.00	\$ 125.00
Rock Core Drilling	10	foot	\$54.00	\$ 540.00
Pavement Patch (Asphalt)	1	each	\$25.00	\$ 25.00
Drilling Supervisor	2	hour	\$130.00	\$ 260.00
Traffic Control - Signage and cones	1	each	\$500.00	\$ 500.00
Topographic Survey (S&H, Cost + 15%)	1.15	each	\$3,995.00	\$ 4,594.25
*Boring layout, coordinates, and elevations by:	Shoemaker & Halland	Total		\$ 11,504.25
ESTIMATED GEOTECHNICAL FIELD SERVICES				\$ 11,500.00
SOIL LABORATORY SERVICES				
Stratification of Boring Logs	3	hour	\$120.00	\$ 360.00
Moisture Content & Visual Classification	16	each	\$10.00	\$ 160.00
Dry Density (Thin-Wall Tube Sample)	2	each	\$20.00	\$ 40.00
Unconfined Compressive Strength Test	2	each	\$17.50	\$ 35.00
Hand Penetrometer Test	16	each	\$3.00	\$ 48.00
Atterberg Limits	6	each	\$120.00	\$ 720.00
Grain Size Analysis (With Hydro)	6	each	\$185.00	\$ 1,110.00
Organic Content Test	1	each	\$85.00	\$ 85.00
				Total \$ 2,558.00
ESTIMATED SOIL LABORATORY SERVICES				\$ 2,550.00
GEOTECHNICAL ENGINEERING SERVICES				
Project Direction, Sample Review, Coordination, Data Reduction, and Report Preparation				
Principal Engineer, P.E.	8	hour	\$210.00	\$ 1,680.00
Senior Project Engineer, P.E.	14	hour	\$195.00	\$ 2,730.00
Project Engineer	32	hour	\$155.00	\$ 4,960.00
Administrative Assistant	1	hour	\$100.00	\$ 100.00
Post Report Consultation	1.5	hour	\$560.00	\$ 840.00
				Total \$ 10,310.00
ESTIMATED GEOTECHNICAL ENGINEERING SERVICES				\$ 10,300.00
TOTAL ESTIMATED SERVICES				\$ 24,350.00

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	At least 2 days prior to commencing field program
Field Program	Drill date will be coordinated with City 1 day of site visit and 1 day of fieldwork anticipated
Laboratory Testing	20 days after completion of field program
Geotechnical Engineering	25 days after completion of field program
<ol style="list-style-type: none">1. Upon receipt of your notice to proceed we will activate the schedule component on Client Portal with specific, anticipated dates for the delivery points noted above as well as other pertinent events.2. Standard workdays. We will maintain an activities calendar within on Client Portal. The schedule will be updated to maintain a current awareness of our plans for delivery.	

Exhibit D – Site Location

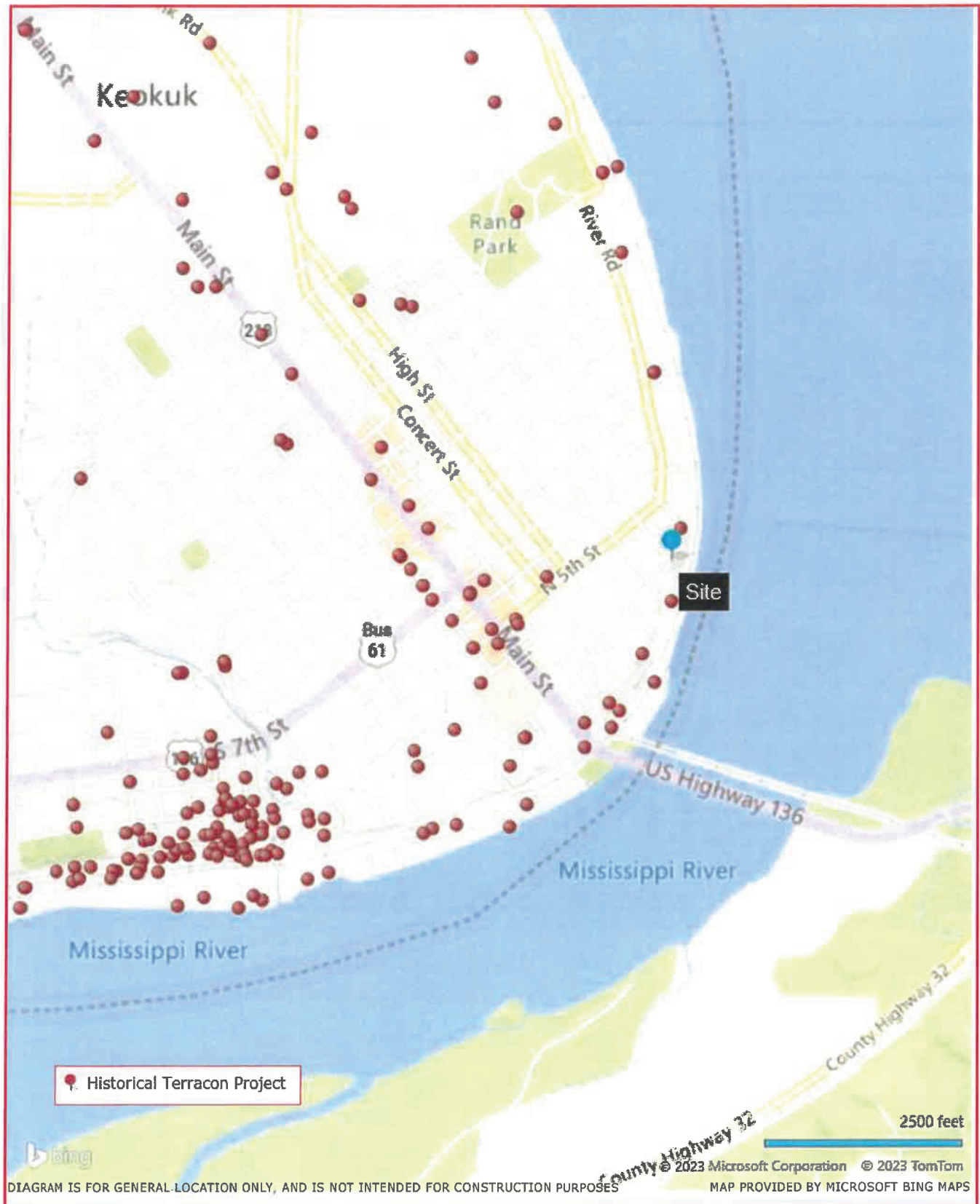


Exhibit E – Anticipated Exploration Plan



Proposal for Geotechnical Engineering Services

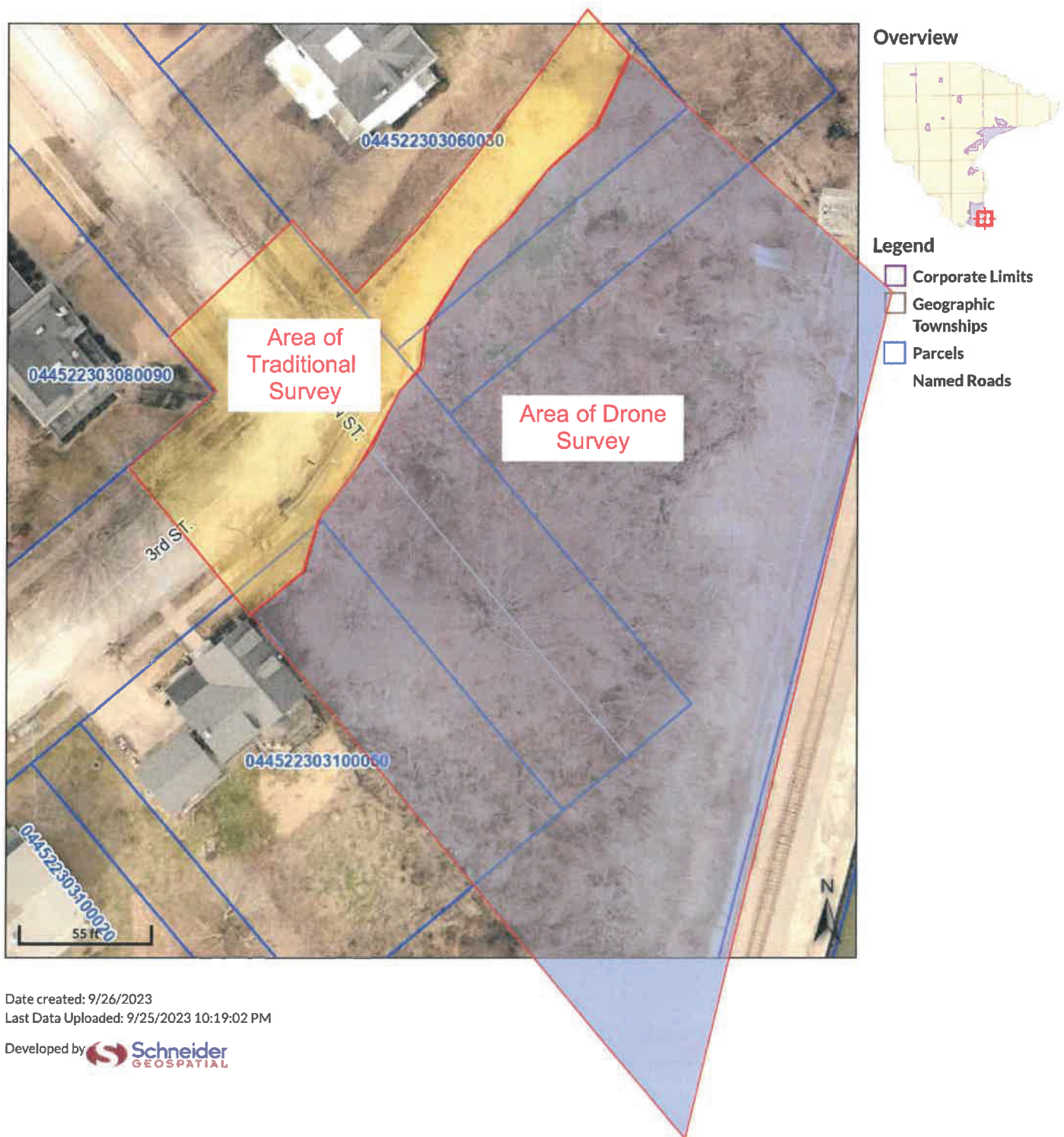
City of Keokuk Slope Failure | Keokuk, Iowa

September 29, 2023 | Terracon Proposal No. P07235148



Exhibit F – Proposed Survey Limits

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Date created: 9/26/2023

Last Data Uploaded: 9/25/2023 10:19:02 PM

Developed by  **Schneider**
GEOSPATIAL



COUNCIL ACTION FORM

Date: October 19, 2023

Presented By: O'Donnell

Subject: SIDC Lease- NanAby Agenda Item: _____

Description:

NanAby, LLC of Hannibal, MO is renting Lab 410 at the Southeast Iowa Development Center (SIDC). The lab is 300 square feet and the lease rate is \$12/sq.ft. Lease term is one (1) year starting December 1, 2023 and running to November 30, 2024. Minimal improvements were necessary to have the lab space ready for occupancy.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING LEASE WITH NANABY, LLC AT THE
SOUTHEAST IOWA DEVELOPMENT CENTER (SIDC)**

WHEREAS, the City of Keokuk, Iowa owns the Southeast Iowa Development Center (SIDC); and

WHEREAS, NanAby, LLC desires to lease lab space at the SIDC.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF
KEOKUK, IOWA;** that the lease with NanAby, LLC for office space at the Southeast Iowa Development Center is approved.

PASSED, APPROVED, AND ADOPTED this 19th day of October 2023

K.A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

LEASE DOCUMENT FOR THE SOUTHEAST IOWA DEVELOPMENT CENTER

This LEASE made and entered into this ____ day of _____, 20_23____, by and between the City of Keokuk, Iowa, a municipal corporation, and political subdivision of the State of Iowa, (hereinafter "LESSOR"), and ___NanAby, LLC_____ (hereinafter "LESSEE"). LESSOR and LESSEE are jointly referred to as the "Parties".

WITNESSETH

WHEREAS, LESSOR is the fee simple owner of certain real property located in Keokuk, Lee County, Iowa, commonly known as the Southeast Iowa Development Center and numbered as 1417 Exchange Street, together with the building constructed thereon consisting of approximately 78,000 square feet, parking lot, surrounding land and the other improvements located thereon and hereinafter referred to as the "Property".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, LESSOR and LESSEE hereby covenant and agree as follows:

1. **PREMISES:** LESSOR leases the Premises to LESSEE, and LESSEE leases the Premises from LESSOR. The Premises that are the subject of this lease are described in Exhibit A to this lease, which is hereby incorporated into this agreement by reference.
2. **TERM:** The term for this lease shall be a period of __one____ (__1__) years, commencing on __December 1____, ____ 20_23____, and ending at midnight on __November 30____, 20_24____.
 - 2.1. **Early Termination.** Notwithstanding any other provisions of this Agreement, it is agreed between the Parties, that either party shall have the option of terminating this lease upon giving the other party ninety (90) day notice in writing.
3. **RENT:** LESSEE agrees to pay market rate rent as agreed upon by Parties. Rent and other charges, including late charges, relating to this lease are described in Exhibit B to this lease, which is hereby incorporated into this agreement by reference.
4. **RENEWAL:** This lease may be renewed for successive terms of __one____ (__1__) year periods at a rental rate to be agreed upon 45 days prior to the expiration of the existing lease term. If no agreement is reached, the lease shall expire at the end of that term.
5. **POSSESSION:** LESSEE shall be entitled to possession on the first day of the term of this lease and shall yield possession to LESSOR at the time and date of the close of the lease term. LESSEE has inspected and knows the condition of the Premises and accepts the same in their present condition. LESSEE acknowledges that LESSOR has made no warranties or representations concerning the Premises and accepts the condition of the Premises in "as is" condition for the

term of the lease. LESSEE shall receive an electronic key to enter the building, and a physical key to enter the Premises.

6. USE OF PROPERTY

- 6.1.** This property shall be used by LESSEE for the purpose of conducting an organization or business to;

Perform R&D nanofabrication activities

- 6.2.** LESSEE shall not, commit or allow any waste, nuisance, or other such act or omission to occur on the Property and shall not do any act or allow on the Property any condition which may create unreasonable noise, interference, or disruption for those occupying surrounding properties, including without limitation any other tenants or occupants in the building or on the Property. LESSEE shall advise LESSOR in writing of any change in LESSEE'S use of the Premises.
- 6.3.** LESSEE shall fully comply with all federal, state and local laws and regulations applicable to air emissions, water pollution, hazardous waste, hazardous materials, toxic materials, and underground storage tanks. LESSEE shall secure all permits, licenses, and approvals necessary for its operations and shall remain in compliance with such permits. LESSEE shall notify LESSOR within two (2) days if LESSEE learns of any allegation that LESSEE'S operations are in violation of any requirement of any permit or any requirement to have a permit.

7. MODIFICATION OF PROPERTY:

- 7.1.** LESSEE shall submit in writing any proposed plan for changes, modifications or additions to the Property or Premises and will not proceed with same without LESSOR's written approval, which shall not be unreasonably withheld. At LESSOR's sole discretion, such written approval may include a requirement that any or all such changes, modifications or additions be returned to the original condition of the property or premises upon the expiration or termination of this agreement or a renewal or extension thereof. Any such changes, modifications, or additions that require work to be performed outside the premises or on any of the heating, ventilating, air-conditioning, mechanical, elevator, plumbing, electrical, fire protection, life safety, or security systems on the property shall also require prior approval. Any such changes, modifications, or additions to the property or premises shall be completed by LESSOR, unless agreed in writing by LESSOR and LESSEE that such changes, modifications, or additions shall be completed by LESSEE. In the event

changes, modifications, or additions to the property or premises are completed by LESSEE, LESSEE shall ensure that any such changes, modifications, or additions to the property or premises are performed in accordance with applicable law (including, but not limited to, the Americans with Disabilities Act), utilizing the appropriate permits and governmental approvals, and done in a good and workmanlike manner. LESSEE shall keep the premises and the property free and clear of all liens in any way related to work performed, materials furnished, or obligations incurred by LESSEE.

- 7.2. Unless agreed to in writing beforehand by the parties, any such changes, modifications, or additions to the property or premises shall be completed at LESSEE's sole cost and expense. At LESSOR's sole discretion, LESSOR may agree to assume the up-front costs of changes, modifications, or additions and then modify the rent amount of LESSEE in this agreement to reflect the costs of such changes, modifications, or additions. Any such changes, modifications or additions to the Property or Premises shall become the property of LESSOR, including without limitation furniture and fixtures, laboratory casework and the like that are affixed to the floor, walls or ceiling. No improvements, alterations, or additions to the Premises, other than trade fixtures, shall be removed without LESSOR's prior written consent, which consent shall not unreasonably be withheld. LESSEE shall repair all damage caused by any removal of any trade or other fixtures or additions. When providing approval in writing, LESSOR may require that LESSEE restore the changed, modified or added to Property or Premises to their original condition upon the expiration or termination of this agreement or renewals or extensions thereof.
- 7.3. Notwithstanding the foregoing or anything else to the contrary, LESSEE shall not be permitted to place any underground storage tanks on or under the Property.
8. **CARE OF PREMISES:** LESSEE shall keep the Property and Premises neat and orderly and shall surrender the premises at the end of the lease term in the same condition as when it took possession, normal wear and tear excepted. Pursuant to Section 20 herein, LESSOR reserves the right to enter the premises to exercise safety or security measures and to make necessary alterations, repairs, additions, or improvements.
9. **MAINTENANCE AND REPAIR:** LESSOR shall repair and maintain the roof, exterior walls, and foundation of any structures. LESSOR shall maintain and keep in good working order all equipment, fixtures, and systems in common areas and shall perform routine repair and maintenance on the same. In addition, and without limitation, LESSOR shall protect water pipes, heating and air conditioning equipment, plumbing, fixtures, appliances, and sprinkler systems from becoming frozen in common areas.
- 9.1. LESSEE shall have the obligation of maintaining all portions of the leased Premises which LESSOR is not specifically obligated to maintain under the above section. LESSEE shall maintain and keep in good working order all equipment, fixtures, and systems in leased Premises, and shall perform routine repair and maintenance on the same. In addition, and

without limitation, LESSEE shall protect water pipes, heating and air conditioning equipment, plumbing, fixtures, appliances, and sprinkler systems from becoming frozen in leased Premises.

- 9.2. LESSEE shall be responsible for maintenance of light fixtures and lamps in their leased Premises, for repair and routine maintenance of water pipes, plumbing apparatus, and fixtures, within the leased Premises. LESSEE shall replace any worn or outdated equipment with new equipment of like quality and durability. All equipment outside the leased Premises, such as boilers, shall be the responsibility of the LESSOR.

10. UTILITIES AND SERVICES:

10.1. General purpose water, electric, gas, sewer, trash removal, maintenance, sidewalk maintenance including snow removal and general care of hallways and public areas will be provided by LESSOR. Should LESSEE's operations result in excessive and inordinate utility consumption as determined in the sole discretion of the LESSOR, the LESSOR reserves the right to charge a reasonable fee for such consumption.

10.2. LESSOR shall provide central heat and air conditioning to Premises at a level of normal comfort and water in the restrooms. Tenant shall be responsible for special heating or water requirements within the Premises.

10.3. LESSOR shall provide fiber internet services and public access WIFI. Should LESSEE's data usage result in excessive and inordinate consumption as determined in the sole discretion of the LESSOR, the LESSOR reserves the right to charge a reasonable fee for such consumption.

10.4. LESSEE is responsible for telephone.

10.5. LESSEE will have equal access to the mailbox, a designated break room, designated restrooms, and parking at no additional charge.

10.6. LESSEE must reserve common meeting spaces with the property manager and submit Building Usage Agreement prior to use.

11. **TAXES:** State, city, and county real estate taxes for the Premises during the calendar year are included in market rate rent. Rent may adjust annually to account for annual adjustments based on taxes. Adjustments will commence the month tax notices are received.

12. **PUBLIC REQUIREMENTS:** LESSEE shall comply with all laws, orders, regulations, ordinances, and other public requirements at any time affecting the Premises or the use of the Premises.

13. **LICENSING AND FEES:** LESSEE shall obtain all necessary licensing and registrations for the use and operation of the Premises and shall pay when due all license and registration fees.

14. **INSURANCE:** LESSOR and LESSEE shall each be responsible to protect its respective

property interests. The following provisions shall apply:

14.1. LESSOR shall obtain "All Risk" Property Insurance on the Property, including fixtures and non-removable tenant improvements in such amount as LESSOR deems sufficient. LESSEE shall cooperate with LESSOR so that the lowest insurance rating can be obtained. Accordingly, LESSEE shall fully cooperate with the insurance carrier in implementing any measures of complying with any requirements the carrier may have. All costs of such measures or compliance shall be borne by LESSEE. If the insurance rates published by the Insurance Service Office of the State of Iowa are increased as the result of any activities or hazards introduced by LESSEE, then LESSEE shall pay the amount by which the insurance premiums are increased because of such activities or hazards.

At its sole cost and expense, LESSEE shall purchase and maintain liability insurance with a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be endorsed to include the City of Keokuk State of Iowa as an additional insured. Also, Tenant shall, during the term of this Lease, maintain Worker's Compensation in the statutory amount. Policy shall contain a severability of interests provision.

14.2. The policies shall also provide that LESSOR be given at least thirty (30) days' notice before any cancellation or material modification of the policy.

14.3. LESSEE shall provide to LESSOR a certificate of insurance evidencing above insurance with the signed Lease and annually. Upon reasonable request, LESSEE shall furnish LESSOR with a copy of the premium bill and evidence of payment.

14.4. In the event of casualty damage to the Premises, and if LESSOR is carrying the "All Risk" Property Insurance, LESSEE shall promptly report the damage to LESSOR and LESSOR shall make whatever claim against the insurance company that LESSOR deems advisable. LESSEE shall cooperate in connection with the claim. In the event of either damage to the Premises by casualty or an assertion of liability, or if LESSEE is carrying the applicable insurance policy, LESSEE shall promptly report the same to the applicable insurance company and make a claim for insurance proceeds, delivering to LESSOR a copy of the claim. Any insurance proceeds shall be applied to the rebuilding or repair of the Property, with any excess paid to LESSOR or disbursed as LESSOR deems appropriate.

15. LIENS AND ENCUMBRANCES: This Lease shall be subject and subordinate to any present or future mortgages, deeds of trust, and other liens or encumbrances executed or consented to by LESSOR, which do not materially adversely affect LESSEE'S use of the Premises. The holder of any such mortgage, deed of trust, lien or encumbrance may notify LESSEE in writing of its interest, and in such event, LESSEE shall send copies of all notices or communications regarding this Lease to the holder of the mortgage, deed of trust, lien, or encumbrance. Such holder shall be entitled to take any action or exercise any rights reserved to LESSOR under this Lease. LESSEE shall, within ten (10) days after receipt of a request therefor, execute and deliver to

LESSOR and the holder of such a mortgage, deed of trust, lien or other encumbrance, an estoppel certificate and/or agreement evidencing the subordination of this Lease as described above, which estoppel certificate and/or agreement shall be in form satisfactory to LESSOR and such holder.

- 15.1. LESSEE shall not encumber or permit the encumbrance of the PREMISES or this leasehold estate by any mortgage, deed of trust, assignment, security interest, lien or other charge, without LESSOR'S prior written consent, which consent shall not be unreasonably withheld.
- 15.2. This Lease does not require LESSEE to improve the PREMISES or construct any improvements or additions on the PREMISES. Any improvements or additions to the PREMISES which LESSEE might make, or permit are for the sole use of LESSEE and will not benefit LESSOR'S reversion. LESSEE is not, and shall not be deemed to be, the agent of LESSOR in contracting or arranging for any improvements to the PREMISES or any construction on the PREMISES. Additional provisions relating to alterations and improvements are contained in Section 7 of this Lease.
- 15.3. LESSEE shall promptly pay all bills for labor done or material or equipment supplied for any construction or repair work done on the PREMISES. Failure to promptly pay any such bills shall be a default under this Lease. LESSEE shall defend and indemnify LESSOR from all liability, damages or expense resulting from any mechanic's lien claims affecting the PREMISES.
16. **HAZARDOUS WASTE:** As used herein, the term "**Hazardous Substances**" shall mean urea formaldehyde, polychlorinated biphenyls, asbestos, asbestos- containing materials, radioactive materials or wastes, petroleum products, or any other waste material or other substance which would subject the LESSOR as owner of the Property to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "**Environmental Regulations**" as used herein means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials.
- 16.1. LESSEE shall not allow on the Property any leakage, spillage or release of any hazardous substance, hazardous waste, petroleum, or toxic material as those terms are defined by federal or state law or regulation. If such a release should occur, LESSEE shall notify LESSOR of such fact within two (2) days. Furthermore, in such event, LESSEE shall promptly remove and clean up any such leakage, spillage, or release, at its own cost, and LESSEE shall accomplish such removal and clean-up in strict compliance with all applicable laws, codes and regulations. LESSEE shall notify LESSOR within two (2) days if LESSEE receives notice of intent to sue, notice of violation, citation, warning, or similar notification arising out of operations on the Property. LESSEE shall notify LESSOR within two (2) days if LESSEE learns of any federal, state, or local agency investigation or inquiry concerning the Property or LESSEE'S operations.

- 16.2. LESSEE shall not use all or any part of the Property for the purpose of refining, producing, storing, handling, transferring, processing, or transporting any pollutants or contaminants or any Hazardous Substances or petroleum products in any manner which would result in a release or threatened release which could require response under applicable Environmental Regulations, nor shall LESSEE permit or suffer any other party to use all or any part of the Property for any purpose forbidden herein.
17. **INDEMNITY**: LESSEE shall indemnify, defend, and hold harmless LESSOR from and against any and all damage, expense, claim, liability or loss, including reasonable attorneys' fees, arising out of or in any way connected to any condition, occurrence or event occurring on the Property or arising out of any use of the Property during the term of this Lease. This duty to indemnify and defend shall include but shall not be limited to damages, costs, liability, loss, and expense including professional consultant, engineering or attorneys' fees incurred in responding to federal, state, or local laws, strict liability, or common law.
18. **DAMAGE BY CASUALTY**: If a substantial part of the Premises is so damaged by fire or other casualty that the Premises are totally untenable, LESSOR may at its sole option terminate this Lease. If the Lease is so cancelled, rent shall be paid only to the date of cancellation and LESSEE shall promptly surrender the Premises to LESSOR.
- 18.1. If LESSOR does not elect to terminate this Lease in case of a total inability to occupy the Premises, this Lease shall continue in full force and effect and LESSOR shall restore the Premises to at least their previous condition within a reasonable time. For that purpose, LESSOR and its agents and contractors may enter the Premises. Rent shall abate during the period of inability to occupy the Premises, unless the inability to occupy the Premises is the fault, either by willful action or negligence, of the LESSEE, in which case Rent will continue to be owed.
- 18.2. If the Premises are so damaged by fire or other casualty that ability to occupy the premises is only partially disturbed, LESSOR shall restore the same to at least their previous condition within a reasonable time. For that purpose, LESSOR and its agents may enter the Premises, and rent shall abate in proportion and in duration equal to the partial Premises unable to occupy. No claims shall be made by or allowed to LESSEE by reason of any inconvenience or annoyance arising from the repair work
- 18.3. In the event the Premises suffer any casualty damage, LESSEE shall within ten (10) days remove any debris or rubbish, remove its personal property from the damaged Premises, and clean the damaged Premises to facilitate repair or restoring operations.
19. **ASSIGNMENT OR SUBLEASE**: LESSEE shall not assign this Lease, sublease the Premises, or allow anyone else to use or occupy any part of the Premises, without LESSOR'S prior written consent, which consent shall not unreasonably be withheld. LESSOR may assign this Lease to any subsequent purchaser of the Premises, and upon such assignment shall be released from all rights and obligations under this Lease.

20. **INSPECTION:** LESSEE shall allow LESSOR to enter the leased Premises at reasonable times, and with reasonable notice considering the circumstances, for the purposes of inspection, repairs, or improvements, to exercise safety or security measures, or to show the premises to prospective Lessees.
21. **LESSEE'S PERSONALITY:** LESSOR shall not be liable for any loss or damage to any of LESSEE'S merchandise, personality, or other property on or about the Property, or for any lost profits of or consequential damage to LESSEE, regardless of the cause of the loss or damage. LESSEE shall be responsible for any taxes or assessments made against LESSEE'S personal property and shall defend and indemnify LESSOR against the same.
22. **DEFAULT BY LESSOR:** LESSEE shall give LESSOR written notice of any default by LESSOR. If (a) the default is not cured within thirty (30) days after LESSOR receives the written notice, or (b) LESSOR does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then LESSEE at its election may declare this Lease terminated after an additional period of thirty (30) days. If this Lease is rightfully terminated in accordance with this section, rent shall be paid only to the end of the second thirty (30) day period.
23. **DEFAULT BY LESSEE:** The following provisions shall govern default by the LESSEE:
- 23.1. LESSEE will be in default under this Lease upon the happening of any one or more of the following events:
- 23.1.1. Failure of LESSEE to make any rent payment when due or fully and timely perform any obligation contained in this Lease.
- 23.1.2. Any warranty, representation or statement made or furnished to LESSOR by or on behalf of LESSEE for the purpose of inducing the execution of this Lease or any other agreement between the parties proves to have been false in any material respect when made or furnished.
- 23.1.3. LESSEE is dissolved or its existence terminated; LESSEE becomes insolvent, its business fails, or a receiver is appointed for any of LESSEE'S property; LESSEE is generally not paying its debts as they become due; or LESSEE makes an assignment for the benefit of its creditors or is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding.
- 23.2. Any of the occurrences set forth in Section 23.1.3. of this Lease above occurs with respect to any guarantor or surety of LESSEE'S obligations.
- 23.3. LESSEE abandons the Premises, or the Premises or LESSEE'S leasehold interest in the Premises are attached or taken under any court order or writ of execution.
- 23.4. If LESSEE defaults, LESSOR may enforce its rights by an action for rent and possession, unlawful detainer, or other legal remedy. LESSEE agrees that, notwithstanding LESSOR'S

possession of the Premises, LESSEE shall remain liable for and shall pay LESSOR an amount equal to the entire rent payable to the end of the then-applicable term of this Lease. This amount may either (a) be accelerated and become payable at once, or (b) become due and be payable monthly, at the sole option of LESSOR. In addition, LESSEE shall be liable for and shall pay to LESSOR any loss or deficiency sustained by LESSOR because of LESSEE'S default.

- 23.5. Notwithstanding LESSOR'S re-entry and possession of the Premises, LESSOR, upon LESSEE'S default, shall have the right, without notice to LESSEE, and without terminating this Lease, to make alterations and repairs for the purpose of reletting the Premises. LESSOR may relet or attempt to relet the Premises or any part of the Premises for the remainder of the then-applicable Lease term or for any longer or shorter period as opportunity may offer, to such persons and at such rent as may be obtained. Nothing in this Lease shall require LESSOR to relet or make any attempt to relet the Premises, and any reletting shall be done by LESSOR as agent for LESSEE. In case the Premises are relet, LESSEE shall pay the difference between the amount of rent payable during the remainder of the term and the net rent actually received by LESSOR during the term after deducting all expenses for repairs, alterations, recovering possession and reletting the same, which difference shall either (a) accrue and be payable monthly, or (b) be accelerated and become payable at once, at LESSOR'S sole option.
- 23.6. No actions taken by LESSOR after LESSEE'S default shall be construed as indicating a termination of this Lease. This Lease shall remain in full force and effect and shall not be terminated unless LESSOR so elects in writing.
- 23.7. At LESSOR'S election, LESSOR may cure any default of LESSEE by expending money, contracting for the making of repairs, purchasing insurance, or by any other actions. If LESSOR takes any such actions, LESSEE will promptly, upon demand, reimburse LESSOR for all of LESSOR'S expenses. All such expenses shall bear interest from the dates they are incurred until the dates they are paid, at a rate of 10 percent (10%) per annum.
- 23.8. LESSOR shall be entitled to recover from LESSEE all of LESSOR'S expenses in exercising any of its rights under this Lease, including without limitation LESSOR'S reasonable attorney's fees.
- 23.9. All of LESSOR'S remedies are cumulative, and may be exercised successively or concurrently, at LESSOR'S election.
24. **RETURN OF PREMISES:** At the termination of this Lease, LESSEE agrees to deliver to LESSOR the PREMISES and all mechanical systems and all equipment and fixtures thereon, in good working order and condition. All keys and other property of the LESSOR shall be returned by LESSEE at that time.
- 24.1. Should LESSEE fail to vacate the PREMISES at the termination of this Lease, LESSEE

shall pay for each day of the holdover period either (a) twice the then-applicable rent, or (b) a current fair market rent for the PREMISES (as determined by LESSOR in its sole judgment), whichever is higher. All the terms and provisions of this Lease shall continue to apply. LESSEE will be a tenant at will during the holdover period. Nothing in this section shall be a waiver of or preclude the exercise of LESSOR'S remedies for LESSEE'S default. Should LESSEE'S holdover prevent LESSOR from fulfilling the terms of another lease, LESSEE shall defend and indemnify LESSOR from all direct and consequential damages for which LESSOR may be liable, or which LESSOR may suffer, as a result thereof.

25. **EMINENT DOMAIN:** If any substantial part of the Premises (affecting LESSEE'S operations) is taken under the power of eminent domain, conveyed in lieu of condemnation, or acquired for any public or quasi-public use, this Lease may be terminated by either party. The parties shall make their individual claims for the award, which shall be distributed according to law.
26. **RULES:** LESSEE understands and acknowledges that it and its officers, employees, agents, visitors, and guests shall observe all operating policies of the LESSOR, including, but not limited to, rules, procedures and traffic and parking regulations. Such policies shall be provided in writing by LESSOR.
27. **COMMON AREAS:** LESSEE shall have reasonable use of common areas of the building for normal business purposes, within the policy guidelines.
28. **SMOKE FREE ENVIRONMENT:** It is acknowledged by Tenant that the building is a smoke free environment, and no smoking therein will be enforced accordingly by Landlord.
29. **NO ANIMALS/PETS:** No animals or pets of any kind are permitted in the building or within the Premises.
30. **SECURITY:** LESSEE is responsible for securing all windows and doors within its Premises and shall exert diligence in keeping building entrances and openings locked after normal business hours. LESSEE shall be solely responsible for any and all losses, damages, claims, or causes of action that may arise that relate in any way from LESSEE's failure or alleged failure to perform the obligations under this provision. LESSEE further agrees to defend, hold harmless, and indemnify LESSOR for any violation of the obligations under this provision.
31. **RELOCATION:** LESSOR reserves the right to relocate LESSEE to a comparable space at LESSOR's discretion. LESSOR will provide thirty (30) days' notice prior to relocation.
32. **APPLICABILITY TO THIRD PARTIES AND SUCCESSORS IN INTEREST.** There are no third-party beneficiaries to this agreement. The terms, provisions, and conditions of the agreement shall be binding upon and inure to the benefit of LESSOR and LESSEE and their respective successors, assigns, and legal representatives.
33. **COUNTERPARTS AND FACIMILE SIGNATURES.** The parties agree that this agreement has been or may be executed in several counterparts, each of which shall be deemed an original

and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual, or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

34. **SEVERABILITY.** If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this agreement. Such a determination shall not affect the validity or enforceability of other parts or provisions of the agreement.
35. **INTEGRATION.** This agreement, including all the exhibits and documents incorporated by reference, represents the entire agreement between the parties and neither LESSOR nor LESSEE is relying on any representation that may have been made which is not included in this agreement. This agreement supersedes all prior agreements between LESSOR and LESSEE regarding the premises and the subject matter of this agreement.
36. **SIGNS:** LESSEE shall not place any signs or advertisements on the PREMISES without the written consent of LESSOR, and the application for and granting of a City Sign Permit complying with the City Sign Code. Consent for signage shall not be unreasonably withheld. Within the 120 days prior to the termination of any Lease term, LESSOR, at their sole discretion, may display signs advertising the rental of the PREMISES.
37. **WAIVER OF SUBROGATION:** LESSOR and LESSEE each respectively waive all rights of recovery against the other and the other's agents, employees, permitted licensees and assignees, for any loss or damage to property or injury to or death of persons, to the extent the same is covered or indemnified by proceeds of any insurance, or for which reimbursement is otherwise received. This agreement, however, shall apply only so long as the parties' respective insurance companies expressly concur in this agreement and waive all subrogation rights. Each party shall have a continuing obligation to notify the other party if these waivers are not granted. Nothing in this section shall impose any greater liability upon the LESSOR than would have existed in the absence of this section.
38. **ATTORNMEN**T: LESSEE agrees to and does attorn to any successor to LESSOR'S interest in all or any part of the PREMISES, including without limitation any purchaser at any foreclosure sale of all or any part of the PREMISES.
39. **SUCCESS OR FAILURE OF TENANT'S BUSINESS:** Tenant specifically recognizes and acknowledges that the business venture to be undertaken by Tenant within the Premises depends upon the ability of Tenant as an independent businessperson, as well as other factors, such as market and economic conditions which are beyond the control of Landlord and Tenant. Tenant acknowledges that the success or failure of Tenant's business enterprise will be dependent on the business acumen and diligence of Tenant. Tenant agrees that the success or failure of Tenant's business will not depend on Landlord's advise or Landlord's perfomlance under this Lease and Landlord makes no representations or warranties as to the success or prospects of Tenant's

business.

40. **BANKRUPTCY:** The following covenants are a part of this agreement:

- 40.1. The parties agree that this Lease has been entered into partly because of LESSOR'S judgment that LESSEE will be particularly able to perform the Lease covenants. LESSEE has substantial duties of performance under this Lease, apart from its mere financial obligations. This Lease is a personal contract between the parties which cannot be assumed by any trustee or other party in bankruptcy. party in violation of the above agreement, LESSOR will not have adequate assurance of performance, within the meaning of Section 365 of the Bankruptcy Code of 1978, as amended, unless the trustee or other party can demonstrate that itself or a substitute lessee will have the particular capacity to fulfill the nonmonetary covenants of this Lease. LESSOR will not have adequate assurance of performance unless and until (a) LESSOR is allowed access to adequate financial and other information about the proposed lessee, including without limitation references from prior lessors, to satisfy itself that the trustee, other party or proposed lessee is fully able to assume the financial and personal covenants of LESSEE in this Lease, in full accordance with its terms, and (b) sufficient bonds or letters of credit are posted by the trustee, other party or proposed lessee to guarantee performance of the Lease obligations. The parties further agree that the definition of the term "adequate assurance" as set forth in Section 365(b)(3) of the Bankruptcy Code of 1978, as amended, shall apply to any determination of adequate assurance in connection with this Lease.
- 40.2. In the event any proceedings in bankruptcy are brought against LESSEE or affect LESSEE, the trustee or other party shall not be permitted to use, sell or lease any of the PREMISES, whether or not in the ordinary course of business, without providing adequate protection to LESSOR. The parties agree that the language in Section 361 of the Bankruptcy Code of 1978, as amended, shall be the exclusive definition of the term "adequate protection" in connection with any use, sale or lease of the PREMISES. The cash payment referred to in that section shall mean the full payments required under this Lease, plus payment representing the value of LESSOR'S lost ability to use or lease the PREMISES; and the then "indubitable equivalent" as used in that section shall mean protection afforded by either grants of administrative expense priority, grants to LESSOR of ownership interests in a continuing business surviving the bankruptcy, or grants to LESSOR of protected securities issued by a continuing business surviving the bankruptcy, which completely compensate LESSOR for the loss of the present value (computed at the then market rate of interest for commercial loans) of LESSOR'S ability to use or lease the PREMISES.
- 40.3. The parties agree that because of the extreme financial importance to LESSOR of this transaction, LESSOR will be irreparably harmed by any stay of its collection efforts or the exercise of its remedies under this Lease.

41. **SUCCESSORS AND ASSIGNS:** This Lease shall inure to the benefit of and be binding upon

the heirs, estates, executors, administrators, receivers, custodians, successors and (in the case of LESSEE, permitted) assigns of the respective parties.

42. **LIGHT**: This Lease does not grant any rights to light, view or air over adjacent properties. Any diminution or elimination of light, view or air by any structure which may be erected on property adjacent to the PREMISES shall not be a breach of, and shall not affect the rights and obligations of, the parties under this Lease.
43. **WAIVERS**: Any waiver, consent, or approval on the part of LESSOR must be in writing and shall be effective only to the extent specifically set forth in the writing. No delay or omission by LESSOR in the exercise of any right or remedy with respect to any one occasion shall impair LESSOR'S ability to exercise the right or remedy in the same or on another occasion.
44. **AMENDMENTS**: This Lease contains the entire agreement of the parties. No amendments may be made to this Lease except by an agreement in writing executed by all the parties.
45. **MISCELLANEOUS**: The following provisions are additional terms of this Lease:
 - 45.1. The captions of the sections of this Lease are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease.
 - 45.2. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this Lease.
46. **PUBLIC RECORDS**. LESSEE acknowledges that this Agreement is made with a political subdivision of the State of Iowa, and as such, may be subject to Public Records requests. LESSOR's disclosure of records pursuant to the Public Records law is not a breach of the contract.
47. **GOVERNING LAW**: This Agreement and any claims arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to the principles of conflicts of laws of Iowa. Any claims or legal actions by one party against the other will be commenced and maintained in Lee County District Court, or the U.S. District Court for the Southern District of Iowa, and you submit to the jurisdiction and venue of any such court.
48. **CIVIL RIGHTS**: The LESSEE shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.
49. **FORCE MAJEURE**. Neither LESSOR nor LESSEE shall be liable to the other for any delay or failure of performance of this agreement and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure". As used in this agreement, "force majeure" includes acts of God, war, civil disturbance and any other similar causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party

was unable to anticipate or prevent. Business downturns or difficulties by LESSEE shall not be considered a force majeure event.

50. **PAYMENTS AND NOTICES:** Rent payments, other payments, communications and notices due to LESSOR shall be submitted either be (a) personally delivered or (b) mailed, at or to the following address:

LESSOR:

City of Keokuk, Iowa
Attn: City Administrator
501 Main St
Keokuk, Iowa 52632

LESSEE:

Organization:____NanAby,
LLC _____
Attention:____Jeanette
Hill _____
Address:____1209
Broadway _____
City: _Hannibal _____ State: _MO ____
Zip: ____63401 _____

- 50.1. Either party may change the address by written notice to the other. Notices shall be effective when received, or when deposited in the United States Mail, if mailed by certified mail.

EXHIBIT A—DESCRIPTION OF PREMISES

Premises include the following wet laboratory rooms located in the building at 1417 Exchange Street, Keokuk, Iowa:

Lab 410 consisting of 300 square feet.

The premises also include the following office rooms located in the building at 1417 Exchange Street, Keokuk, Iowa:

n/a

EXHIBIT B—RENTAL CHARGES

Base Rent includes \$300.00 per month for each of the following wet laboratory rooms:

Base Rent also includes n/a per month for the following office rooms:

Based on the foregoing, Total Base Rent is \$300.00 per month.

Additional rent includes lease of chemical fume hood(s) as follows:

n/a

Additional Rent includes n/a per month for additional furniture, fixtures, laboratory casework, as well as changes, modifications or additions to the premises or building purchased and owned by LESSOR and made available to LESSEE for LESSEE's benefit, described below.

Additional casework valued at n/a

Office furniture valued at n/a

Based on the foregoing. Total Additional Rent is \$0.00 per month.

Base Rent \$300.00 per month

Additional Rent \$0.00 per month

Total Rent \$300.00 per month

Other Provisions:

Rent payments are due and payable on the first day of the month. Rents received later than the 10th day of the month are subject to a late payment fee of one and one-half percent (1.5%) of the outstanding balance of rent due and payable.

IN WITNESS WHEREOF, the City of Keokuk and _____ have executed this Commercial Lease Agreement on this ____ day of _____, 202__.

FOR LESSOR:

(SEAL)

CITY OF KEOKUK, IOWA

By: _____

Kathie Mahoney,
Mayor

ATTEST:

By: _____ Celeste El
Anfaoui, City Clerk

STATE OF IOWA)

) SS

COUNTY OF LEE)

On this _____ day of _____, 20__, before me a Notary Public in and for said State, personally appeared Thomas L. Richardson and Celeste El Anfaoui, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

FOR LESSEE

Can this be notarized in MO?

By: _____
(Name & Title)

STATE OF IOWA)

) SS

COUNTY OF LEE)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they represent _____, and that said instrument was signed on behalf of said corporation; and that the said representative acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

Notary Public in and for the State of Iowa

Notes for Lessor when negotiating Lease

2.1 Term – If Lease is made with a nonprofit or remote worker a 90 day termination clause is included in the lease in case a for profit business would need to be placed in tenants place. This is due to the grant funding from the US Economic Development Administration (EDA) that prefers business tenants.

10.1 Utilities and Services – If it is known that Lessee’s operations result in excessive and inordinate utility consumption, the Lease will require Lessee to pay to meter utility and usage.

16 Hazardous Waste -If Lessee requires Hazardous Waste removal, they are required to provide information on how they are following environmental regulations and proper disposal of hazardous waste.



COUNCIL ACTION FORM

Date: October 19, 2023

Presented By: O'Donnell

Subject: Set Public Hearing- Grant Application Agenda Item: _____

Description:

A second cleanup grant application is being prepared for submittal to US EPA. Prior to submittal, a public hearing on the application must be held. Staff recommends November 2, 2023 at 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 _____

Recommendation:

Recommend approval.

Recommend approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION SETTING PUBLIC HEARING ON THE SUBMISSION OF A
US EPA BROWNFIELD GRANT APPLICATION**

WHEREAS, the City of Keokuk, Iowa has acquired property at 365 Carbide Lane for the purpose of redevelopment of a brownfield; and

WHEREAS, required environmental studies have been completed on the property; and

WHEREAS, parts of the property are ready to enter into the cleanup phase; and

WHEREAS, an application to the US EPA for a clean up grant has been prepared; and

WHEREAS, prior to submission of said application, the City Council for the City of Keokuk, Iowa must hold a public hearing.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, a public hearing shall be held on November 2, 2023, at 5:30 PM in the City Council Chambers of the Keokuk City Hall, 501 Main St, Keokuk.

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

PASSED, APPROVED, AND ADOPTED this 19th day of October 2023.

K.A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: October 19, 2023

Presented By: O'Donnell

Subject: Pool Sewer Credit Agenda Item: _____

Description:

Joseph Benson, 700 S 6th St, is requesting a sewer credit for filling his pool in August. Mr. Benson was unable to fill his pool until August as he was out of town during June and July. The Council approved sewer credits for pool filling during the months of May and June. Outside of the approved time frame adjustments for pool filling require approval of the City Council.

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

Pool Sewer Credit Resolution

Date _____

04/20/2023

Recommendation:

At the discretion of the Council.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☒ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

October 9, 2023

City of Keokuk
501 Main Street
Keokuk, IA 52632

Dear City Council Members,

Due to my work schedule and being out of town for work most of June & July, I was not able to fill my swimming until August. Please consider a sewer credit to reimburse me for sewer usage from filling my pool.

Thank you for your consideration.

Joseph W. Benson
700 South 6th Street
Keokuk, IA 52632



COUNCIL ACTION FORM

Date: October 19, 2023

Presented By: O'Donnell

Subject: Acknowledgment & Acceptance of Petition Agenda Item: _____

Description:

On September 21, 2023 the City received a petition asking that a measure be placed on the ballot in November to change the council representation plan. If passed the measure would reduce the number of council members from nine to seven (2 at large, 5 wards). This would not be effective until the election in 2025.

Mayor Mahoney and staff reviewed the petition and filed it with the Lee County Auditor. Staff was informed this week that formal vote of acknowledgment and acceptance of the petition must occur. This would allow a five day period where challenges to the petition can be made. Challenges are limited to veracity and eligibility of signatures, not to the purpose of the petition itself.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☒ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

City of Keokuk
Petition to Reduce Wards and City Council Members

We the undersigned eligible voters of the City of Keokuk request that the City Council place on the ballot at the November 7, 2023 General Election a proposed Council Representation plan as follows pursuant to Iowa Code Chapter 372.13:

Shall the City of Keokuk change from its current Council Representation Plan of seven (7) wards and two (2) at large Councilpersons to a Council Representation Plan of five (5) wards and two (2) at large Councilpersons?

If this measure is passed by a majority of votes cast, then all of the City's councilpersons will be elected at the November 4, 2025 general election, taking office January, 2026. Those receiving the highest number votes for wards 1, 2, 3 and at-large 1 shall serve a two (2) year term. Those receiving the highest number of votes for Wards 2, 4, and at-large 2 shall serve a four (4) year term. Thereafter all councilpersons will serve four-year terms.

We, the undersigned eligible electors of the appropriate city as established by law, and the state of Iowa hereby make the nomination outlined above. If the candidate named above accepts the nomination, we believe the candidate is or will be a resident of the appropriate city by law as required by law.

Sign your name	Address where you live in Iowa		Today's Date
	House number & street	City	
1. Linda Hutton	38 Pleasant Lane	Keokuk	9-19
2. Lorraine Merydith	2126 Grand Ave.	Keokuk	9-19
3. Jeanne Lazopulos	1813 Hazard Ave	Keokuk	9/19/23
4. Chuck Mayfield	2079 Orleans	" "	9/19/23
5. Toni G Sargent	157 Hazelhurst	Keokuk	9/19/23
6. Juan Sastre	615 Florence	Keokuk	9/19/23
7. Dan M. Coughlin	230 HILLCREST	KEOKUK	9/19/23
8. James Burke	925 RAND PARK	KEOKUK	9-19-23
9. Kathleen Land	2300 Grand Ave	Keokuk	9/19/23
10. Barbara Smidt	2113 Logan Dr	Keokuk	9/19/23
11. Carlos Suman	1111 Grand Ave	Keokuk	9/19/23
12. David Lyon	2478 River Road	KEOKUK	9/19/23
13. Daniel Karp	520 Fulton	KEOKUK	9-19-23
14. Sila Mitchell	609 High St.	Keokuk	9-19-23
15. Sue Prochazka	2737 Plank Road	Keokuk	9-19-23

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Sign your name	Address where you live in Iowa		Today's Date
	House number & street	City	
1. Linda Hendricksmyer	716 Bank St.	Keokuk	9-18-23
2. Jana Hlausch	2105 Crestwood Ln	Keokuk	9-18-23
3. [Signature]	2018 Loft Dr	Keokuk	9-18-23
4. [Signature]	327 N 2 ND	Keokuk	9-18-23
5. Kathy Myers	1101 Seymour	Keokuk	9/18/23
6. [Signature]	1101 Seymour	Keokuk	9/18/23
7. [Signature]	327 N 2nd	Keokuk	9/18/23
8. Judy McDowell	2211 Grand	Keokuk	9/19/23
9. Mary Gensberg	16 Wallace St.	Keokuk	9/19/23
10. Peggy Moss	912 N 14th	Keokuk	9/19/23
11. Samantha [Signature]	7 Richards Dr. Apt 16	Keokuk	9/19/23
12. Shelley [Signature]	1913 GRAND	Keokuk	9/19/23
13. K. Mahoney	206 N. 16th	Keokuk	9-19-23
14. [Signature]	2010 N. [Signature]	Keokuk	9-19-23
15. [Signature]	2029 [Signature]	" "	9-19-23

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Sign your name	Address where you live in Iowa		Today's Date
	House number & street	City	
1. <i>Spur Mayers</i>	<i>1028 LEIGHTON ST</i>	<i>KEOKUK</i>	<i>9-18-23</i>
2. <i>Joe Benedict</i>	<i>2125 Main St</i>	<i>Keokuk</i>	<i>9-18-23</i>
3. <i>[Signature]</i>	<i>729 Main St.</i>	<i>Keokuk</i>	<i>9/18/23</i>
4. <i>Butt Wright</i>	<i>30 Prices Creek Rd</i>	<i>Keokuk</i>	<i>9-18-23</i>
5. <i>Wm. Meredith</i>	<i>30 Prices Creek Rd</i>	<i>Keokuk</i>	<i>9-18-23</i>
6. <i>Amber Glasscock</i>	<i>217 N 13th St</i>	<i>Keokuk</i>	<i>9-18-23</i>
7. <i>Breg Glasscock</i>	<i>217 N 13th St.</i>	<i>Keokuk</i>	<i>9-18-23</i>
8. <i>Joyce Glasscock</i>	<i>217 N 13th St</i>	<i>Keokuk</i>	<i>9-18-23</i>
9. <i>Deborah J. Poller</i>	<i>715 Cleveland Ave</i>	<i>Keokuk</i>	<i>9-18-23</i>
10. <i>Jenny Dwyer</i>	<i>1014 Leighton St</i>	<i>Keokuk</i>	<i>9-18-23</i>
11. <i>Dee Dwyer</i>	<i>1044 Leighton St</i>	<i>Keokuk</i>	<i>9-18-23</i>
12. <i>Jane Moore</i>	<i>1220 High St</i>	<i>KEOKUK</i>	<i>9-18-23</i>
13. <i>D Glasscock</i>	<i>1904 Oak St</i>	<i>Keokuk</i>	<i>9-18-23</i>
14. <i>Aaron Glasscock</i>	<i>1504 6th St</i>	<i>Keokuk</i>	<i>9-18-23</i>
15. <i>Mike Greenslaugh</i>	<i>203 Navaho Dr</i>	<i>Keokuk</i>	<i>9-19-23</i>




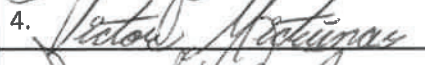
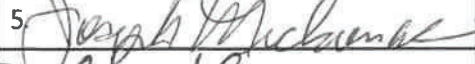
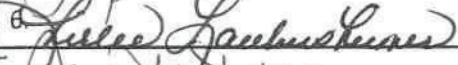



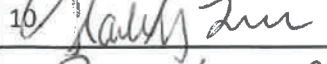





City of Keokuk
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Sign your name	Address where you live in Iowa		Today's Date
	House number & street	City	
1. 	1705 GRAND AVE	KEOKUK	9/17/2023
2. 	1813 Grand Ave	Keokuk	9/17/23
3. 	507 Grand Ave	Keokuk	9/17/23
4. 	507 Grand Ave	Keokuk	9-17-23
5. 	507 Grand Ave	Keokuk	09/17/23
6. 	201 W. 1st St.	Keokuk	9-17-23
7. 	613 Coolidge Ave	Keokuk	9-17-23
8. 	1108 Grand Ave	Keokuk	9-17-23
9. 	1913 Grand Ave	Keokuk	9-17-23
10. 	2431 353rd St	Keokuk	9-18-23
11. 	822 N 13th St	Keokuk	9-18-23
12. 	12 Stoveridge Dr	Keokuk	9-18-23
13. 	822 N 13th St	Keokuk	9-18-23
14. 	21 Hawkery Village	Keokuk	9-18-23
15. 	1016 Orleans Ave	Keokuk	9-18-23

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Sign your name	Address where you live in Iowa		Today's Date
	House number & street	City	
1. <i>Marcus D. Datta</i>	<i>611 Franklin</i>	<i>Keokuk</i>	<i>9-15-23</i>
2. <i>[Signature]</i>	<i>611 Franklin</i>	<i>Keokuk</i>	<i>9-15-23</i>
3. <i>Hannah Koerber</i>	<i>763 Hickory Terr.</i>	<i>Keokuk</i>	<i>9-15-23</i>
4. <i>Russ Long</i>	<i>3559 Middle Rd</i>	<i>Keokuk</i>	<i>9-15-23</i>
5. <i>Tom Beard</i>	<i>1618 Franklin</i>	<i>Keokuk</i>	<i>9-15-23</i>
6. <i>Deede Beaud</i>	<i>1618 Franklin</i>	<i>Keokuk</i>	<i>9-15-23</i>
7. <i>Chad Nye</i>	<i>2413 Lincoln</i>	<i>Keokuk</i>	<i>9-15-23</i>
8. <i>Wynne Kirby</i>	<i>1303 Blondeau</i>	<i>Keokuk</i>	<i>9-17-23</i>
9. <i>Diana Kraus</i>	<i>722 N 17th</i>	<i>Keokuk</i>	<i>9-17-23</i>
10. <i>Kathy Hansen</i>	<i>821 Eicher</i>	<i>-</i>	<i>9/17/23</i>
11. <i>[Signature]</i>	<i>796 Green Drive</i>	<i>Keokuk</i>	<i>9/17/2023</i>
12. <i>Tracy Mergdall</i>	<i>2441 Grand Keokuk</i>	<i>IA</i>	<i>9/17/2023</i>
13. <i>Just John</i>	<i>2441 Grand Ave</i>	<i>Keokuk IA</i>	<i>9/17/2023</i>
14. <i>Jack Bondue</i>	<i>503 W 3rd</i>	<i>Keokuk</i>	<i>9/17-23</i>
15. <i>Mary Smith</i>	<i>1705 Grand Ave</i>	<i>Keokuk</i>	<i>9/17/23</i>

City of Keokuk
Petition to Reduce Wards and City Council Members

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Sign your name	Address where you live in Iowa		Today's Date
	House number & street	City	
1. Judy Chatfield	816 Roost St	Keokuk	9-15-23
2. Lawrence Clark	1933 RIVER RD	KEOKUK	9-15-23
3. John Syton	3307 MADALE RD	KEOKUK	9-15-23
4. J. Clavin	1933 River Rd	Keokuk	9/15/23
5. Luann Babington	721 Eichen St	Keokuk	9/15/23
6. Jeff Spence	306 Hickory Ter	Keokuk	9/15/23
7. Janis Wallingford	1916 Fulton St.	Keokuk	9/15/23
8. Debbie Wilson	29 Melody ct	Keokuk	9/15/23
9. Bruce Dine	2411 GRAND AVE	KEOKUK	9/15/23
10. W. C. Spitz	2454 River Rd	Keokuk	9/15/23
11. Kathy Osburn	2454 River Rd.	Keokuk	9/15/23
12. Mike Hunk	1211 GRAND	Keokuk	9/15/23
13. Jim Dineen	719 N 8TH	Keokuk	9/15/23
14. Kathy Drake	719 N 8th	Keokuk	9-15-23
15. Jay Koeber	763 Hickory Terr.	Keokuk	9-15-23

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	House number & street	City	
1. Nick Wilson	2015 Meadow Lane	Keokuk	9/19
2. Judy Klyper	29 GREENBRIER CT	KEOKUK	09/19/2023
3. Jay Ryan	1017 Timea	Keokuk	9-19-23
4. Douglas Hartwick	2019 Logan Drive	Keokuk	9/19/23
5. Mary Kunitade	604 Hickory Ter	Keokuk	9/19/23
6. Ron Kunitade	604 Hickory Ter	Keokuk	9/19/2023
7. Michelle Boley	702 N 17th	Keokuk	9-19-23
8. Steve Boley	702 N 17	Keokuk	9/19/23
9. Jim Wolf	2581 357th St	Keokuk	9-19-23
10. Bob Wolf	824 N 17th	Keokuk	9-19-23
11. Sandra Johnson	2007 Grand Ave	Keokuk	9-19-23
12. Gary L Johnson	20076 Grand Ave	Keokuk	9-19-23
13. Martha Marsat	1925 Grand Ave.	Keokuk	9-20-23
14. Leestee Anyaoui	1700 Parkview Hts	Keokuk	9-20-23
15. Annette Bender	1744 Wilson Rd	Keokuk	9/20/23

**City of Keokuk
Petition to Reduce Wards and City Council Members**

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	House number & street	City	
1. <i>Carl S. O'Connell</i>	<i>3256 Middle Rd</i>	<i>Keokuk</i>	<i>09/19/2023</i>
2. <i>Jason Schmitt</i>	<i>1820 Oak St.</i>	<i>Keokuk</i>	<i>09/19/23</i>
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	House number & street	City	
1. Rodun Garcia	1217 Franklin	Keokuk	9-15-23
2. Annette Pennington	417 S 19th St	Keokuk	9-15-23
3. Percy Whit	417 S 19th St	Keokuk	9-15-23
4. Jonathan Garcia	1217 Franklin St	Keokuk	9-18-23
5. Chrissy McDonald	1221 Franklin	Keokuk	9-19-23
6. Nicki Smith Dochteman	733 Dorcas Dr	Keokuk	9-19-23
7. Delata Damer	2137 Orleans	Keokuk	9-19-23
8. Ciracia Murphy	1808 Johnson St	Keokuk	9-19-23
9. Stacy L Moore	1795 Fairlane	Keokuk	9/19/23
10. Breanne Buckner	1412 High St	Keokuk	9/19/23
11. Jyll Buckner	1412 High St.	Keokuk	9/19/23
12. Tracey Helenthal	519 Burke St	Keokuk	9/19/23
13. Stacie Dickens	1629 Franklin	Keokuk	9-21-23
14. Wade Johnson	2014 Park in	Keokuk	9/21/23
15. Jesse Hagmeier	2112 Times St	Keokuk	9-21-23

City of Keokuk
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	House number & street	City	
1. Becky Bowden	2219 Lincoln	Keokuk	9-20-23
2. Tabatha Cleveland	719 Blvd. Rd.	Keokuk	9-20-23
3. Kyle Riddle	719 Blvd. Rd.	Keokuk	9-20-23
4. Jim Bowden	2219 Lincoln	Keokuk	9-20-23
5. Amanda Meyer	917 N 11	Keokuk	9/20/23
6. Glen Meyer	917 N 11	Keokuk	9-20-23
7. Debbie Suter	1602 Palen St	Keokuk	9/20/23
8. Lorell Washburn	711 Exchange St	Keokuk	9/20/23
9. Julie Johnson	519 Burke	Keokuk	9-20-23
10. JoAnn Helenthal	519 Burke Street	Keokuk	09/20-23
11. Andrew Whitaker	931 Eicher	Keokuk	09/20/23
12. Heather Stuecker	20 Pawnee	Keokuk	9/20/23
13. Andrew Jones	1024 Grand Ave	Keokuk	09-21-23
14. Andrea Hagmire	2112 Timea	Keokuk	9/21/23
15. Gabriel Lafeypr	2112 Timea Street	Keokuk	9-21-23

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	House number & street	City	
1. <i>Phil E Hamilton</i>	<i>1822 Timen</i>	<i>Keokuk</i>	<i>9-21-23</i>
2. <i>Mercedes Hawkins</i>	<i>418 S 19th St.</i>	<i>Keokuk</i>	<i>9/21/23</i>
3. <i>Erica Hawkins</i>	<i>826 N 17th St</i>	<i>Keokuk</i>	<i>9/21-23</i>
4. <i>Stacey Hawkins</i>	<i>826 N 17th St</i>	<i>Keokuk</i>	<i>9-21-23</i>
5. <i>Gage Hawkins</i>	<i>1217 W High St</i>	<i>Keokuk</i>	<i>9-21-23</i>
6. <i>Barbara Deming</i>	<i>1915 Des Moines</i>	<i>Keokuk</i>	<i>9-21-23</i>
7. <i>Cynthia Ames</i>	<i>1925 Des Moines st.</i>	<i>Keokuk</i>	<i>9/21/23</i>
8. <i>Randy Schult</i>	<i>1926 Lima</i>	<i>Keokuk</i>	<i>9/21/23</i>
9. <i>Juliana Weber</i>	<i>3466 265th Ave</i>	<i>Keokuk</i>	<i>9/21/23</i>
10. <i>Jackson Hamelton</i>	<i>1822 Timen</i>	<i>Keokuk</i>	<i>9/21/23</i>
11. <i>Cory Hamelton</i>	<i>1822 Timen</i>	<i>Keokuk</i>	<i>9/21/23</i>
12. <i>Debra Albright</i>	<i>1818 Timen</i>	<i>Keokuk</i>	<i>9-21-23</i>
13. <i>JoAnn Wegner</i>	<i>911 N 13th Street</i>	<i>Keokuk</i>	<i>9-21-23</i>
14. <i>[Signature]</i>	<i>1035 25th St</i>	<i>Keokuk</i>	<i>9-21-23</i>
15. <i>[Signature]</i>	<i>311 Belkap Pl</i>	<i>Keokuk</i>	<i>9-21-23</i>

City of Keokuk
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	House number & street	City	
1. <i>Casen Barnes</i>	<i>2525 Decatur</i>	<i>Keokuk</i>	<i>9/16/23</i>
2. <i>Wendy Briggs</i>	<i>20 Hubertal place</i>	<i>Keokuk</i>	<i>9/16/23</i>
3. <i>Lawrence Barrett</i>	<i>729 Grand Ave</i>	<i>Keokuk</i>	<i>9/18/23</i>
4. <i>Jordan Kirk</i>	<i>822 Franklin St</i>	<i>Keokuk</i>	<i>9-18-23</i>
5. <i>Jade Kirk</i>	<i>822 Franklin St</i>	<i>Keokuk</i>	<i>9-18-23</i>
6. <i>Hannah Mammun</i>	<i>754 Eicher St</i>	<i>Keokuk</i>	<i>9-18-23</i>
7. <i>Zoe Guin Hank</i>	<i>803 Orleans Ave</i>	<i>Keokuk</i>	<i>9-18-23</i>
8. <i>Monika</i>	<i>424 Orleans Ave</i>	<i>Keokuk</i>	<i>9-18-23</i>
9. <i>Maretha Harris</i>	<i>511 Burke St.</i>	<i>Keokuk</i>	<i>9-18-23</i>
10. <i>Jason James</i>	<i>414 Orleans</i>	<i>Keokuk</i>	<i>9-19-23</i>
11. <i>Melanie M. Goy</i>	<i>735 Boulevard. Rd.</i>	<i>Keokuk</i>	<i>9/20/23</i>
12. <i>Jason Logan</i>	<i>4 Park Place</i>	<i>Keokuk</i>	<i>9-20-23</i>
13. <i>Deanna James</i>	<i>414 Orleans Ave</i>	<i>Keokuk</i>	<i>9/20/23</i>
14. <i>Jackson Jones</i>	<i>754 Eicher St</i>	<i>Keokuk</i>	<i>9/20/23</i>
15. <i>Elizabeth Fox</i>	<i>618 Franklin St</i>	<i>Keokuk</i>	<i>9-20-23</i>

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	House number & street	City	
1. Becky Crenshaw	524 N. 3rd St	Keokuk	9-15-23
2. [Signature]	319 Franklin St.	Keokuk	9-18-23
3. [Signature]	524 N 3rd St	KEOKUK	9-18-23
4. [Signature]	319 Franklin St	Keokuk	9-18-23
5. [Signature]	1507 High St	Keokuk	9-20-23
6. Kris Moser	911 Grand Ave.	Keokuk	9/20/23
7. Ben Moser	94 Grand Ave.	Keokuk	9/20/23
8. Julie Logan	1229 Grand Ave	Keokuk	9/20/23
9. [Signature]	"	"	"
10. [Signature]	307 Franklin	Keokuk	9-20-23
11. [Signature]	102 main st	Keokuk	9-20-23
12. Amy Mead	220 W. 14th	Keokuk	9-20-23
13. Gabrielle Schnedler	3806 Main St. Lot 2	Keokuk	9-20-23
14. Brittany Logan	1111 Grand Ave	Keokuk	9/20/23
15. Keeli Massimo	611 Grand Ave	Keokuk	9/20/23

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	House number & street	City	
1. <u>Varissa Crenshaw</u>	<u>424 Orleans Avenue</u>	<u>Keokuk</u>	<u>9/20/23</u>
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TO: Mayor and Council
FROM: Mayor Mahoney
DATE: October 19, 2023
RE: Committee Nominations

RAND PARK PAVILION COMMISSION (First notification. No vote required.)
(5-YEAR TERM)

Andrew Whitaker	Term to expire 10/22/2028
Amanda Rogers	Term to expire 10/22/2028

GRAND THEATRE COMMISSION (First notification. No vote required.)
(3 YEAR TERM)

Janice Linder	Term to expire 11/05/2026
Raeann Salter	Term to expire 11/05/2026
Terry Twitchell	Term to expire 11/05/2026
Jerry Herr	Term to expire 11/05/2026

Mayoral Appointments:

KEOKUK MUNICIPAL WATERWORKS (Vote required.)
(6-YEAR TERM)

Mike Hickey	Term to expire 11/01/2029
Flint Peyton	Term to expire 11/01/2029

PARK & RECREATION ADVISORY BOARD (Vote required.)
(3-YEAR TERM)

Ralph Dial	Term to expire 11/02/26
Dick Malloy	Term to expire 11/02/26

Resignations

AIRPORT COMMISSION

Thomas Dressler	Term to expire 10/20/29
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HISTORIC PRESERVATION COMMISSION

James West	Term to expire 09/01/23
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TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: October 16, 2023

RE: Administrator's Report

1. Pretreatment Program: We received a letter from the IDNR regarding our pretreatment program and bringing the program in compliance. While the DNR acknowledged our progress and efforts, they will be requiring quarterly updates on the program until we are in full compliance. An annual progress report is required, and the quarterly reports are outside of the annual report.
2. Decker MFG Easement Agreement: Staff is still waiting on Decker's legal counsel to return final comments on the agreement. As the easement is not time sensitive, staff has delayed action until both parties have given a final review.
3. AmJet: The current loan agreement extension expires November 1st. Staff is working with Paul Roos to finalize a new agreement that would pay the principal over twenty months. We are waiting on information from Mr. Roos to complete the draft document. As the information was not available in time for this meeting, the loan agreement will be considered on November 2nd. Mr. Roos has been informed that the agreement must be ready for consideration by that date or he faces having the loan being called.

AGENDA
COUNCIL WORKSHOP
October 19, 2023
IMMEDIATELY FOLLOWING REGULAR MEETING

1. Snow Emergency Ordinance.
2. Bristol Report.
3. 18th Street Pavement Width.
4. Business Registration.

Chapter 9.84 - WEATHER EMERGENCY

Sections:

9.84.010 - Director designated.

The ~~city street superintendent, the director of public works, the chief of police or a designee of any of the foregoing offices~~ chief of police, or in the chief's absence duly designated and acting representative, with the concurrence on the manager of the street department, is designated the director for the provisions of this chapter.

(Ord. 1636 § 10, 1995)

9.84.20 - Emergency declaration—Parking prohibitions.

- (a) When the directors find, on the basis of falling snow, sleet or freezing rain, that weather conditions will make it necessary that motor vehicle traffic be expedited, or that accumulations of snow, sleet or freezing rain will need to be removed from the streets of the city, and that parking on city streets should be restricted for snowplowing and other purposes, the directors shall declare a "weather emergency" and put into effect the parking prohibitions contained in this chapter by making a public declaration in the manner described in Sections 9.84.040 and 9.84.050.
- (b) Once in effect, a parking prohibition under this chapter shall remain in effect until terminated by announcement of the directors, in accordance with this chapter.

(Ord. 1374 § 1 (part), 1983)

9.84.030 - Not to permit illegal parking.

Nothing in this chapter shall be construed as to permit parking at any time or place where it is forbidden by other provisions of law or the ordinances of the city.

(Ord. 1374 § 1 (part), 1983)

9.84.40 - No-parking zones—Designation—Compliance required.

(a) No parking zones, as defined in 9.84.40(b), shall be along Snow Emergency Routes, as designated by resolution by the City Council.

~~(a)~~(b) The directors in their public declaration of a weather emergency shall designate the odd-numbered sides of all streets as no-parking zones, stating the time and day when the parking prohibition becomes effective. No parking shall be allowed on the odd-numbered sides

of streets until such time as allowed by the directors. The directors, upon clearing the odd-numbered sides

of streets, shall then designate the even-numbered sides of streets as no-parking zones, stating the time and day when the parking prohibition commences, which shall continue until the prohibition is terminated by declaration of the directors.

~~(b)~~(c) While a side of the street is designated as a no-parking area, no person shall park or allow to remain parked any vehicle on the side of the street.

(Ord. 1374 § 1 (part), 1983)

9.84.50 - Emergency declaration—Contents—Effective date—Certification.

- (a) The directors shall cause each declaration made pursuant to the authority of this chapter to be publicly announced by means of broadcast from radio and television station or stations within the normal operating range covering the city, and they shall also cause the declaration to be further announced ~~in any newspapers of general circulation within the city when the additional declaration by newspaper is feasible~~ through available social media. Each announcement shall describe the action being taken by the city directors, including the time and date upon which parking on odd-numbered sides of the streets will be prohibited. A similar declaration shall be made when parking on the even-numbered sides of streets is prohibited.
- (b) The declaration by the directors under this section shall be known as a "weather emergency" declaration, and no such declaration shall become effective on less than eight full hours' notice. The directors shall deliver to the clerk of the city copies of the weather emergency declaration, certifying on the copies time and day upon which copies of the declaration were delivered for broadcast or publication to the media designated in this section.

(Ord. 1374 § 1 (part), 1983)

9.84.060 - Emergency declaration—Termination.

When the directors find that some or all of the conditions which gave rise to parking prohibitions under this chapter no longer exist, they may declare the prohibitions under this chapter terminated by using the same procedure as used for declaration of a weather emergency. Termination of parking prohibitions under a snow emergency shall take effect immediately upon announcement.

(Ord. 1374 § 1 (part), 1983)

9.84.070 - Conflict of provisions.

During the effective period of a weather emergency, the provisions of this chapter shall take precedence over other conflicting provisions of law, except laws relating to traffic accidents, emergency travel of authorized emergency vehicles or the emergency traffic directions of a police officer.

(Ord. 1374 § 1 (part), 1983)

9.84.80 - Parking prohibitions—Removal of vehicle when.

- (a) Members of the police department of the city shall remove or have removed a vehicle from a street to the nearest garage or other place of safety when the vehicle is parked in violation of the parking prohibitions contained in this chapter.
- (b) When an officer removes or has removed a vehicle from a street, as authorized under this section, and the officer knows or is able to ascertain from registration records in the vehicle the name and address of the owner thereof, such officer shall immediately give or cause to be given notice, in writing, to such owner of the fact of removal and the reasons therefor and of the place to which the vehicle has been removed. A copy of the notice shall also be given to the owner of any lands to which the vehicle has been caused to be removed.
- (c) When an officer removes or has removed a vehicle from a street under this section and does not know and is not able to ascertain the name of the owner, and in the event that the vehicle is not returned unto the owner within a period of three days, then the officer shall send or cause to be sent a written report of the removal to the Department of Transportation of the state. Such notice shall contain a complete description of the vehicle; the date, time and place from which it was removed; the common name of the place at which it is stored; and the name of the owner of that place.
- (d) No person shall recover any vehicle removed in accordance with this section except as provided in this section. Before the owner or person in charge of such vehicle is allowed to recover it from its place of storage or impoundment, he shall present to the duly contracted tow operator or his representative evidence of his identity and right to possession of the vehicle, shall sign a receipt for the same and shall pay the reasonable cost of removal and the reasonable charge for accrued storage. Until these charges are paid, they shall constitute a lien on the vehicle. The duly contracted tow operator shall make a written report to the police department of the final disposition of each vehicle impounded.
- (e) It is the duty of the police department to keep a record of each vehicle removed under this section. The record shall include a description of the vehicle, its license number, the date and time of its removal, a description of the place from which it was removed, the location of the place of its impoundment, the name and address of its owner or last operator, if known, and the final disposition of the vehicle.
- (f) This section shall supplement and not limit the provisions of law granting the police department authority over motor vehicles.

(Ord. 1374 § 1 (part), 1983)

9.84.090 - Parking prohibitions—Violation—Citation—Penalty.

a) Whenever any motor vehicle without a driver is found parked or left in violation of any provisions of this chapter and it is not removed and impounded as provided in this chapter, the officer finding such vehicle may take its registration number and any other information displayed on the vehicle, and he shall conspicuously affix to the vehicle a ~~uniform traffic~~ citation. A violation of this section is a scheduled violation and subject to a fine of twenty-five dollars. Admitted violations may be charged upon a simple notice of a fine of twenty-five dollars payable at the office of the city clerk. If such fine is not paid within three business days, a complaint may be filed as provided by the code of Iowa. The scheduled fine shall be increased by five dollars if it is not paid within thirty days of the date upon which the violation occurred. ~~Parking in violation of the prohibitions in this chapter during a weather emergency is a misdemeanor which shall be punished by a fine not exceeding twenty dollars.~~ Each day in which a vehicle is parked in violation of the prohibitions contained in this chapter shall be treated as a separate offense.

a)b) Whenever the fine and costs imposed for the violation of this article are not paid, the person convicted may be subject to imprisonment not to exceed thirty (30) days or to a fine not to exceed one hundred dollars (\$100.00), and the Lee County Treasurer or any other agency authorized by the Iowa Department of Transportation shall refuse to register, renew, or transfer the registration of any vehicle involved in a violation of this article.

Commented [KA1]: This section will require a 28E agreement with Lee County. Staff has examples.

(Ord. 1374 § 1 (part), 1983)

9.84.100 - Parking prohibitions—Violation—Prima facie evidence of guilt.

In any prosecution in regard to a vehicle parked or left in violation of the prohibitions contained in this chapter, proof that a particular vehicle described in the citation was parked or left in a place prohibited under the declaration of the directors, together with proof that the defendant named in the citation was at the time the registered owner of the vehicle, constitutes prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this chapter.

(Ord. 1374 § 1 (part), 1983)

9.84.110 - Parking prohibitions—Compliance required.

It is the duty of all owners of motor vehicles to have their vehicles parked or left in compliance with the structures and prohibitions of this chapter.

(Ord. 1374 § 1 (part), 1983)

SNOW EMERGENCY ROUTES

Main St at S. 7th to Riverfront Hills
N 17th to River Road
Middle Rod from Plank to City Limits
13th St from Palean to Grand Ave
10th St from Grand Ave to S 7th
16th St Orleans to Hilton Rd
Hilton Rd to Hwy 61 Bypass
High St to Plank Rd
Plank Rd to Carbide Lane
Carbide Lane to Hwy 61 Bypass
Johnson St Rd Bank to Hwy 61 Bypass
Concert Plank Rd to 1st Street
Johnson St 4th St to 18th St
Timea St 2nd to Clinton Place
Palean St 5th St to McKinley Ave
4th St Orleans to Bank St
5th St Ridge St to Grand Ave
Grand Ave Ridge St to 15th St
Grand Ave 17th St to Boulevard Rd
Boulevard Rd Grand Ave to Main St
Washington St Orleans to Boulevard Rd
Joyce Park Rd
N 7th St Main St to Grand Ave
Park Lane 17th St to Eicher St
Eicher St to Plank Rd

Snow Emergency Protocols:

- Snow emergency declared if predicted snow fall is greater than two (2) inches, regardless if snowfall occurs or not.
- Per the Ordinance, Notification must be given at least eight (8) hours prior to snow emergency going into effect.
- Notifications will be announced through radio, TV, and available social media.
- Declaration of odd or even side of the street will be determined by date, with even dates corresponding to even side of street and odd date corresponding to odd side of street.
- Vehicles will be towed at the discretion of the Police Department.

Chapter 5.06 - BUSINESS REGISTRATION

Sec. 5.06.010. - Purpose and jurisdiction.

As each business located in the City is a basic part of and effects the physical and economic well-being of the City, necessitating special services from the City in the form of life safety inspections and other services, such businesses shall in all respects be in full compliance with the provisions hereinafter contained in this chapter. This chapter is designed to provide for the means whereby the City may render the necessary inspections and services to businesses in order to promote, protect, and safeguard the public safety, health, and welfare of the citizens of the City and to enable the maintenance of an accurate record of business located and carrying on commercial activities or commerce within the City.

Sec. 5.06.020. - Definitions.

The following words and phrases, as used in this chapter, shall have the following meaning, unless a different meaning is required by the context:

Business means any vocation, occupation, profession, enterprise, establishment, concern, or any other type of activity, with the exception of those exemptions as otherwise provided for in this chapter.

Person means any individual, firm, association, sole proprietorship, partnership, corporation, trust, or any other legal entity, including not-for-profit organizations, but excluding governmental bodies properly organized under the law of the State or of the United States of America.

Sec. 5.06.030. - Registration required.

- A. It shall be unlawful for any person to conduct, engage in, maintain, operate, carry on, or manage any business, either by himself or itself, or through an agent, employee, or partner, without first having obtained a registration certificate for such business. Registration is required when any person, by himself or through an agent, employee, or partner, is held forth as being engaged in a business, or if he solicits patronage therefor, actively or passively, or if he performs or attempts to perform any part of such business in the City.
- B. For new businesses, a registration certificate must be obtained prior to its commencement of operations. For businesses in existence prior to the enactment of this chapter, a registration certificate must be obtained by **INSERT DATE OR SPECIFY TIME AFTER ORDINANCE IS ENACTED**.
- C. Businesses exempt from this chapter are those preempted by State statutes.

Sec. 5.06.040. - Duration of registration and renewal.

- A. The registration year for the City shall commence on January 1 of each year. **No registration certificate shall be granted for a period longer than one (1) year. (Every three (3) years?)** Except where otherwise provided herein, every registration certificate shall expire on December 31 following the date of issuance.
- B. The City may attempt to notify businesses of their registration expiration at least thirty (30) days prior to said expiration. Notwithstanding the foregoing, businesses are obligated to renew their registration on an **annual** basis. Failure to receive an expiration notification shall not be a defense to operating without a valid registration.

Sec. 5.06.050. - Assignability.

No registration certificate may be assigned, sold, loaned, transferred, used as collateral, or otherwise encumbered. Each registration certificate is only valid for the business or person named in the registration. Should the ownership or the name of the business change in any manner, the entity shall be required to reapply for a business registration certificate.

Sec. 5.06.060. - Display.

It shall be the duty of any person conducting a registered business in the City to keep his registration displayed at all times in a place viewable by the public on the premises used for such business. No person shall use or display any registration that has been improperly acquired. No person shall destroy, obliterate, take, remove, or carry away without the consent of the owner any registration certificate that has been issued by the City except when such registration certificate has been discontinued or the registered premises has been abandoned.

Sec. 5.06.070. - Application.

- A. Each registration application shall be made to the City in writing on forms provided by the City.
- B. Each application will contain the following information: Does B. even need to be in the ordinance, would A. be enough by saying on forms provided by the City, adopted by the City Council, this would be easier to change the form if it is determined different information is required)
 - 1. Business name, address and phone number and email.
 - 2. Business Owner's name, date of birth, address and phone number; (is date of birth necessary?)
 - 3. Person on the premises to contact in the event of emergency or inspections;
 - 4. Person to contact and phone number for after-hours emergencies;
 - 5. Classification of organization (commercial or otherwise);
 - 6. Hours of operation;
 - 7. Square footage and percent of square footage that is occupied;
 - 8. Total number of floors in facility and number of floors occupied;
 - 9. Maximum number of employees on site, at any given time;
 - 10. Disclosure of food products or the handling/processing of the like;
 - 11. Disclosure of flammable, combustible, explosive or otherwise hazardous liquids, gases or materials on site;
 - 12. Signature of business owner or responsible manager.
- C. Every application for a food-related business shall also have copies of current health certificates, as issued by the Lee County Health Department.
- D. Any and all changes to information submitted on a registration application for an existing business shall be reported to the City in writing.

Sec. 5.06.080. - Location.

- A. No registration certificate for the operation of a business in the City shall be construed to permit the operation of a registered business in more than one location in the City. A separate registration

certificate shall be required for each location of a registered establishment. For the purposes of this chapter, the existence of a single location shall be evidenced by the fact that all buildings containing the principal or accessory uses shall be connected or shall be located on the same lot or parcel, shall be operated and managed by the same person or owner, and shall be an establishment with the same classification.

- B. The location of any registered business may be changed provided that ten (10) days' notice thereof is given to the City in the absence of any provision to the contrary; provided, however, that all applicable ordinances and regulations of the City shall be complied with.

Sec. 5.06.090. - Inspections.

The City shall visit or cause to be visited all businesses in the City as often as they shall deem necessary to ensure compliance with the provisions of this chapter, and to have such arrangements made as may be deemed necessary for the health and safety of employees, patrons, and the citizens of the City.

Sec. 5.06.100. - Enforcement.

The City shall take all necessary and appropriate action to compel compliance with the regulatory provisions of this chapter. **All municipal employees duly authorized and acting as inspectors shall be conservators of the peace with police powers for the purpose of enforcing the provisions of this chapter and other City ordinances relating to the licensing of businesses and occupations and their regulations.**

Sec. 5.06.110. - Penalty; enforcement.

In addition to the suspension and revocation provisions above, any person convicted of violating any provisions of this chapter shall be guilty of an offense.

Sec. 5.06.120. - Enforcement of other ordinances disclaimer.

Nothing in this chapter shall be deemed to preempt any other regulatory provision of this Code. All other City ordinances and codes shall remain in full force and effect. By issuing a registration certificate, the City does not waive compliance with and enforcement of any other ordinances or provisions of this Code and the possession of a valid registration certificate shall not be a defense to any such violations.