

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

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the Regular City Council meeting & Council Workshop of September 21, 2023;
 - Minutes of the Safety Committee meeting of September 21, 2023;
 - Cash Receipts & Treasurer's report for August 2023;
 - Resolution 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 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;
7. (a) Now is the time and place for a public hearing granting of easement for Decker Manufacturing in Kindustry Park. A public hearing notice was published in the Daily Gate City on September 26TH, 2023.

(b) Consider resolution granting of easement for Decker Manufacturing in Kindustry Park.
8. (a) Now is the time and place for a public hearing 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.

(b) Consider resolution granting a permanent encroachment for an ADA Ramp for Alcohol & Drug Dependency Service of SE Iowa, 928 Main Street.
9. (a) Now is the time and place for a public hearing 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 one September 13, 2023.

(b) Consider resolution disposing of municipally owned real property located at 604 Grand Avenue by the City of Keokuk, Iowa.
10. Motion to approve the initial reading of an Ordinance amending Chapter 2.08.010(b) Council compensation.
11. Consider resolution approving agreement with Impact 7G to assist in the application for funds for cleanup at Elkem Carbide property.
12. Consider resolution setting deposit fee for Victory Park restrooms.

13. Consider resolution awarding contract for grading plan preparation closed landfill.
14. Consider resolution awarding contract for topographic survey & preparation drawing for closed landfill.
15. Consider resolution approving Street Financing Report for Fiscal Year ending June 30, 2023.
16. Consider 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.
17. Consider resolution proposing disposal and transfer of real estate at 517 S. 7th Street interests of the City by sealed bid and authorizing public notice.
18. Consider resolution certifying a designated city officer to sign notice to redeem tax sale.
19. Consider resolution setting deposit fee for campground electricity.
20. Consider resolution approving construction of a storage building by the Keokuk Saddle Club on leased land at Joyce Park.
21. Consider resolution amending the sidewalk café' administrative guide to adjust barrier height.
22. Boards & Commissions:
23. Council Liaison Reports:
24. Staff Reports:
25. New Business:
26. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
September 21, 2023
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on September 21, 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, Roslyn Garcia, Shelley Oltmans, Dan Tillman, Roger Bryant, and Michael Greenwald were present. Steve Andrews and John Helenthal were absent. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Celeste El Anfaoui, Community Development Director Pam Broomhall, Water Pollution Control Manager Tom Wills, Chief of Police Zeth Baum, Bridge, Cemetery, Park, and Sanitation Manager Bob Weis.

MAYOR'S CORRESPONDENCE: Informed of local events. Law enforcement officers Mason Schau and Philip Dunlap were sworn into office.

CITIZEN'S REQUEST: Lori Walker, Union President for Steele Workers Local 444 at Henniges Automotive, informed of Games for Hunger food drive and requested to display a sign. Marty Fox expressed concerns regarding a property on Franklin Street.

Motion made by Garcia, second by Greenwald 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 7, 2023;
- Motion to pay bills and transfers listed in Register No.'s 5362-5364;

Mayor Mahoney opened the public hearing at 5:47 p.m. to review a proposed subdivision, a portion of 365 Carbide Lane formally known as Carbide First Addition. A public hearing notice was published in the Daily Gate City on September 13TH, 2023.

COMMENTS: Broomhall gave overview.

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. 297-2023:** "A RESOLUTION APPROVING PRELIMINARY PLAN CARBIDE FIRST ADDITION." (7) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Oltmans to approve the following proposed **RESOLUTION NO. 298-2023:** "A RESOLUTION APPROVING FINAL PLAT CARBIDE LAND FIRST ADDITION." (7) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Garcia to approve the following proposed **RESOLUTION NO. 299-2023:** "A RESOLUTION APPROVING PLAT OF SURVEY – AUDITOR'S PARCEL." (7) AYES, (0) NAYS. Motion carried.

Mayor Mahoney opened the public hearing at 5:50 p.m. to consider vacation of a 17'x158'-7" platted unimproved street in Kitzmann's 2nd subdivision and an adjacent 20'x158'-7" platted unimproved public right of way located between Walte Lane and Lofton Drive. A public hearing notice was published in the Daily Gate City on September 13TH, 2023.

COMMENTS: Broomhall gave overview.

No further comments were received, Mayor Mahoney closed the public hearing at 5:53 p.m.

Motion made by Oltmans, second by Garcia to approve the following proposed **RESOLUTION NO. 300-2023**: “ A RESOLUTION VACATING AND DISPOSING OF A PLATTED STREET IN KITZMANN 2ND SUBDIVISION, CITY OF KEOKUK, LEE COUNTY, IOWA.” (7) AYES, (0) NAYS. Motion carried.

Mayor Mahoney opened the public hearing at 5:54 p.m. to consider a permanent encroachment of a 10” x 24” stone wall with columns on the public sidewalk for Lucky’s Pub & Grub, 528 Blondeau Street. A public hearing notice was published in the Daily Gate City on September 13TH, 2023.

COMMENTS: Hal Hall from Lucky’s Pub & Grub gave overview of project and discussed with council.

Motion made by Oltmans, second by Greenwald to recess public hearing and continue at the October 5, 2023, council meeting.

Roll Call Vote: AYES – Oltmans, Bryant and Greenwald. NAYS – Crenshaw, Walker, Garcia, and Tillman. Absent – Helenthal and Andrews. Motion to approve recess failed 3-4.

No further comments were received, Mayor Mahoney closed the public hearing at 6:29 p.m.

Motion made by Garcia, second by Tillman to change the design criteria that columns fit the 36” criteria.

Roll Call Vote: AYES - Crenshaw, Walker, Garcia, and Tillman. NAYS - Oltmans, Bryant and Greenwald. Absent Helenthal and Andrews. Motion to approve design change approved 4-3. Motion carried.

Motion made by Garcia, second by Tillman to approve the following proposed **RESOLUTION NO. 301-2023**: “ A RESOLUTION GRANTING A PERMANENT ENCROACHMENT FOR A SEATING WALL AT LUCKY’S IRISH PUB, 528 BLONDEAU STREET.” (6) AYES, (1) NAY- Oltmans. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 302-2023**: “ A RESOLUTION AUTHORIZING DEMOLITION OF STRUCTURE AND APPROVAL OF CONTRACT WITH WYNN COMPANY FOR PROPERTY LOCATED AT 1209 FRANKLIN STREET.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Tillman to approve the following proposed **RESOLUTION NO. 303-2023**: “ A RESOLUTION APPROVING AGREEMENT WITH BLUE LINE SOLUTIONS. Council discussed contract. Greenwald made a friendly motion to approve the contract conditional on an amendment to the verbiage Exhibit C Section 2, Garcia and Tillman accepted the friendly motion. (7) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Garcia to start the speed penalty 11 MPH and over.

Roll Call Vote: AYES – Crenshaw, Walker, Garcia, Oltmans, Tillman and Bryant. NAYS – Greenwald. Absent: Helenthal and Andrews. (6) AYES, (1) NAY – Greenwald. Approved 6-1. Motion carried.

Motion made by Garcia, second by Oltmans to approve the following proposed **RESOLUTION NO. 304-2023**: “ A RESOLUTION APPROVING FIRST RIGHT TO REFUSAL AGREEMENT IN KINDUSTRY PARK WITH DECKER MANUFACTURING.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Walker to approve the following proposed **RESOLUTION NO. 305-2023**: “ A RESOLUTION SETTING A PUBLIC HEARING ON GRANTING OF EASEMENT FOR DECKER MANUFACTURING IN KINDUSTRY PARK.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Oltmans to approve the following proposed **RESOLUTION NO. 306-2023**: “ A RESOLUTION SETTING A PUBLIC HEARING FOR OCTOBER 5, 2023, FOR A PERMANENT ENCROACHMENT FOR ADA RAMP ON THE PUBLIC SIDEWALK ALONG THE 10TH STREET SIDE OF BUILDING AT 928 MAIN STREET FOR ALCOHOL & DRUG DEPENDENCY SERVICES OF SOUTHEAST IOWA.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Greenwald to approve he following proposed **RESOLUTION NO. 307-2023**: “ A RESOLUTION WAIVING PERMIT FEES FOR THE HOERNER YMCA.” (7) AYES, (0) NAYS. Motion carried.

BOARDS & COMMISSIONS: Final notification re-appointment for Mark Pfaffe and Thomas Dreasler to the Airport Commission, terms to expire 10/20/2029. Final notification re-appointment for Phil Dunek to the Board of Adjustment, term to expire 04/01/2028. Final notification re-appointment for Ray Bradley, Jr., Fred Seay, Jr., Sandy Seabold and Michael Price to the Human Rights Commission, terms to expire 09/19/2026. Second notification re-appointment for Steve Worster to the Joyce Park/Tumelty Commission, term to expire 10/01/2029. Final notification re-appointment for Brenda Best, Brent Haage and Jay Kruse to the Keokuk Housing Authority, terms to expire 09/05/2025. Motion made by Garcia, second by Greenwald to approve all the above. (7) AYES, (0) NAYS. Motion carried.

COUNCIL LIAISON REPORTS: Greenwald informed of event at Kilborne Park hosted by Keokuk Cultural and Entertainment District. Bryant commented on safety meeting and would like to see better attendance in the future.

STAFF REPORTS: Broomhall reported on building and zoning and the acoustics in council chambers; Baum updated on new director for LeeCom.

Motion made by Tillman, second by Walker to adjourn the meeting at 6:55 p.m.

CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Thursday, September 21, 2023
8:30AM

Meeting called to order at 8:31 am.

In Attendance: Shannon Masterson, Zeth Baum, John Reiter, Roger Bryant, Kathie Mahoney.

Masterson read the minutes from the August meeting.

Motion approved by Baum and second by Bryant.

OLD BUSINESS:

Follow up on items:

- Students are back at school and all employees that operate work vehicles need to be safe.
- Still waiting on hearing back from SCC for a schedule date for Slip, Trips and Falls for all administrative and clerical staff. Update: It will be sometime in the winter of 2024.
- We have an additional training course coming up on October 24th. It will be Forklift training. I will send out an email reminder to all department heads when it gets closer to the date.

NEW BUSINESS

This is a good time of the year to make sure all company vehicles are ready for winter. Have the wiper blades replaced, check tires and fluid levels.

Inspect your building smoke alarms, fire extinguishers and first aid kits at your facility.

Secure and cover outdoor equipment before freezing temperatures.

Anything to report on Ergonomics at SCC training? No

Monthly SCC Training.

September – Ergonomics

October – Lead & Asbestos (Additional course Forklift Class)

There was no new business to report.

There was no “near miss” item that needs attention.

There was no Company Nurse report.

Set the date of Thursday, October 26, 2023, for the next meeting.

The meeting adjourned at 8:37 am.

Respectfully submitted by Shannon Masterson.

**CASH RECEIPTS
AUGUST 2023**

General Fund	\$	492,633.02
Park Maint./Improv. Total	\$	2,019.00
Road Use Tax	\$	110,084.04
Employee Benefit Total	\$	8,161.26
Sales Tax - Human Development Total	\$	151,053.39
Economic Development Total	\$	100.00
Library Trust Total	\$	209.80
Capital Improv Project Total	\$	204.00
WPC Maint/Operation Total	\$	252,497.13
WPC Impr Reserve Total	\$	10.05
WPC Capital Total	\$	793,216.00
Solid Waste Total	\$	78,970.23
Municipal Bridge Total	\$	3,733.82
Internal Service Fund Total	\$	103,756.50
TOTAL	\$	1,996,648.24

TREASURER'S REPORT
CALENDAR 8/2023, FISCAL 2/2024

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	2,469,966.15	492,633.02	983,388.01	627.91	1,979,839.07
002	PARK MAINT/IMPROV	247,937.58	2,019.00	.00	.00	249,956.58
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,326,309.17	110,084.04	95,984.62	1,763.66-	1,338,644.93
112	EMPLOYEE BENEFIT	730,915.41	8,161.26	4,709.71	.00	734,366.96
119	EMER - TAX LEVY	216,512.27	.00	.00	.00	216,512.27
121	SALES TAX - HUMAN DEV	883,113.37	151,053.39	.00	.00	1,034,166.76
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	152,501.11-	.00	.00	.00	152,501.11-
160	ECONOMIC DEVELOPMENT	218,018.96	100.00	.00	.00	218,118.96
167	LIBRARY TRUST	101,267.41	209.80	.00	.00	101,477.21
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	869,959.12	.00	350.52	.00	869,608.60
200	DEBT SERVICE	8,151.55	.00	.00	.00	8,151.55
301	CAPITAL IMPROV PROJECTS	5,269,672.26	204.00	1,709.50	.00	5,268,166.76
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP EQUIP PURCHASES	481,157.66-	.00	13,789.78	.00	494,947.44-
304	CAPITAL PROJECT	27,843.26	.00	.00	.00	27,843.26
500	PERPETUAL CARE	509,070.29	.00	.00	.00	509,070.29
610	WPC MAINT/OPERATION	1,312,400.76	252,497.13	275,992.83	1,591.26	1,290,496.32
611	WPC IMPR RESERVE	1,771,397.02	10.05	550,868.00	.00	1,220,539.07
612	SEWER MAINT EQUIP REPL	577,527.69-	.00	.00	.00	577,527.69-
613	WAT POL CONTR CAP	.00	793,216.00	.00	.00	793,216.00
614	SEWER IMPROV RESERVE	42,767.80	.00	128.62	.00	42,639.18
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	207,640.80	78,970.23	72,707.87	.39-	213,902.77
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,133,549.26	3,733.82	26,614.83	595.12	2,111,263.37
810	INTERNAL SERVICE FUND	22,923.42-	103,756.50	63,436.74	.00	17,396.34
Report Total		18,374,211.72	1,996,648.24	2,089,681.03	1,050.24	18,282,229.17

RESOLUTION NO.

**A RESOLUTION APPROVING CLASS C RETAIL ALCOHOL LICENSE WITH
OUTDOOR SERVICE OFF PREMISE LIQUOR LICENSE FOR LUCKY'S
IRISH PUB & GRUB, OCTOBER 13-14, 2023, SPECIAL EVENT, 2ND ANNUAL
FALL FLING**

WHEREAS, Application has been made by Elle Inc. of Keokuk for a Class C Retail Alcohol License with Outdoor Service for Lucky's Irish Pub & Grub, 528 Blondeau 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, Elle Inc. of Keokuk 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 with Outdoor Service off premise for Lucky's Irish Pub & Grub, 528 Blondeau Street, effective October 13-14, 2023, Special Event – 2nd Annual Fall Fling be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 5th day of October 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K.A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS F RETAIL ALCOHOL LICENSE FOR
SOUTHSIDE BOAT CLUB, 625 MISSISSIPPI RIVER DRIVE**

WHEREAS, Application has been made by Southside Boat Club, for a Class F Retail Alcohol License with Outdoor Service for Southside Boat Club, 625 Mississippi River Drive; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Southside Boat Club 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 F Retail Alcohol License with Outdoor Service for Southside Boat Club, 625 Mississippi River Drive, effective October 31, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 5th day of October 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

Make It Yours KEOKUK I O W A

SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

Some permits for events may require additional time for approval.

(For example: Parades requiring use of a state highway)

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

1. APPLICANT INFORMATION

Applicant: Hal Hall

Name/Event: Lucky's

Coordinator: JAN Conover, Hal Hall - Marc Johnson

Mailing Address: 528 Blondeau

Daytime Phone #: 319-524-1135 Evening Phone #: 217-440-9588

Email Address: M. Johnson @ Cardinal Care corp. com.

2. EVENT INFORMATION

Type of Event:

Band on street called 2nd annual fall fling

Days/Dates of Event:

Oct. 13, 2023

Time(s) of Event: (Include Set Up/Tear Down Time)

Oct. 13, 2023

9^{PM} - 11³⁰ OR 2:00 AM

Event Location:

528 Blondeau Street + 6th

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

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

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

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

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

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

5. **SOUND SYSTEMS**

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

Duration of event: 10-13-23

Please indicate if the following will be used:

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

6. **SANITATION**

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

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

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

Contact Person: Hal Hall Address: 528 Blondeau Street

Daytime Phone: 319-524-6809 / 217-430-5051 Evening Phone: 217-440-9588

7. **SECURITY**

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

What type of security will be provided?

2 Number of Off-Duty Police Officers

Names:

8. **INSURANCE**

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

☒ Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

9. **AGREEMENT**

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

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


Applicant/Sponsor Signature

9/19/23
Date

DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

Recommended Conditions: _____

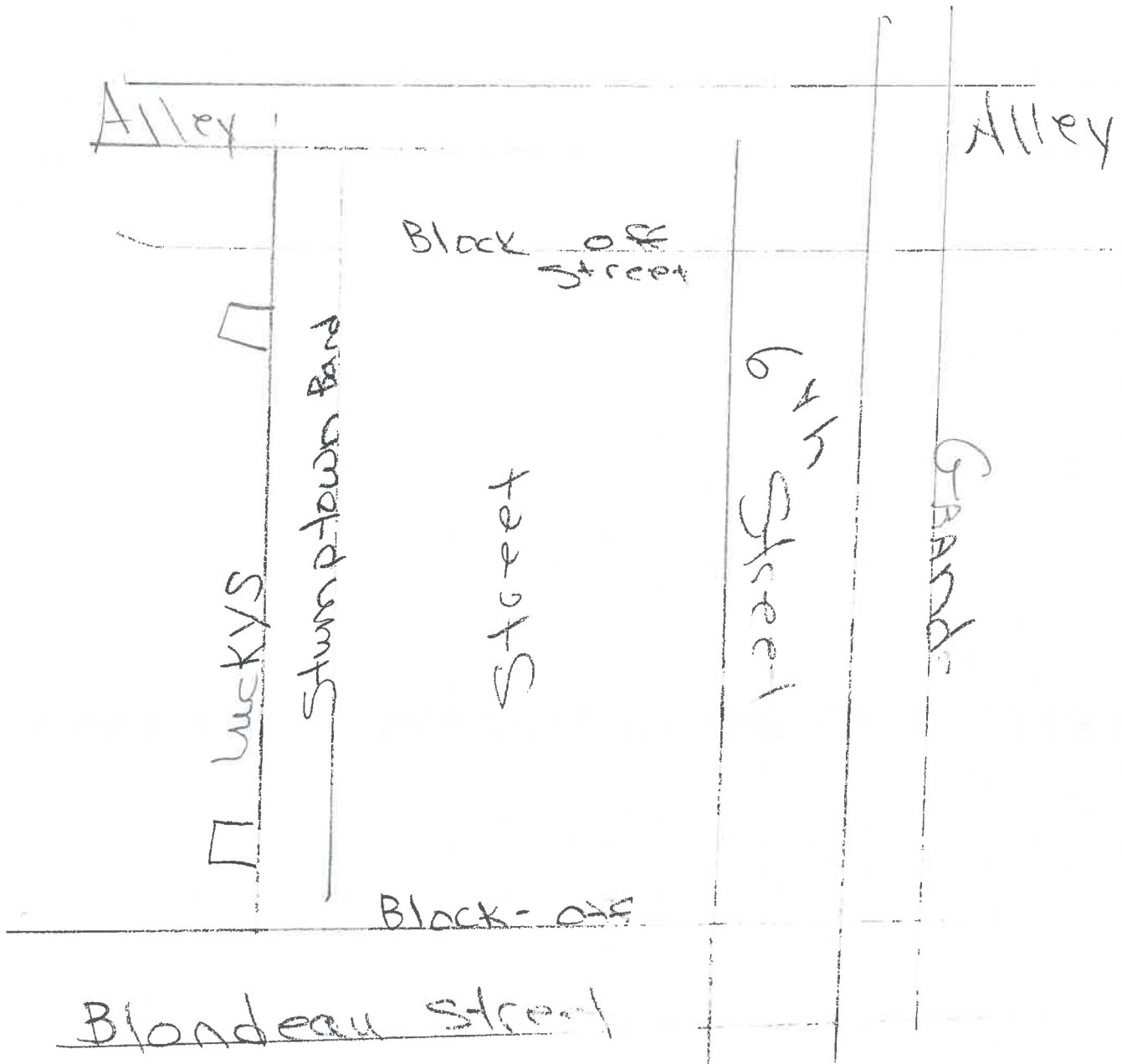
CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature Date Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____

Please Draw a Map of Event Area or Attach a Drawing to the Application





SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

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

1. APPLICANT INFORMATION

Applicant: Hoerner YMCA
Name/Event: Y Run
Coordinator: Matt Smidt
Mailing Address: 2126 Plank Rd
Daytime Phone #: 524-6724 Evening Phone #: 319-520-5669
Email Address: hoernerymcaceo@gmail.com

2. EVENT INFORMATION

Type of Event: Fun run

Days/Dates of Event: Sat., Oct. 28

Time(s) of Event: (Include Set Up/Tear Down Time)
9 am - 11:30

Event Location: In front of Y, close to Middle Rd by h.s., Rand Park roads

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

3. REQUEST INFORMATION (Check All Applicable Lines)

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

☐ Temporarily park in a "No Parking" area (specify location :)

☒ Temporarily close a street for a block party (specify street :) *Middle Rd. in front of high school, Rand Park roads*

☐ Temporarily install structure in street right-of-way

☐ Permanently install structure in street right-of-way

☐ Use of City Park (specify park :)

☐ Parade (attach map of route and indicate streets to be closed)

☐ Walk/Run (attach map of route and indicate streets to be closed)

☐ Banner (specify location :)

☐ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

☐ Fireworks (specify location :)

☐ Other (please specify :)

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

☒ Street barricades

☐ Emergency "No Parking" Signs

☐ Other (please specify :)

7 by high school, leave @ the Y

5. SOUND SYSTEMS

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

Duration of event: *2.5 hrs*

Please indicate if the following will be used:

☒ Amplified Sound/Speaker System

☐ Public Address System

☒ Recorded Music

☐ Live Music

6. **SANITATION**

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

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

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

Contact Person: Mark Smidt Address: Hoerner Y

Daytime Phone: _____ Evening Phone: 319-520-5669

7. **SECURITY**

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

____ Number of Off-Duty Police Officers

Names:

8. **INSURANCE**

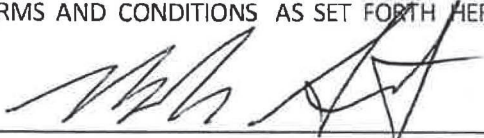
Applicant shall obtain and maintain a general liability insurance policy naming the City of Keokuk as additional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an **event on public property**. For events requiring an **alcohol license**, the minimum amount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

____ Certificate of Insurance provided and accepted ____ Certificate of Insurance not required

9. **AGREEMENT**

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

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



Applicant/Sponsor Signature

9-20-23

Date

DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____

Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____

Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____

Date: _____

Recommended Conditions: _____

OTHER

Signature: _____

Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature

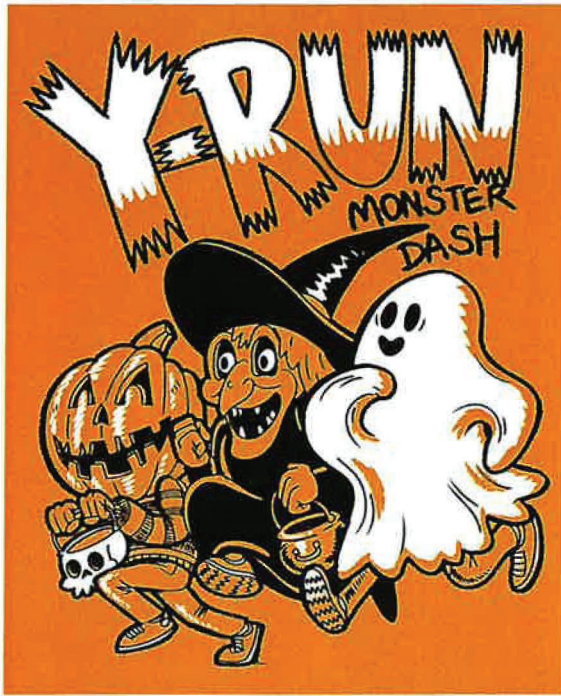
Date

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____

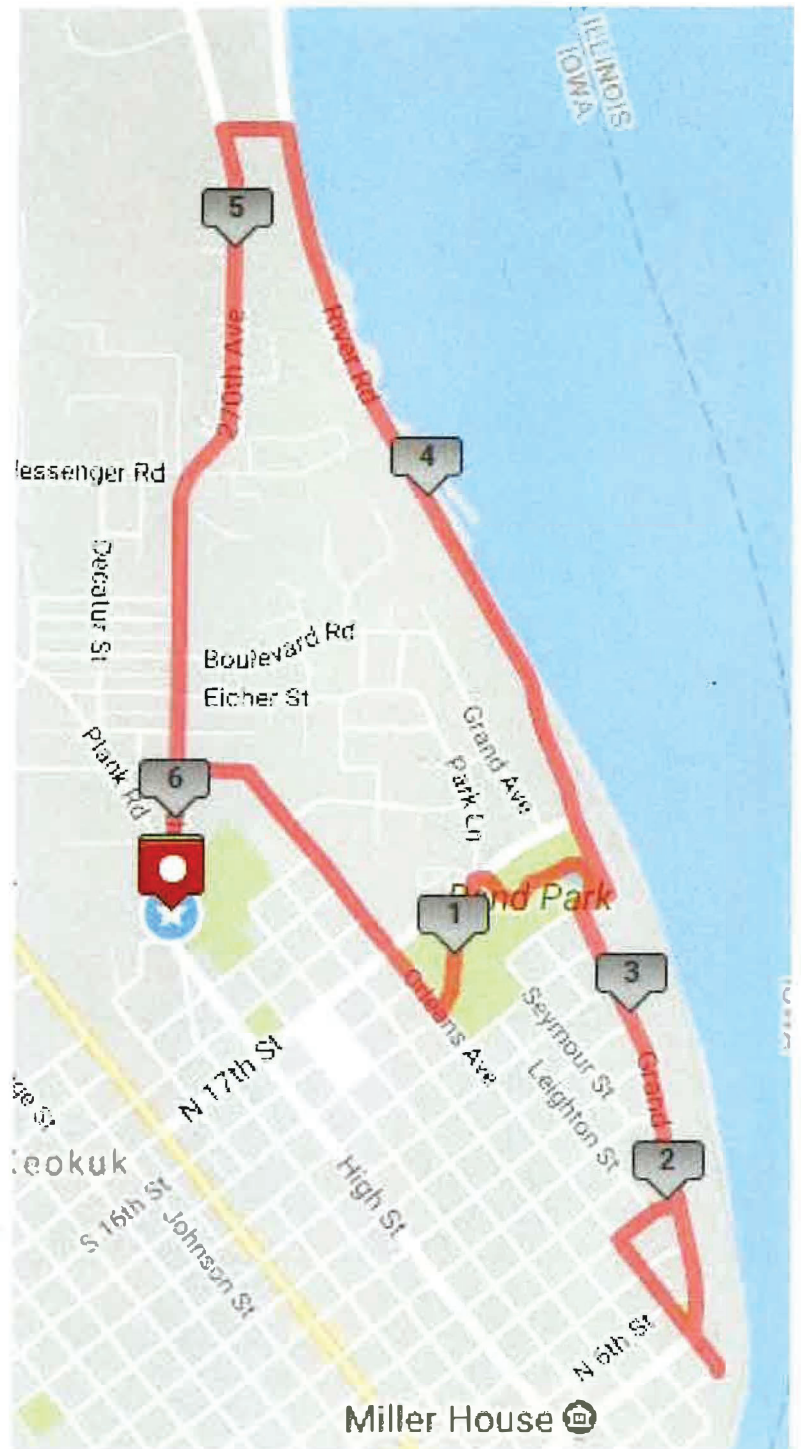


Saturday, Oct. 28, 2023
9 am start

10k route

Starts and ends outside the Y.

From the Y, loop around the high school, down Orleans to Rand Park, through Rand Park to Grand, down Grand to 8th, 8th to Orleans, to the end of Park Avenue, back to the edge of Rand Park via Grand, River Road to Athens, Middle Road back to the Y.



Register
at the Y
or at hoernerymca.org



HOERNER YMCA

2126 Plank Rd., Keokuk
 (319) 524-6724





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2023

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

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

PRODUCER LJ Insurance, Inc. 515 Main Street Keokuk IA 52632		CONTACT NAME: Jonna Schneider PHONE (A/C, No, Ext): (319) 372-2055 FAX (A/C, No): (319) 250-0913 E-MAIL: jonnas@lj-insurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Specialty Insurance NAIC # INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Hoerner YMCA of Keokuk, Inc. 2126 Plank Road Keokuk IA 52632			

COVERAGES **CERTIFICATE NUMBER:** CL237511444 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		0755527 16	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000		
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000		
	MED EXP (Any one person)						\$ 2,000		
	PERSONAL & ADV INJURY						\$ 1,000,000		
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0755527 16	08/01/2023	08/01/2024	GENERAL AGGREGATE \$ 2,000,000		
	PRODUCTS - COMP/OP AGG						\$ 2,000,000		
	Employee Benefits						\$ 1,000,000		
	COMBINED SINGLE LIMIT (Ea accident)						\$ 1,000,000		
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident)	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	A008184 09	08/01/2023	08/01/2024	PROPERTY DAMAGE (Per accident)	\$	
	Hired Comprehensive						\$		
	PER STATUTE						OTH-ER	E L EACH ACCIDENT	\$ 1,000,000
	E L DISEASE - EA EMPLOYEE						\$ 1,000,000		
							E L DISEASE - POLICY LIMIT	\$ 1,000,000	

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

YMCA Fun Run

CERTIFICATE HOLDER**CANCELLATION**

City of Keokuk P.O. Box 400 Keokuk IA 52632	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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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 5, 2023.

REGISTER NO. 5365

ALTORFER INC.	PARTS	\$	296.72
BEARING HEADQUARTERS CO.	PARTS	\$	113.59
HARTRICK'S LUMBER	SUPPLIES	\$	509.55
RIVER CITY PARTS, INC.	PARTS	\$	22.50
ACCESS SYSTEMS	LIBRARY MAINTENANCE AGREEMENT	\$	261.22
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$	93.24
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$	5,635.25
KOKX-AM	ADVERTISING	\$	500.00
TASKE FORCE, INC.	TEMPORARY HELP	\$	8,902.25
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$	249.24
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$	2,102.91
ALLIANT	ELECTRIC BILL	\$	20,838.57
PETTY CASH-KEOKUK LIBRARY	LIBRARY PETTY CASH REFILL	\$	60.00
THE CARDBOARD BOX	UPS CHARGES	\$	347.90
HACH COMPANY	WPC LAB SUPPLIES	\$	65.08
CENTURY LINK	SERVICE	\$	212.70
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$	524.47
TRUCK REPAIR, INC	PARTS	\$	27.51
SHOEMAKER & HAALAND	ENGINEERING SERVICES	\$	9,595.82
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	\$	1,160.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$	117.22
KEOKUK CONTRACTORS, INC	LABOR/MATERIALS BRIDGE SHOP	\$	2,263.00
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$	700.00
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$	825.00
ENDERLE HEATING & A/C COMPANY	LABOR/MATERIALS @ LIBRARY	\$	7,721.63
IOWA DIVISION OF LABOR SERVICE	LIBRARY BOILER INSPECTION	\$	40.00
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$	650.94
YOUNGGREN SHOES	WORK BOOTS	\$	107.99
KNAPHEIDE TRUCK EQ CENTER	PARTS	\$	247.54
NIEMANN FOODS, INC./ACE	SUPPLIES	\$	328.35
U.S. CELLULAR	CELL PHONE SERVICE	\$	542.14
TERMINAL SUPPLY CO.	PARTS/FREIGHT	\$	414.59
LABOR DAY MEDIA FUND	LABOR DAY AD	\$	150.00
USA BLUE BOOK	WPC SUPPLIES	\$	2,037.72
FRANK MILLARD & CO., INC.	LIBRARY ROOF JOB	\$	2,900.50
AUTOZONE	PARTS/SUPPLIES	\$	9.90
DOUBLE A" GLASS L.L.C. "	LABOR/INSTALL @ AIRPORT	\$	1,400.00
FAMILY DISCOUNT FURNITURE	FIRE DEPARTMENT FURNITURE	\$	1,099.98
CAPITAL ONE	LIBRARY SUPPLIES	\$	135.54
DISCOUNT TIRE & SERVICE	TIRES	\$	1,019.92
SCHIMBERG CO.	SEWER SUPPLIES/PARTS	\$	499.04

REGISTER NO. 5366

MEDIACOM	SERVICE	\$ 474.45
GRAINGER	WPC SUPPLIES/MATERIALS	\$ 178.20
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$ 22.48
QC ANALYTICAL SERVICES, LLC	WPC BIOSOLIDS	\$ 455.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$ 225,529.59
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING	\$ 140.00
BRETT DAVIS	CLOTHING REIMBURSEMENT	\$ 295.71
CARD SERVICES	LIBRARY SUPPLIES	\$ 191.07
MACQUEEN EQUIPMENT, INC.	PARTS/MATERIALS/FREIGHT	\$ 4,062.44
INTERSTATE BATTERIES OF	BATTERIES	\$ 20.00
VERIZON WIRELESS	FIRE DEPT CELL PHONE SERVICE	\$ 160.96
DANSCO CONTRACTING	LABOR/MATERIAL BRIDGE SHOP	\$ 14,500.00
WINDSTREAM	SERVICE	\$ 484.12
RELIANT FIRE APPARATUS, INC.	FIRE DEPT SUPPLIES/MATERIALS	\$ 294.62
DARKSIDE TINT & GRAPHIX	DECALS	\$ 80.00
THERMO FISHER SCIENTIFIC	PARTS/FREIGHT	\$ 282.85
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 127.74
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$ 452.25
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 157.50
CELESTE EL ANFAOUI	MILEAGE REIMBURSEMENT	\$ 34.06
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 391.89
MIDWEST VETERINARY SUPPLY, INC	KEOKUK ANIMAL SERVICES SUPPLY	\$ 152.87
COMMERCIAL CONTRACTING	LABOR/MATERIALS TRAFFIC LIGHTS	\$ 47,710.00
BRIGHTLY SOFTWARE, INC.	UTILITY BILL SERVICES	\$ 924.00
NORTHERN TOOL & EQUIPMENT	NORTHERN TOOL RENEWAL	\$ 39.99
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 126.00
JOHNSON CONTROLS	SERVICE CALL SEIDC	\$ 2,095.60
IOWA PUMP WORKS, INC.	WPC PARTS/MATERIALS/FREIGHT	\$ 9,426.21
MARTIN EQUIPMENT	SERVICE CALL/REPAIRS	\$ 3,144.24
DEMCO SOFTWARE	LIBRARY SUPPLIES/MATERIALS	\$ 887.60
STEVE DRAY	MEAL REIMBURSEMENTS	\$ 13.89
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
QUARTIX INC.	CREDIT MEMO	\$ (579.42)
CARL'S LOCKS & KEYS	SERVICE CALL/LABOR	\$ 475.65
NEWBERRY LANDSCAPING LLC	MOW VARIOUS PROPERTIES	\$ 1,705.00
CARRIE MILLER	PORTABLE TOILET RENTAL	\$ 1,050.00
WALZ LABEL AND MAILING SYSTEMS	POSTAGE ENVELOPES	\$ 104.47
TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$ 2,820.00
POWER SERVICES COMPANY LLC	LIFT STATION SERVICE CALL	\$ 2,066.10
SCOTT'S ULTRA CLEAN LLC	LIBRARY JANITORIAL	\$ 1,375.00
QUINCY AXE COMPANY	FRIHT NIGHT	\$ 900.00
ASHLEY CUSTER	CLOTHING REIMBURSEMENT	\$ 297.86
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$ 306.00
ALISA JONES	CLOTHING REIMBURSEMENT	\$ 300.00
NATIONAL INDUSTRIAL & SAFETY	WPC SUPPLIES	\$ 219.80

REGISTER NO. 5367

MANCOUNTRY	HOTEL/MOTEL SUPPORT	\$ 1,500.00
GOVERNMENT EXECUTIVE MEDIA	ICMA LEADERSHIP ACADEMY	\$ 1,995.00
FULL MOON FARMS	PETTY ZOO FRIGHT FEST	\$ 900.00
		\$ 403,620.31



COUNCIL ACTION FORM

Date: October 5, 2023

Presented By: O'Donnell

Subject: Granting of Easement Agenda Item: _____

Description:

Decker Manufacturing is purchasing a lot in Kindustry Park Kindusrty from KEDC. The City owns a lot directly adjacent to the lot being purchased that has access to Kindustry Road. Decker is requesting an easement across the lot for access to the rear of the building they intend to construct. A draft copy of the easement is attached with a slightly revised agreement to be forwarded as soon as it is finalized.

Prior to any action, a public hearing must be held.

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:

--

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

RESOLUTION APPROVING EASEMENT AGREEMENT

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

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

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

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA approves an Easement Agreement with Decker, MFG, a copy of which is attached hereto.

PASSED, APPROVED, AND ADOPTED 5th day of October 2023.

K.A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

EASEMENT AGREEMENT

This easement agreement ("Agreement") is entered into on the 5th day of October, 2023, by and between the City of Keokuk, Iowa, Grantor, hereafter referred to as "Grantor" and Decker Manufacturing Company, hereafter referred to as "Grantee" collectively referred to as the "Parties". The parties do hereby agree as follows:

1. The Grantor is the owner of certain real property (the "Property") situated in the City of Keokuk, Lee County, State of Iowa, Parcel No. 044521221770040, and more particularly described in Exhibit A.

2. Grantee is the owner of certain real property (the "Property") situated in the City of Keokuk, Lee County, State of Iowa, Parcel No. 044521221520060, and more particularly described in Exhibit B.

3. Grantor does hereby grant and convey unto Grantee a perpetual, non-exclusive easement (the "Easement") to construct, repair, replace, rework, and maintain a driveway over the real estate described in Exhibit A, the location and dimensions of which are set out in Exhibit C. This Easement is granted in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

4. Grantor warrants there are no tenants or other lien holders or parties with an equitable interest in or on the premises.

5. Possession for easement purposes shall begin upon signing of this document.

6. The easement granted in this Agreement shall be for so long as the Grantee, or its assigns, utilizes the easement area for the purposes described in paragraph 3.

7. The Grantee covenants that following the construction of the driveway improvements, it will maintain the driveway at its costs.

8. The Grantor shall have and retain all rights to the use and occupation of said real estate, except as herein expressly granted and provided; and such use and occupation by the Grantor shall not unnecessarily interfere with any construction or maintenance work performed under this Grant of Perpetual Right and Easement.

9. The Grantor covenants and agrees that the Grantor will not in any manner disturb, damage, destroy, injure, or obstruct any improvements made by Grantee on the Easement Property, or any part thereof, and will not obstruct or interfere with said Grantee, its employees, agents, contractors or subcontractors, in the exercise of any rights, privileges, or authorities hereby given and granted.

10. Grantee shall not permit any lien to accrue or become established against the Easement Property or any improvements thereon for any labor or materials in connection with work performed on the Easement Property at the direction or sufferance of the Grantee. Grantee shall be solely responsible for maintaining, cleaning, inspecting, and repairing the driveway described in paragraph 3.

11. This Agreement, a Perpetual Right and Easement, shall run with the land and be binding not only upon Grantor, but also upon Grantor's successors, assigns, heirs, devisees, lessees, and all other successors in interest to the Easement Property or any portion thereof and shall continue as a servitude running in perpetuity with the land and shall continue and survive subsequent to the lifetime

of Grantor. All rights herein granted to Grantee shall run for the benefit of and may be exercised by Grantee's successors, assigns, heirs, devisees, lessees and duly authorized officers, representatives and agents.

12. This Agreement, including any interest in this Agreement, shall not be assigned without the prior written consent of the other party.

13. Grantee shall hold Grantor free, harmless, and indemnified from liability, claims, loss, demands, lawsuits, causes of actions, penalties, fines, attorney's fees, and liens arising from any work, operations, or activity performed or allowed by Grantee, pursuant to this GRANT OF PERPETUAL RIGHT AND EASEMENT.

FOR THE GRANTOR:

Dated this 5th day of October, 2023

CITY OF KEOKUK, IOWA

By: _____
Kathie Mahoney, Mayor of the
City of Keokuk, Iowa
(Grantor)

(Seal of the City)

STATE OF IOWA)
COUNTY OF LEE)ss.

On this day of _____, 2023 before me, a Notary Public, in and for said county, personally appeared Kathie Mahoney, to me personally known, who being by me duly sworn did say that that person is Mayor of the City of Keokuk, and that said instrument was signed on behalf of the said City acting with the appropriate authority, and the above named officer, Kathie Mahoney acknowledged the execution of said instrument to be the voluntary act and deed of said City of Keokuk, by it voluntarily executed.

Notary Public

FOR THE GRANTEE:

Dated this ____ day of _____, 2023

DECKER MANUFACTURING, INC.

By: _____
_____, Pres.

STATE OF IOWA,)
COUNTY OF LEE) ss.

On this _____ day of _____, 2023, before me, a Notary Public, in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that that person is an authorized officer of Decker Manufacturing Company, and that said instrument was signed on behalf of the said Corporation acting with the appropriate authority, and the above-named officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it voluntarily executed.

Notary Public

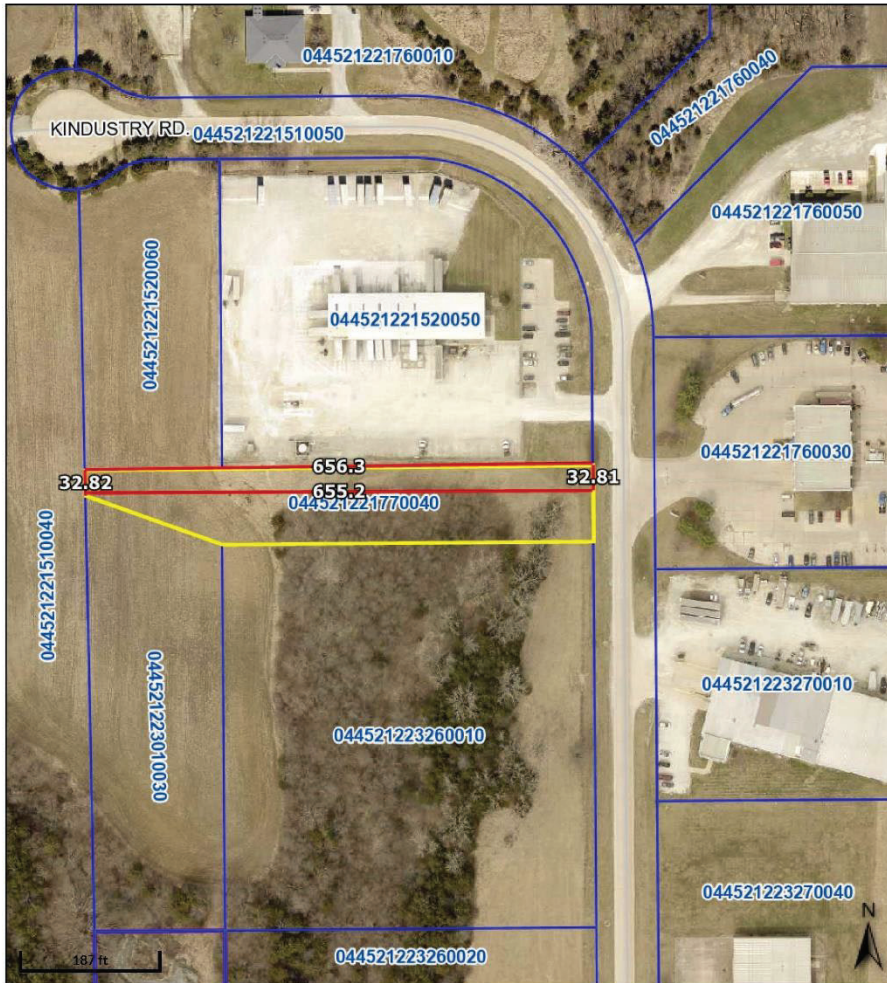
EXHIBIT A

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

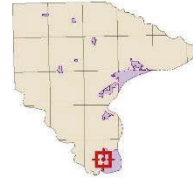
EXHIBIT B

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

EXHIBIT C



Overview



Legend

- Corporate Limits
- Geographic Townships
- Parcels
- Named Roads

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

Developed by Schneider
GEOSPATIAL



COUNCIL ACTION FORM

Date: September 29, 2023

Presented By: Broomhall

Subject: Public hearing for permanent encroachment Agenda Item: 8a&b

Description:

Alcohol & Drug Dependency of Southeast Iowa, 928 Main Street has requested a permanent encroachment to construct an ADA ramp along the 10th Street side of their building. The proposal is for a wooden ramp measuring 4' x 20' with a 4' x 4' landing. The sidewalk width measures 9.5', so the ramp would not encroach into the minimum 5' pedestrian travel area.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Set public hearing

Date _____

September 21, 2023

Recommendation:

Approve encroachment

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION GRANTING A PERMANENT ENCROACHMENT FOR AN
ADA RAMP FOR ALCOHOL & DRUG DEPENDENCY SERVICES OF SE
IOWA, 928 MAIN STREET**

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

THAT, the Keokuk City Council has reviewed a request for a permanent encroachment from Alcohol & Drug Dependency Services of Southeast Iowa to construct an ADA ramp measuring 20' x 4' with a 4' x 4' landing located along the north side of the building at 928 Main Street.

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

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

WHEREAS, the permanent encroachment request is hereby approved per submitted plans. The proposed project will not interfere with the required 5' clear pedestrian travel space, the structure will be maintained in a safe manner & building owner will provide required insurance certificate/special endorsement releasing the City of Keokuk, its elected officials, officers, and employees from liability. If plans are altered, the amendment shall be reviewed by the City Council for approval.

Passed & Approved this 5th day of October 2023.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



ENCROACHMENT PERMIT APPLICATION

City Hall

501 Main Street

Planning & Zoning

319-524-2050 Ext. 2209

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

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

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

1) GENERAL INFORMATION

Address/Location of Encroachment

928 Main St / West side of bldg

Name of Applicant:

Alcohol + Drug Dependency Services

Address:

928 Main St

Phone:

319 524 4397

Signature of Applicant:

Jenna Jones

Date:

9.12.23

Name of Property Owner:

ADDS

Phone:

319 753 4567

Signature of Property Owner:

[Signature]

Date:

9/14/23

Type of Permit Requested:

PERMANENT

TEMPORARY

VERTICAL

Length of Time Requested for Permit:

permanent

2) ENCROACHMENT INFORMATION

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

we request permission to build a ramp outside of our second exit which is along the west side of our building. we request for to safety reasons for ADA compliance. if the 1 door w/o stairs is blocked due to a safety concern - anyone requiring a ramp out the 2nd exit would not be able to leave the building. Examples of safety risks/hazards would be fire, active shooter, etc.

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

SUBMITTAL INFORMATION

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

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

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

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

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

[Signature]
Signature of Applicant

9/14/23
Date

DEVELOPMENT DEPARTMENT REVIEW

Conditions or explanation: _____

Community Development Director

Date

Public Works

Date

• TEMPORARY / VERTICAL ENCROACHMENT APPROVAL:

APPROVED ☐

DENIED ☐

Authorized Signature Date

OFFICE USE ONLY

Permit Type: _____

Fee: \$ _____

Dates Allowed: _____

Paid: _____

Zoning District: _____

Historic District: _____

Distance: 24.2 Feet

A scale bar with two segments. The top segment is labeled "10 ft" and the bottom segment is labeled "5 m".







COUNCIL ACTION FORM

Date: September 29, 2023

Presented By: Broomhall

Subject: Hold public hearing & consider disposing of property Agenda Item: 17

Description:

One bid was received for 604 Grand Avenue, no bids were received for 1108 Franklin.

Peggy Jahani/Marcus Allen, Roseville, CA submitted a bid for \$1000.00 indicating on the bid sheet that a house would be constructed. Examples of housing types were submitted in an earlier e-mail.

I have asked Ms. Jahani to provide information of her ties to Keokuk, if she intends to move to Keokuk, the time frame construction of a house would be completed and if she is available by phone for the public hearing to answer council questions.

If the proposals is satisfactory, a development agreement will be prepared indicating City's expectation and a claw back clause for the property to revert back to the City if plans do not proceed as per the agreement.

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

Resolution to set public hearing

Date

September 9, 2023

Recommendation:

Hold public hearing and dispose of property.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

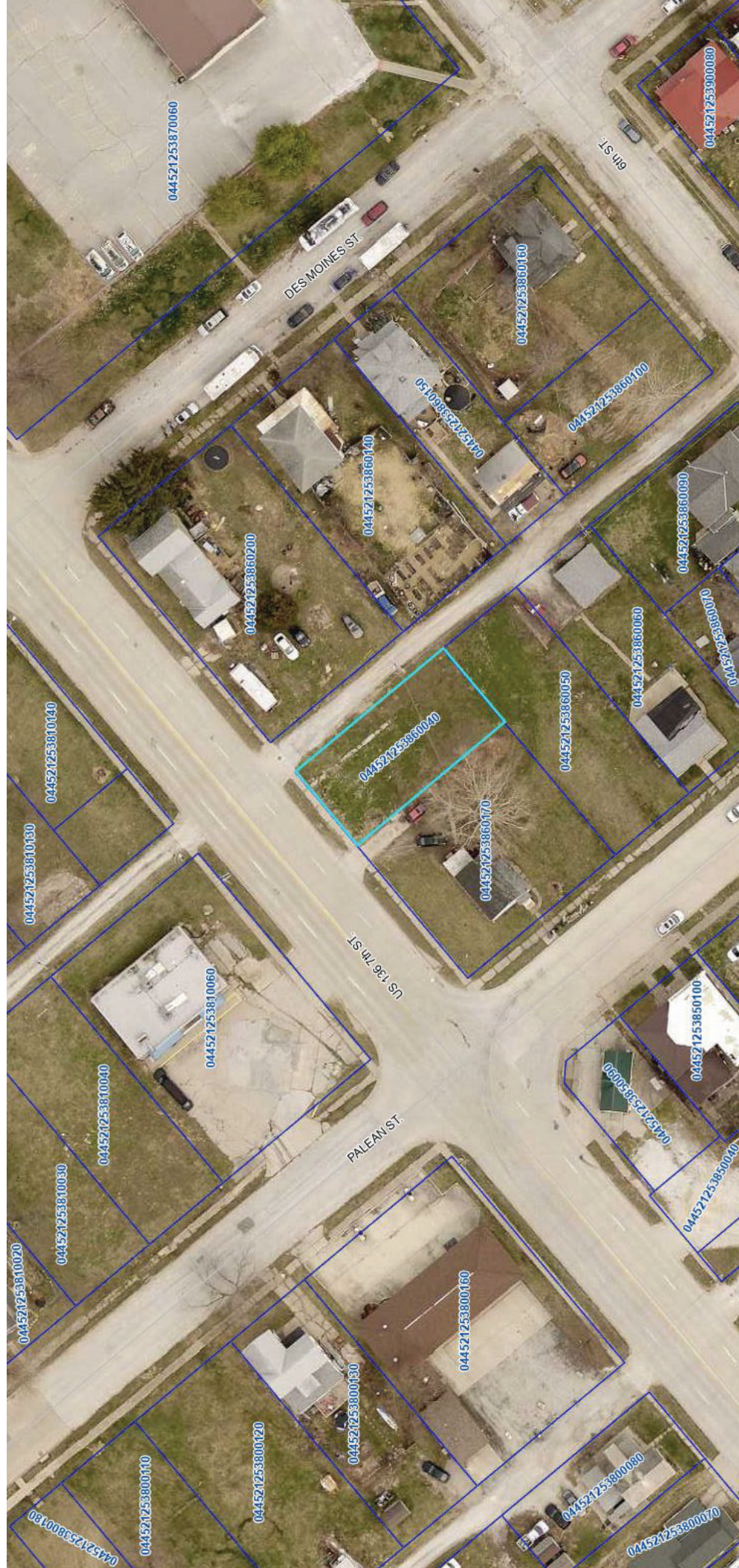
Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]



RESOLUTION NO. _____

**A RESOLUTION DISPOSING OF MUNICIPALLY OWNED REAL PROPERTY
LOCATED AT 604 GRAND AVENUE BY THE CITY OF KEOKUK, IOWA**

WHEREAS, Section 364.7, 403.12, and 362.3 of the Code of Iowa sets for the manner in which the City of Keokuk may dispose of an interest in real property; and

WHEREAS, The City of Keokuk is the present owner of certain real property to wit:

The Property Commonly known as 604 Grand Avenue, Keokuk, Lee County, Iowa:
Lot1 & SE ½ of lot 2, Block 3, Masons Upper Addition

WHEREAS, a public notice was published in the Daily Gate City on September 13, 2023, seeking bids for said property; and

WHEREAS, one (1) bid was received from Peggy Janani/Marcus Allen, 301 Yorktown St. Roseville, CA 95747 for the amount of one thousand dollars (\$1,000.00), stating that the intended use of the property is to build a house.

WHEREAS, a hearings was held on the October 5th, 2023, after required notice for the bid and purchase proposal of the real property pursuant to Section 364.7 of the Code of Iowa; and

WHEREAS, The City has reviewed the proposal submitted by Peggy Janani/Marcus Allen and believes the proposed development interest to be fair and appropriate; and

WHEREAS, The City Council of the City of Keokuk hereby determines that it to be in the best interest to sell the Property to Peggy Janan/Marus Allen, 301 Yorktown St, Roseville, CA 95747 subject to terms, conditions, consideration, and upon the satisfaction of contingencies set forth this will includes all cost incurred by the City to facilitate the sale including but not limited to attorney, publication and recording fees; and

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

THAT the Mayor and Clerk are hereby authorized and directed to execute a Quit Claim Deed and to take such further steps as may be necessary to facilitate the conveyance of the Property as afore described.

Passed & Approved this 5th day of October 2023.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



City of Keokuk

BID FOR CITY-OWNED PROPERTY

If interested in acquiring property from the City, complete the following application and return to the Community Development Department. Bid consideration goes to the City Council for final approval. Contact the Development Department for additional questions on the process of property sale.

BIDDER INFORMATION

Name: PEGGY TAHANI / Marcus ALLEN Phone: 916-595-5686
Address: 301 Yorktown Ct. Roseville, CA 95747
Email: peg_tahani@hotmail.com
Address / Location of City-Owned Property: 604 Grand Ave.
Keokuk, IA 52632
Intended Use of the Property: build a house vs. Pre-Fab
home - not trailer

Example: Construct new home, accessory building, business, parking, increase lot size (combining with adjacent lot), etc.

All adjacent lots shall be combined as required within thirty (30) days of sale with the County Assessor's Office. Property transfer shall be by Quit Claim Deed. Purchaser shall maintain the property free of nuisances.

Preparation of the Quit Claim Deed and filing fees are in addition to bid amount. Full payment shall be made within thirty (30) days of sale.

I understand the conditions and process for purchase of City property and that this sale must be approved by the City Council at a public hearing. Consideration of a bid is based on the intended use of the property and the amount of the bid. Payment shall occur prior to transfer of the deed. My current bid for the above-described property is as follows:

BID AMOUNT: \$ 1,000.00

Minimum bid may apply

Signed: Peggy Tahani / Jay

Bidder



7:14 AM Sun Aug 13

dreamhomesource.com

619 Morgan St, Keokuk, IA 52632 | realtor.com®

Craftsman Style House Plan - 3 Beds 3 Baths 1375 Sq/Ft Plan #72-912 - Dreamhom...

SEARCH STYLE SIZES INTERIOR EXTERIOR REGIONAL SPECIAL DESIGNERS BLOG **ON SALE**

PLAN 72-912

in low suite

Photographs may show modified designs.

Select Plan Set Options
What's included?
PDF Set - \$831.60
Slab - +\$0.00

PLAN 72-912
Home > Style > Craftsman House Plans
KEY SPECS

[Learn More](#)

7:04 AM Sun Aug 13

dreamhomesource.com

100%

DREAM HOME SOURCE

Call us at 1-800-447-0027

Lookup plan # Go

SEARCH STYLE SIZES INTERIOR EXTERIOR REGIONAL SPECIAL DESIGNERS BLOG ON SALE

10% OFF THIS PLAN TODAY

PLAN 72-1014



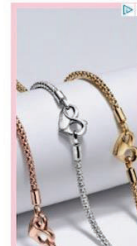
Photographs may show modified designs.

Select Plan Set Options

What's included?

PLAN 72-1014

Home > Style > Ranch House Plans



7:20 AM Sun Aug 13

dreamhomesource.com

100%

SEARCH STYLE SIZES INTERIOR EXTERIOR REGIONAL SPECIAL DESIGNERS BLOG ON SALE

10% OFF THIS PLAN TODAY

PLAN 1-1018



Photographs may show modified designs.

Select Plan Set Options

What's included?

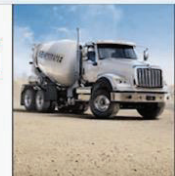
PDF Set - \$950.40

Slab - +\$0.00

PLAN 1-1018

Home > Style > Adobe / Southwestern House Plans

KEY SPECS





COUNCIL ACTION FORM

Date: October 5, 2023

Presented By: O'Donnell

Subject: Amending 2.08.010(b) Council Pay Agenda Item: _____

Description:

Council Member Bryant has requested the Council consider amending Chapter 2.08.010(b) City Council Compensation. The propose change is an increase of \$50/month or \$600 annually. This would increase the annual compensation from \$2,400 to \$3,000. The change would not be come effective until January 1, 2024, after the general election in November. The last increase was passed in 2017 and effective January 1, 2018.

State code specifies that ordinances changing compensation for elected officials cannot be passed in November or December of an election year. For the ordinance to be valid, if adopted, there will need to be a a successful motion to waive at least one of the next two readings.

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:

This is a policy decision. Staff offers no recommendation other than if the Council desires to pass this ordinance that at least one of the second or third readings be waived.

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 2.08.010(b) OF CHAPTER 2.08 –
DEPARTMENTAL REGULATIONS**

WHEREAS, Keokuk Municipal Code Section **2.08.010(b)** provides that each member of the City Council shall receive an annual Salary of \$2,400.00; and

WHEREAS, the City Council finds that a more appropriate annual salary for each member of the City Council is \$3,000.00 annually,

WHEREAS, the City Council of the City of Keokuk finds that the increase in annual salary for each member of the City Council to \$4,000.00 annually to be in the best interest of the City.

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

SECTION 1. Section 2.08.010(b) of the Keokuk Municipal Code, is hereby amended to read as follows:

(b) Council Compensation. Commencing January 1, 2024, each member of the City Council shall receive an annual salary of \$3,000.00.

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.

Passed by the Council on the ____ day of _____, 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. MAHONEY, MAYOR

ATTEST:

CELESTE ELANFAOUI,
CITY CLERK

Passed by the Council on the ____ day of _____, 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. MAHONEY, MAYOR

ATTEST: _____
CELESTE ELANFAOUI,
CITY CLERK

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

AYES - _____ NAYS - _____ ABSENT - _____

Second and Third/Final Passage by the Council this ____ day of _____, 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. MAHONEY, MAYOR

ATTEST: _____
CELESTE ELANFAOUI,
CITY CLERK

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



COUNCIL ACTION FORM

Date: October 5, 2023

Presented By: O'Donnell

Subject: Impact 7G Agreement Agenda Item: _____

Description:

With approval of the Auditor's Plat of Survey for the next portion of the Elkem-Carbide property, the process of applying for cleanup funding on that section is beginning. SEIRPC will be completing the application but requires technical assistance from Impact 7G. The agreement is for \$10,000 to supply the technical assistance required.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 304-750-6490 Title: Professional Services

Amount Budgeted: 0

Actual Cost: 10,000

Under/Over: (10,000)

Funding Sources:

TIF _____

Departments:

Capital Projects _____

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Approve Survey of Plat

Date _____

09/21/2023

Recommendation:

Recommend approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

RESOLUTION APPROVING AGREEMENT WITH IMPACT 7G

WHEREAS, the City Council of Keokuk, Iowa has approved the Auditor's Plat of Survey for the Elkem-Carbide property; and

WHEREAS, the City of Keokuk, Iowa seeks additional funding from the US EPA for cleanup of said property; and

WHEREAS, Impact &G has the expertise and experience to assist in the application for said funds.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA approves the agreement with Impact 7G.

PASSED, APPROVED, AND ADOPTED 5th day of October, 2023.

K.A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk



108 E 7th Street, Suite 2, Coralville, IA 52241
515.473.6256 • info@impact7g.com
www.impact7g.com

Professional Services Agreement (PSA)

Project:	EPA Brownfields Cleanup Grant Application, Analysis of Brownfields Cleanup Alternatives		
Property:	Auditors Parcel, Plat 2, 365 Carbide Lane, Keokuk, Iowa 52632	Date:	9/26/2023

Client:	City of Keokuk
Contact:	Cole S. O'Donnell, City Administrator
Address:	501 Main Street
City/State/Zip:	Keokuk, Iowa 52632
Phone:	O: (319) 524-2050 x 2205
Email:	codonnell@cityofkeokuk.org

AGREEMENT made this 26th Day of September 2023, by and between the service provider, Impact7G, Inc. ("Impact7G") and the City of Keokuk, Iowa ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: Assist with applying for EPA Brownfields Cleanup Grant for the former Elkem Carbide site.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to assist the City and Southeast Iowa Regional Planning Commission (SEIRPC) with and EPA Brownfield Cleanup Grant including preparation of a Draft Analysis of Brownfields Cleanup Alternatives (ABCA) for Plat 2 of the former Elkem Carbide site (herein referred to as the "Site").

2. **Scope of Services**

Impact7G agrees to complete an Analysis of Brownfields Cleanup Alternatives (ABCA) report and assist the City and SEIRPC with preparation of an EPA Brownfields Cleanup Grant application for the Site. The 9.44-acre Site is planned to be redeveloped as an intermodal logistical warehousing hub that will connect commercial and industrial logistic businesses to the adjacent Burlington Northern and Santa Fe Railroad. To accomplish this goal at least four cleanup alternatives will be evaluated for submittal with the 2024 U.S. Environmental Protection Agency Brownfields Cleanup grant application.

3. **Impact7G Responsibilities** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and

- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work; and
- (ii) Provide unrestricted access to the Property for Impact7G to perform the services; and

5. **Schedule**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Impact7G anticipates being able to complete the ABCA within approximately four weeks of receiving the PSA. The Cleanup Grant Application will be complete by the EPA grant submission deadline of November 13, 2023.

6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the Lump Sum Cost presented on the below Table for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

Tasks	Cost
Draft Analysis of Brownfields Cleanup Alternatives (Plat 2)	\$7,500.00
EPA Brownfields Cleanup Grant Application Assistance	\$2,500.00
TOTAL	\$10,000.00

Invoices for Impact7G's services will be submitted every 30 days. Invoices for lump sum projects will be based on estimates of the percentage complete every 30 days. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

7. **Work Product** All field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site** The Client agrees to use good faith efforts to maintain a safe Project site for Impact7G staff and, as applicable, subcontractors and assigns. Such good faith efforts shall include, but not exhaustive, ensuring that Project site is free and clear of any imminent hazards that pose a direct and immediate danger to any such individual potentially affected.

9. **Claims and Disputes** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third-party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorney's Fees** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee

schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. **Assignment** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

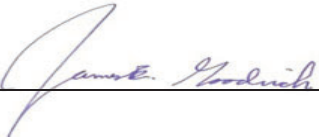
This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Keokuk, Iowa

Impact7G, Inc.

Accepted by: _____

Project
Manager:

_____

Printed/
Typed Name: _____

Printed/
Typed Name: James Goodrich

Title: _____

Date: 9/26/2023

Date: _____

Index Legend

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

Requestor: City of Keokuk

Proprietor: City of Keokuk

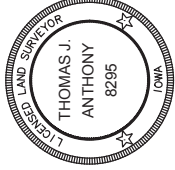
Surveyor: Thomas Anthony, L.L.S. 8295

Surveyor Company: Shoemaker & Haaland, P.E.

Return To: 160 Holiday Road, Coralville, IA 52241

(319) 351-7150

PLAT OF SURVEY -
AUDITOR'S PARCEL " "



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

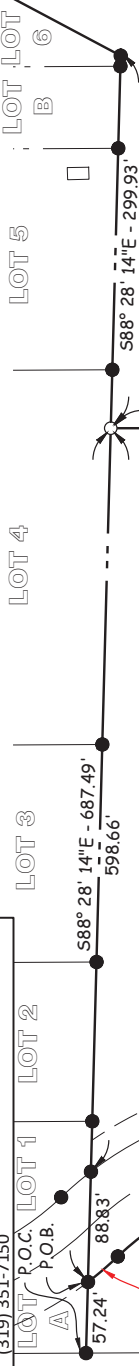
PRELIMINARY

Thomas J. Anthony Date

My license renewal date is December 31, 2024

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

CARBIDE FIRST ADDITION



AUDITOR'S PARCEL " " - LEGAL DESCRIPTION

A portion of Tract C of the N1/2 NE1/4, Section 22, T.65N., R.05W., of the Fifth P.M., City of Keokuk, Lee County, IA., lying south, adjacent and contiguous to Carbide First Addition to Keokuk, IA., described as follows:

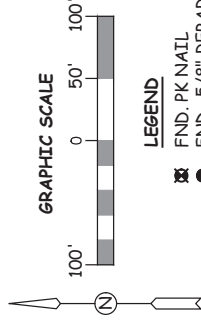
Commencing at the SW corner of Lot A, said Carbide First Addition; Thence S 88° 28' 14" E - 57.24 ft. along the south line of said Lot A, to the Point of Beginning; Thence continuing S 88° 28' 14" E - 687.49 ft. along said south line of Lot 1; Thence S 00° 01' 00" E - 714.71 ft.; Thence S 89° 55' 51" W - 228.98 ft.; Thence NW 1/4 - 587.75 ft. along a 375.00 ft radius curve concave NE 1/4, with central angle of 89° 48' 07" and chord of N 45° 10' 05" W - 529.41 ft.; Thence N 00° 16' 01" W - 183.30 ft.; Thence NW 1/4 - 168.49 ft. along a 222.00 ft radius curve concave SW 1/4, with central angle of 43° 29' 03" and chord of N 22° 00' 32" W - 164.47 ft.; Thence NW 1/4 - 31.61 ft. along a 283.00 ft radius curve concave NE 1/4, with central angle of 6° 23' 59" and chord of N 40° 33' 04" W - 31.59 ft., to the Point of Beginning.

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

TOTAL AREA = 9.44 AC
ROAD AREA = 1.73 AC

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

FOR RECORDER'S USE ONLY



LEGEND

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

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

AUDITOR'S PARCEL " "

DWN: CNP
CHK: TJ A
SCALE: 1" = 100'
FIELD BK: 1150/10

SURVEY DATE(S): JULY 2023

PLAT DATE: 08/24/2023

REV. DATE:

365 CARBIDE LANE, KEOKUK, IA

SHPE JOB # 23215 SHEET 1 OF 1



COUNCIL ACTION FORM

Date: October 5, 2023

Presented By: Brian Carroll, PWD BC

Subject: Victory Park Restroom Key Deposit Fee Agenda Item: _____

Description:

Due to continuous vandalism of the restrooms and the porta-potties at Victory Park, the restrooms have been kept locked and the porta-potties have been removed from the riverfront. After discussion with the Keokuk Park & Recreation Advisory Board at their regular meeting on September 5, 2023, it was recommended to allow citizens that reserve the Meierotto shelter house to be able to have a key to the restrooms if they pay a \$20 deposit. The \$20 deposit fee is returned to the renter as long as the restrooms are cleaned satisfactorily, there are no damages, and the key is returned within three (3) working days. Please consider establishing a deposit fee of \$20 to be allowed a key to access the restrooms at Victory Park when reserving the Meierotto shelter house at the riverfront.

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:

To establish a \$20 deposit fee for access to restrooms at Victory Park when reserving the Meierotto shelter house at the riverfront per recommendation of the Keokuk Park & Recreation Advisory Board.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.
A RESOLUTION SETTING DEPOSIT FEE FOR
VICTORY PARK RESTROOMS

WHEREAS there has been continuous vandalism and vagrancy problems at the restrooms and porta-potties at Victory Park; and

WHEREAS the porta-potties have been removed and the restrooms are permanently locked; and

WHEREAS there are no restroom facilities for citizens to use that reserve the Meierotto shelter house at the riverfront; and

WHEREAS a recommendation was made by the Keokuk Park & Recreation Advisory Board to establish a deposit fee of \$20 for shelter house renters to have access to the restrooms; and

WHEREAS the \$20 deposit fee will be returned to the renter as long as restrooms are cleaned satisfactorily, there are no damages, and the key is returned within three (3) working days of rental.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a deposit fee in the amount of \$20 be set to obtain a key to the restrooms at Victory Park when reserving the Meierotto shelter house at the riverfront.

PASSED, APPROVED, AND ADOPTED this 5th day of October 2023.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui



COUNCIL ACTION FORM

Date: October 5, 2023

Presented By: Brian Carroll, PWD *BC*

Subject: Closed Landfill Grading Plan & Topographic Survey Agenda Item: _____

Description:

The City of Keokuk received a letter from the Iowa Department of Natural Resources (IDNR) indicating there was a leachate seep on the south side of the closed landfill. Overflows of the leachate system are prohibited and need to be addressed.

An estimate was received from Klingner & Associates, P.C. for a topographic survey and preparation of drawing of the closed Keokuk sanitary landfill for drainage determination and design in the amount of \$15,600 and a Grading Plan Preparation, which will address the ongoing drainage and leachate for lump sum of \$28,000.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 670-841-6490 Title: Serv/Prof Fee Leachate Control

Amount Budgeted: \$8,300

Actual Cost: \$43,600

Under/Over: (\$35,300)

Funding Sources:

Sanitation Revenue

Departments:

Leachate Control

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Enter into a contract with Klingner & Associates, P.C. for a topographic survey and preparation of drawing of the closed landfill for drainage determination and design in the amount of \$15,600 and a Grading Plan Preparation to address ongoing drainage and leachate in the amount of \$28,000 for a total cost of \$43,600.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDED CONTRACT FOR
GRADING PLAN PREPARATION CLOSED LANDFILL**

WHEREAS a letter of non-compliance was received from the Iowa Department of Natural Resources (IDNR) stating a leachate seep appeared on the south side of the property in the dry creek near the updated leachate collection system; and

WHEREAS the leachate system should be constructed to function properly the entire active life of the facility and post closure period; and

WHEREAS an estimate to complete an engineering design to grade the landfill was received from Klingner & Associates in the amount of \$28,000.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a contract be awarded to Klingner & Associates, P.C. of Burlington, IA in the amount of \$28,000 for Grading Plan Preparation for the closed Keokuk sanitary landfill.

PASSED, APPROVED, AND ADOPTED this 5th day of October 2023.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui

RESOLUTION NO.
A RESOLUTION AWARDED CONTRACT FOR
TOPOGRAPHIC SURVEY& PREPARATION DRAWING
FOR CLOSED LANDFILL

WHEREAS a letter of non-compliance was received from the Iowa Department of Natural Resources (IDNR) stating a leachate seep appeared on the south side of the property in the dry creek near the updated leachate collection system; and

WHEREAS Klingner & Associates, P.C. submitted an estimate in the amount of \$15,600 for a topographic survey and preparation of drawing of the closed landfill for drainage determination and design.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a contract be awarded to Klingner & Associates, P.C. of Burlington, IA in the amount of \$15,600 for topographic survey and preparation of drawing for drainage determination and design for the closed Keokuk sanitary landfill.

PASSED, APPROVED, AND ADOPTED this 5th day of October 2023.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui

Short Form Agreement For Engineer/Architect/Surveying Services

KLINGNER & ASSOCIATES, P.C.

610 N. 4th Street, Burlington, IA 52601 - 319.752.3603

www.klingner.com

Date 8/30/2023 Phase Manager (PM) J. Smith, JMS
Project Type 0803 Project Manager (PIC) J. Coca, JAC
(Office [Code](#)) Client Manager (Billing) JAC

PROJECT & SCOPE OF SERVICES:

Primary Company Contact

Client Keokuk Public Works Project Contact Brian Carroll
Address 501 Main Street City/State/Zip Keokuk, IA 52632
Phone 319-524-2050 Cell 319-795-7384 Email bcarroll@cityofkeokuk.org

Billing Contact (To be completed by Client) – Check box if identical to primary company contact ☐

Check box if you would **NOT** like to receive your invoice via email ☐

Address _____ Billing Contact _____
Phone _____ Cell _____ City/State/Zip _____
Email _____

Project Name Keokuk (Closed) Sanitary Landfill – Grading Plan Preparation

We (Klingner & Associates, P.C.) agree to provide to you (the Client) the following consulting, design, advisory, and/or surveying services:

Description and Location of Work:

See attached scope of services.

Target Start Date: TBD Target Completion Date: TBD

FEES AND EXPENSES: Our services will be charged on the following basis (*check all that apply*):

☐ Hourly at standard per diem charges of staff members, plus all "Reimbursable Expenses". For planning purposes, the estimated fees are: Labor Cost Estimate \$ _____
Reimbursable Cost Estimate \$ _____
Consultant Cost Estimate \$ _____
Total Project Cost Estimate \$ _____

Conditions encountered may result in higher or lower charges.

☒ Lump sum basis for the amount of \$ 28,000 ☐ Plus reimbursable expenses
☐ A prepaid retainer of \$ _____ is required prior to start of work. Retainer will be applied to the final project invoice.


GENERAL TERMS AND CONDITIONS: Our agreement is subject to the **General Terms and Conditions** following this page, which are a part of this agreement for our services. *Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC) unless specifically noted.*

ACCEPTANCE: The above Scope of Services, Fees, and General Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work.

Signature of Client

Title

Date of Acceptance


Signature of Consultant

Environmental Department Manager

Title

8/30/2023

Date of Signature

Project No. 06141 / 21-2010

Jessica A. Coca
I am approving this document
your signing location here
2023-08-30 11:41:22

CIVIL/SITE ENGINEERING:

A. Schematic Design/Design Development

- a. Prepare one (1) concept site plan based on program information and the landfill closure plan provided by the client and submit electronically (Adobe PDF) to the client for review. Provide one (1) set of revisions following client review.
- b. Draft Specification Outline.
- c. 30% Review meeting with Owner.

B. Final Design and Construction Documents

- a. Provide "civil construction site plans" in AutoCAD format on 22" x 34" sheet size. Plans shall consist of the following design items:
 - i. Final site grading & drainage plan including contours at 1-foot intervals and applicable spot elevations.
 - ii. Storm Water Pollution Prevention Plan.
 - iii. Site Drainage and Storm Sewer management as required by the City of Keokuk. Grading and drainage plan will incorporate storm water pollution prevention plan requirements for the NPDES permit.
 - iv. Technical specifications for grading in CSI format on plan sheets or per SUDAS Standards.
- b. Anticipated Plan Sheets:

G001	Cover Sheet
C001	Legend & General Notes
C002	Specifications
C003	Specifications
C004	Existing Conditions
C101	Site Dimensional Plan
C201	NE Grading & Erosion Control Plan
C202	SE Grading & Erosion Control Plan
C203	SW Grading & Erosion Control Plan
C204	NW Grading & Erosion Control Plan
C501	Site Details
C502	Site Details

Lump Sum: \$28,000.00

ADDITIONAL SERVICES

The following Additional Services are outside the Scope of Services as defined above and are to be discussed with the Client prior to execution. Additional Services, if requested by the client, will be billed hourly unless otherwise specified:

- Design revisions or out of sequence work initiated by the Client after approvals
- Design extensions beyond the accepted schedule
- Presentations at public meetings if required
- Coordination and specifications for the demolition of existing site features.
- Coordination and representation with Keokuk on Plan Commission, zoning or other permit issues
- Value engineering beyond what is included in the incorporation of the CD set
- Creation of Bidding Documents

Surveying Work Order and Agreement

KLINGNER & ASSOCIATES, P.C.

610 N. 4th Street, Burlington, IA 52601 - 319.752.3603

www.klingner.com

Date August 18, 2023 Phase Manager (PM) JAM
Project Type 0104 Project Manager (PIC) JAM
(Office Code) Client Manager (Billing) JAM

PROJECT & SCOPE OF SERVICES:

Primary Company Contact

Client Keokuk Public Works Project Contact Brian Carroll
Address 501 Main Street City/State/Zip Keokuk, IA 52632
Phone _____ Cell _____ Email _____

Billing Contact (To be completed by Client) – Check box if identical to primary company contact ☐

Check box if you would **NOT** like to receive your invoice via email ☐

Address _____ Billing Contact _____
Phone _____ Cell _____ City/State/Zip _____
Email _____

Project Name Former Keokuk Landfill

Lots _____ Block _____ Addition _____
Section _____ Township _____ Range _____
City of _____ County of _____ State of _____

SURVEY FIELD WORK:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Location/Recovery Existing Monuments | <input type="checkbox"/> Spot Elevations | <input type="checkbox"/> Plat |
| <input type="checkbox"/> Boundary Survey | <input type="checkbox"/> Records Search of Previous Surveys | <input type="checkbox"/> Legal Description |
| <input checked="" type="checkbox"/> Topographic Survey | <input type="checkbox"/> Computer Closure/Calculations | <input checked="" type="checkbox"/> Other |

Description of work or remarks (such as corners to be set, type of corners, and other papers left with us)

Topographic survey and preparation of drawing of the former Keokuk Landfill for drainage determination and design
in Keokuk, Iowa. Notify: _____ (before) (when) work is done

Order Taken By _____ Target Completion Date _____

FEES AND EXPENSES – Fees for all services outlined above will be charged on the following basis (check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Hourly at a rate of 2.25 times payroll cost of staff members, plus all "Reimbursable Expenses." For planning purposes, the estimated fees are: | Labor Cost Estimate \$ _____ |
| | Reimbursable Cost Estimate \$ _____ |
| | Consultant Cost Estimate \$ _____ |
| | Total Project Cost Estimate \$ <u>15,600</u> |

Conditions encountered may result in higher or lower charges.

- ☐ Lump sum basis for the amount of \$ _____ ☐ Plus reimbursable expenses
☐ A prepaid retainer of \$ _____ is required prior to start of work. The retainer will be applied to the final project invoice.

GENERAL TERMS AND CONDITIONS – Our agreement is subject to the General Terms and Conditions following this page, which are a part of this agreement for our services. *Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC) unless specifically noted.*

ACCEPTANCE – The above Scope of Services, Fees, and General Terms and Conditions described on following pages of this form are satisfactory and hereby accepted.

Signature of Client

Title

Date of Acceptance

[Signature]

Signature of Consultant
DIRECTOR OF LAND SURVEYING

Title
8/18/23

Date of Signature

☒ Survey Addendum part of Agreement

Project No. _____

GENERAL TERMS & 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 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.

PROJECT CLOSEOUT (Office Use)

Assigned _____	Plat Checked _____	Final Completed Date _____
Drafting By _____	Descr. By _____	Has Job Been Indexed _____
Closure By _____	Page _____	Amount Billed \$ _____
Field Work in Book _____		Comments _____
Reference Books _____		

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 or 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).

- Construction Material Testing
- Construction on-site observation
- Construction Administration services outside Scope of Services
- Environmental services or construction worker provisions
- Borrow Site and Permitting

Development of 3-D computer models for Client deliverables and use other than as a design tool during the design and documentation phase

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.

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Brian Carroll

From: Jessica A. Coca <jcoca@klingner.com>
Sent: Tuesday, September 19, 2023 3:28 PM
To: Stouder, Ryan; Rath, Brian
Cc: Brian Carroll
Subject: RE: 56-SDP-04-77 City of Keokuk Landfill - Site Inspection

Ryan,

Wanted to get you an updated, the City of Keokuk intends to have engineering design completed for the grading of the landfill. We believe this will help to address the ongoing drainage and leachate issues at the site. Klingner provided a proposal to the City for site design and topographic survey services. This is anticipated to go before Keokuk City Council on October 5. This would likely push the majority of site work back to the spring since it will take some time to have the survey completed, design completed, and to put the project out to bid. We still intend to address the leachate seep with this design as it will be particularly difficult to address since it appears to be lower than the leachate collection system, we hope to be able to intercept that seep higher on the slope to direct it into the system.

We will continue to provide IDNR with updates as the project develops.

Jessica A. Coca (Cary), P.E.
Environmental Department Manager

Klingner & Associates, PC
610 N. 4th Street, Suite 100 | Burlington, IA 52601
Office: 319.752.3603 | Fax: 319.752.3605 | Cell: 319.572.7449
www.klingner.com

KLINGNER
& ASSOCIATES, P.C.

Engineers • Architects • Surveyors

*"Striving to provide excellent services which
anticipate and meet the needs of our clients and
benefit the community"*

BURLINGTON - QUINCY - GALESBURG - CARBONDALE
PELLA - DAVENPORT - COLUMBIA - HANNIBAL

CONFIDENTIALITY: The information contained in this email message is privileged and / or confidential, and is only intended for the use of the addressee. If you are not the intended recipient, please do not read, distribute, reproduce or use this email message (or attachments) and notify the sender of the mistaken transmission.

From: Jessica A. Coca <jcoca@klingner.com>
Sent: Monday, August 7, 2023 12:46 PM
To: 'Brian Carroll' <bcarroll@cityofkeokuk.org>
Cc: 'Stouder, Ryan' <ryan.stouder@dnr.iowa.gov>; 'Rath, Brian' <brian.rath@dnr.iowa.gov>
Subject: RE: 56-SDP-04-77 City of Keokuk Landfill - Site Inspection

Ryan,

Brian Carroll and I met out at the landfill this morning. The area received some storms over the weekend and at least 5"+ of rain on Friday. Unfortunately a large tree fell in the area where the leachate seep was observed but I think we've identified approximately where it is. The city is looking to get a contractor engaged to perform some of the site grading needed on the landfill in the fall and ideally we would include some exploratory digging and drainage work in the area of the seep in the same contract. We will get a more formal response to you once we get things dialed in a bit more but wanted to let you know we're working on it.

Jessica A. Coca (Cary), P.E.
Environmental Department Manager

Klingner & Associates, PC
610 N. 4th Street, Suite 100 | Burlington, IA 52601
Office: 319.752.3603 | Fax: 319.752.3605 | Cell: 319.572.7449
www.klingner.com

From: Brian Carroll <bcarroll@cityofkeokuk.org>
Sent: Thursday, August 3, 2023 1:55 PM
To: Jessica A. Coca <jcoca@klingsner.com>
Cc: Stouder, Ryan <ryan.stouder@dnr.iowa.gov>; Rath, Brian <brian.rath@dnr.iowa.gov>
Subject: FW: 56-SDP-04-77 City of Keokuk Landfill - Site Inspection

Jessica,

I thought we had taken care of this.

Brian Carroll
Public Works Director

City of Keokuk
501 Main Street, Keokuk, IA 52632
O: (319)524-2050 x 2210 / C: (319)795-7384
www.cityofkeokuk.org



From: Stouder, Ryan <ryan.stouder@dnr.iowa.gov>
Sent: Thursday, August 3, 2023 1:31 PM
To: Brian Carroll <bcarroll@cityofkeokuk.org>
Cc: Rath, Brian <brian.rath@dnr.iowa.gov>
Subject: 56-SDP-04-77 City of Keokuk Landfill - Site Inspection

Mr. Carroll,

I had mailed a copy of my inspection of the closed City of Keokuk landfill in July. The inspection report was returned to our office, due to a bad mailing address. I sent the report out today. It had a statement in the cover letter -

A leachate seep appears on the south side of the property in the dry creek near the updated leachate collection system. A letter of non-compliance is being issued due to the failure of the leachate collection system. Be advised that 567 IAC 113.7(5)b states that the leachate collection system shall be designed and constructed to function for the entire active life of the facility and the post closure period. Overflows of the leachate collection system continue and are prohibited. I am enclosing photos of my observations with this report. Please evaluate and assess the leachate seep and provide a written summary of your plans to address the leachate discharge submitted to me in this office by **August 1, 2023**. Email is acceptable.

Would you be able to let Brian Rath and I know the City of Keokuk's plans to address the leachate discharge?

Thanks, Ryan

Ryan Stouder - Environmental Specialist Senior

Iowa Department of Natural Resources

Field Office 6

1023 W. Madison St. Washington, IA 52353

Phone 319-653-2135 | Fax 319-653-2856

Cell 319-461-5090



June 27, 2023

CITY OF KEOKUK
ATTN BRIAN CARROLL PUBLIC WORKS DIRECTOR
415 BLONDEAU STREET
KEOKUK, IA 52632

Letter of Non-Compliance: Leachate Collection System 567 IAC 113.7(5)b

SUBJECT: Site Compliance Evaluation Visit, FOCD Inspection #168120
Permit #56-SDP-04-77C; City of Keokuk Closed SDP, Lee County, Iowa

Dear Mr. Carroll:

On May 31, 2023, I completed a visit to the City of Keokuk's Closed Sanitary Landfill located at the west end of 320th Street in Lee County, Iowa. I have attached a report which includes my observations made during my visit. I spoke with you via phone shortly after my visit on the same day.

A leachate seep appears to on the south side of the property in the dry creek near the updated leachate collection system. A letter of non-compliance is being issued due to the failure of the leachate collection system. Be advised that 567 IAC 113.7(5)b states that the leachate collection system shall be designed and constructed to function for the entire active life of the facility and the post closure period. Overflows of the leachate collection system continue and are prohibited. I am enclosing photos of my observations with this report. Please evaluate and assess the leachate seep and provide a written summary of your plans to address the leachate discharge submitted to me in this office by August 1, 2023. Email is acceptable.

If you have any questions or would like further explanation of any part of this report, please contact me in this office at 319-653-2135 or at ryan.stouder@dnr.iowa.gov.

Sincerely,

FIELD SERVICES & COMPLIANCE BUREAU

Ryan Stouder
Environmental Specialist Senior

Encl. Inspection Report & pictures

xc: Becky Jolly, IDNR Solid Waste Section, via email
Bryan Bross (Klinger & Assoc.) via email
FOCD - Staff Action 168120 - City of Keokuk Closed SDP file

Suspense: August 1, 2023

IOWA DEPARTMENT OF NATURAL RESOURCES

Field Office 6

1023 West Madison, Washington, IA 52353

319-653-2135

Sanitary Landfill Visit**Permit #:** 56-SDP-04-77C**Date this Visit:** 05/31/2023 @ 10:00 am**Previous Visit Date:** 05/12/2021**Facility:** City of Keokuk Closed SDP **Weather Conditions at Time of Visit:** 78°F, Cloudy, Wind: South 10 mph**Person(s) Contacted:** Brian Carroll (via phone)

Were deficiencies noted or significant observations made during this inspection?

Yes – See Comments Sec., No – No deficiencies noted, Blank – Not applicable or observed, PND – Previously Noted Deficiency

Observations

Yes	No	PND	Item	Yes	No	PND	Item
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Fill Cover: daily; intermediate; final	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Special Waste Handling
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Control of Face: slope; width; location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Recycling Activities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Compaction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Operator Certification
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Cover erosion; Ponding	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	13. Staffing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Drainage into fill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Equipment Backup/Maintenance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Leachate Mgmt. & Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15. Interior Roads
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Litter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Perimeter fence, gate, signs, mon. wells
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Wet Weather Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>		17. Photos taken
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Construction & Demolition Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>		18. Follow-up needed

Comments: Upon arrival, I observed the signage at the site was clearly visible and the access gate was locked. I tried to contact the City of Keokuk via the phone number provided and left a message. I did not see any issues with the established gravel road to the leachate collection area. I did not see any trees growing in the areas that I traversed through. The vegetation cover was about waist height. I could see that vegetation was of varying heights in areas where slight terracing, these areas could allow for water to pond if rain occurred. Proper grading/drainage and effective vegetative establishment must be implemented to avoid potential ponding of water. No issues were observed with any other monitoring wells or vents

The leachate containment structure was almost empty at the time of my visit, I could see some liquids at the bottom of the collection system. I observed some leachate seeping or discharging into the dry creek to the south of the site, but I did not observe a water quality impact. Additional action is needed to ensure complete containment of leachate is established. Please submit a plan of action as outlined on the cover page.

AUTHENTICATION**INSPECTOR:** Ryan Stouder**REVIEWER:** Kurt Levetzow



COUNCIL ACTION FORM

Date: October 5, 2023

Presented By: O'Donnell/El Anfaoui

Subject: 2022/2023 Street Finance Report Agenda Item: 14

Description:

The city receives Road Use Taxes from the State of Iowa. Funds are intended to be used for street operations and maintenance. To insure that funds are spent on permitted uses, the City is required to file an annual Street Finance Report (SFR). The SFR has been prepared and is attached for review.

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 STREET FINANCING REPORT FOR
FISCAL YEAR ENDING JUNE 30, 2023**

WHEREAS, the City of Keokuk, Iowa receives distributions from the State of Iowa of Road Use Taxes; and

WHEREAS, the City of Keokuk, Iowa is required to file an annual Street Financing Report (SFR) detailing revenues, expenses, projects, equipment, and debt service related to street operations and maintenance; and

WHEREAS, said SFR for FY 2022-2023 is prepared and attached hereto.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA THAT, the City Council hereby approves the Street Financing Report for Fiscal Year 2022-2023 and authorizes the City Clerk to sign said SFR and submit the SFR to Iowa Department of Transportation.

PASSED, APPROVED, AND ADOPTED this 5th day of October 2023.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Keokuk

9/28/2023 2:39:32 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$512,665					\$512,665
Benefits - Roads/Streets		\$268,703					\$268,703
Training & Dues		\$2,016					\$2,016
Building & Grounds Maint. & Repair		\$6,687					\$6,687
Vehicle & Office Equip Operation and Repair		\$23,671					\$23,671
Operational Equipment Repair	\$94	\$1,561					\$1,655
Other Utilities		\$95,500					\$95,500
Other Maintenance and Repair	\$2,159	\$1,355					\$3,514
Medical		\$525					\$525
Payments to othe agencies		\$1,473					\$1,473
Street Maintenance Expense		\$6,927					\$6,927
Other Contract Services	\$438	\$159,279					\$159,717
Minor Equipment Purchases		\$8,219					\$8,219
Office Supplies		\$3,331					\$3,331
Operating Supplies		\$16,390					\$16,390
Postage & Safety		\$11,459					\$11,459



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Keokuk
9/28/2023 2:39:32 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Other Supplies		\$3,938					\$3,938
Vehicles		\$218,201					\$218,201
Other Capital Equipment	\$90,646						\$90,646
Other Capital Outlay		\$139,753					\$139,753
Principal Payment				\$1,056,800			\$1,056,800
Interest Payment				\$182,475			\$182,475
Bond Registration Fees				\$1,684			\$1,684
Transfer Out			\$151,400				\$151,400
Street Lighting	\$123,241						\$123,241
Traffic Control/Safety	\$100						\$100
Snow Removal		\$61,437					\$61,437
Depreciation & Building Utilities	\$15,568	\$14,245					\$29,813
Street Cleaning		\$68,989					\$68,989
Snow Removal Salaries		\$2,822					\$2,822
Snow Removal Benefits		\$3,038					\$3,038
Total	\$232,246	\$1,632,184	\$151,400	\$1,240,959			\$3,256,789



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Keokuk

9/28/2023 2:39:32 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$161,873		\$0	\$1,240,959			\$1,402,832
Other Taxes (Hotel, LOST)			\$151,400				\$151,400
State Revenues - Road Use Taxes		\$1,362,351					\$1,362,351
Other State Grants - IDOT	\$70,373						\$70,373
Charges/fees						\$0	\$0
Contributions					\$2,241		\$2,241
Proceeds from Debt					\$4,995,000		\$4,995,000
Transfer In		\$151,400					\$151,400
Total	\$232,246	\$1,513,751	\$151,400	\$1,240,959	\$4,997,241	\$0	\$8,135,597



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Keokuk
9/28/2023 2:39:32 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2016 A	\$1,725,000	\$230,000	\$37,323	\$230,000	\$37,323	\$1,495,000
2016 B	\$2,625,000	\$350,000	\$55,840	\$350,000	\$55,840	\$2,275,000
2020 A	\$4,975,000	\$745,000	\$139,550	\$476,800	\$89,312	\$4,230,000
2023 D	\$4,995,000	\$0	\$0	\$0	\$0	\$4,995,000
Total	\$14,320,000	\$1,325,000	\$232,713	\$1,056,800	\$182,475	\$12,995,000



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Keokuk

9/28/2023 2:39:32 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Wanco Signboard Trailer	2015	Purchased	\$5,000	No Change
Oil Distribution Truck	1996	Purchased	\$26,500	No Change
2011 Ford F350 Truck with Bed	2011	Purchased	\$21,613	No Change
Ford F-350 4x4 w/plow & spreader	2020	Purchased	\$63,128	No Change
International Dump Truck	2020	Purchased	\$81,303	No Change
Bucket Truck	2008	Purchased	\$30,150	No Change
Hyster Rubber Tire Roller	1973	Purchased	\$14,000	No Change
F-series Service Truck and Bed	2015	Purchased	\$47,096	No Change
Sander and Plow for F-350	2014	Purchased	\$12,620	No Change
Cat End Loader	2013	Purchased	\$127,662	No Change
International 7300 Dump Truck	2014	Purchased	\$108,502	No Change
Ford F-350	2014	Purchased	\$24,855	No Change
International w/Heil 15' Dump	1999	Purchased	\$65,475	No Change
Ford F-350 Truck	2009	Purchased	\$26,162	No Change
Gallion Tandem Roller	1977	Purchased	\$65,210	No Change
International Tractor w/seaman mixer	1976	Purchased	\$12,350	No Change
Deere Motor Grader	1997	Purchased	\$125,000	No Change
Chevy Street Flusher	1979	Purchased	\$19,076	No Change
International Dump Truck	2017	Purchased	\$81,299	No Change
Ford Dump Truck	1989	Purchased	\$25,711	No Change
International 2 ton dump truck	1999	Purchased	\$62,305	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Keokuk
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Description	Model Year	Usage Type	Cost	Purchased Status
Ford F-250 Pickup 4x4	2001	Purchased	\$21,850	No Change
International 2-ton Dump Truck	2000	Purchased	\$66,433	No Change
International Dump Truck	2008	Purchased	\$102,000	No Change
Tank Trailer Crack Pro 125	2021	Purchased	\$65,480	No Change
Elgin Pelican Street Sweeper	2023	Purchased	\$257,066	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Keokuk
9/28/2023 2:39:32 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Keokuk

9/28/2023 2:39:32 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$1,441,466	\$0	\$0	\$0	\$0	\$1,441,466
Sub Total Expenses (-)	\$232,246	\$1,632,184		\$1,240,959			\$3,105,389
Transfers Out (-)			\$151,400				\$151,400
Subtotal Revenues (+)	\$232,246	\$1,362,351	\$151,400	\$1,240,959	\$4,997,241	\$0	\$7,984,197
Transfers In (+)		\$151,400					\$151,400
Ending Balance	\$0	\$1,323,033	\$0	\$0	\$4,997,241	\$0	\$6,320,274

Resolution Number:

Execution Date: Thursday, October 5, 2023

Signature: Celeste El Anfaoui



COUNCIL ACTION FORM

Date: September 29, 2023

Presented By: Broomhall

Subject: Set public hearing Street/Alley vacation Agenda Item: 15

Description:

Keokuk Municipal Water Works have requested vacation and disposal of a portion of a platted unimproved alley in block 72 and a platted unimproved portion of H Street between blocks 72 & 72, Masons Lower Addition. Keokuk Municipal Water Works is negotiating purchase of parcels in these blocks. The purpose of the request is to use this property for a fill site.

The City Planning Commission reviewed and recommended approval of the vacation at their meeting on August 28, 2023.

A public hearing is required for vacation of public right of way.

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:

Set public hearing

Set public hearing

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE
VACATION AND DISPOSAL OF PLATTED UNIMPROVED PORTION
OF H STREET & THE ALLEY IN BLOCK 72, MASON'S LOWER
ADDITION, CITY OF KEOKUK, LEE COUNTY IOWA.**

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

THAT a public hearing be scheduled for 5:30 p.m., Thursday, October 19, 2023, in the City Council Chambers, 501 Main Street to consider the vacation and disposal of a 66' X 300' platted unimproved portion of H Street between blocks 72 and 73 and a 20' x 300' platted unimproved alley right of way in block 72, Mason's Lower Addition, City of Keokuk, Lee County, Iowa and that the following public notice be published:

PUBLIC NOTICE

The City Council of the City of Keokuk, Iowa will hold a public hearing on Thursday, October 19, 2023, at 5:30 p.m. in the City Council Chambers, 501 Main Street to consider the vacation and disposal of a 66' X 300' platted unimproved portion of H Street between blocks 72 and 73 and a 20' x 300' platted unimproved alley right of way in block 72, Mason's Lower Addition, City of Keokuk, Lee County, Iowa.

Passed & Approved this 5th day of October 2023.

K. A. Mahoney, Mayor

Attest: _____

Celeste El Anfaoui, City Clerk

August 15, 2023

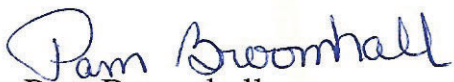
Public Works
Alliant Energy
Liberty Utilities
Keokuk Municipal Water Works
Mediacom

To whom it may concern,

Please be advised the City of Keokuk has received a request to vacate public right-of-way. This right-of-way is shown on the attached map.

If the city considers this request favorably, any utilities in this right-of-way should be protected by an easement. Please advise this office if any necessary maintenance easement within ten (10) days of receipt of this letter.

Sincerely,



Pam Broomhall
Community Development Director



KEOKUK MUNICIPAL WATERWORKS

20 N. 4TH STREET

P.O. BOX 10

Keokuk, Iowa

52632

PHONE: 319-524-5285

WEBSITE: KEOWATER.COM

TRUSTEES:

KIMBERLY BOYD
MICHAEL HICKEY
RAYMOND LONG
TOM CRENSHAW
FLINT PEYTON

GENERAL MANAGER:

DAVID BOGNER

July 25, 2023

Keokuk City Council
501 Main St
Keokuk, IA 52632

RE: Right of Way adjacent to 805 I St

To the Keokuk City Council:

The Keokuk Municipal Waterworks has a need for a local fill site when we dig on our distribution system, and to stage sand and gravel to re-fill the holes. Our current location, that we have been using for the past 20+ years, is full.

Referring to the picture on the next page, we have tentatively agreed with two landowners adjacent to the right of way to purchase their properties. We have approached a 3rd landowner regarding their property.

We request that the City vacate the right of way as shown on the attachment (green box). Pending approval by the City Council, our intention is to purchase the two agreed-upon parcels regardless of the outcome with the 3rd landowner. The right of way is in a ravine, with a significant drop in elevation from Missouri Avenue.

Thank you for your consideration,

David Bogner
General Manager

PROPERTIES OF INTEREST – Keokuk Waterworks right of way vacation request





COUNCIL ACTION FORM

Date: September 1, 2023

Presented By: Broomhall

Subject: Set time for receipt of bids and notice of disposal on city property Agenda Item: 16

Description:

Staff has received inquiries regarding purchase of vacant city lots.

Property may be sold by receipt of bids and/or paying appraised value.

The property of interest is 517 S. 7th Street. (this was removed by error from a previous resolution)

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:

Set public hearing and date/time for receipt of bids.

Set public hearing and date/time for receipt of bids.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

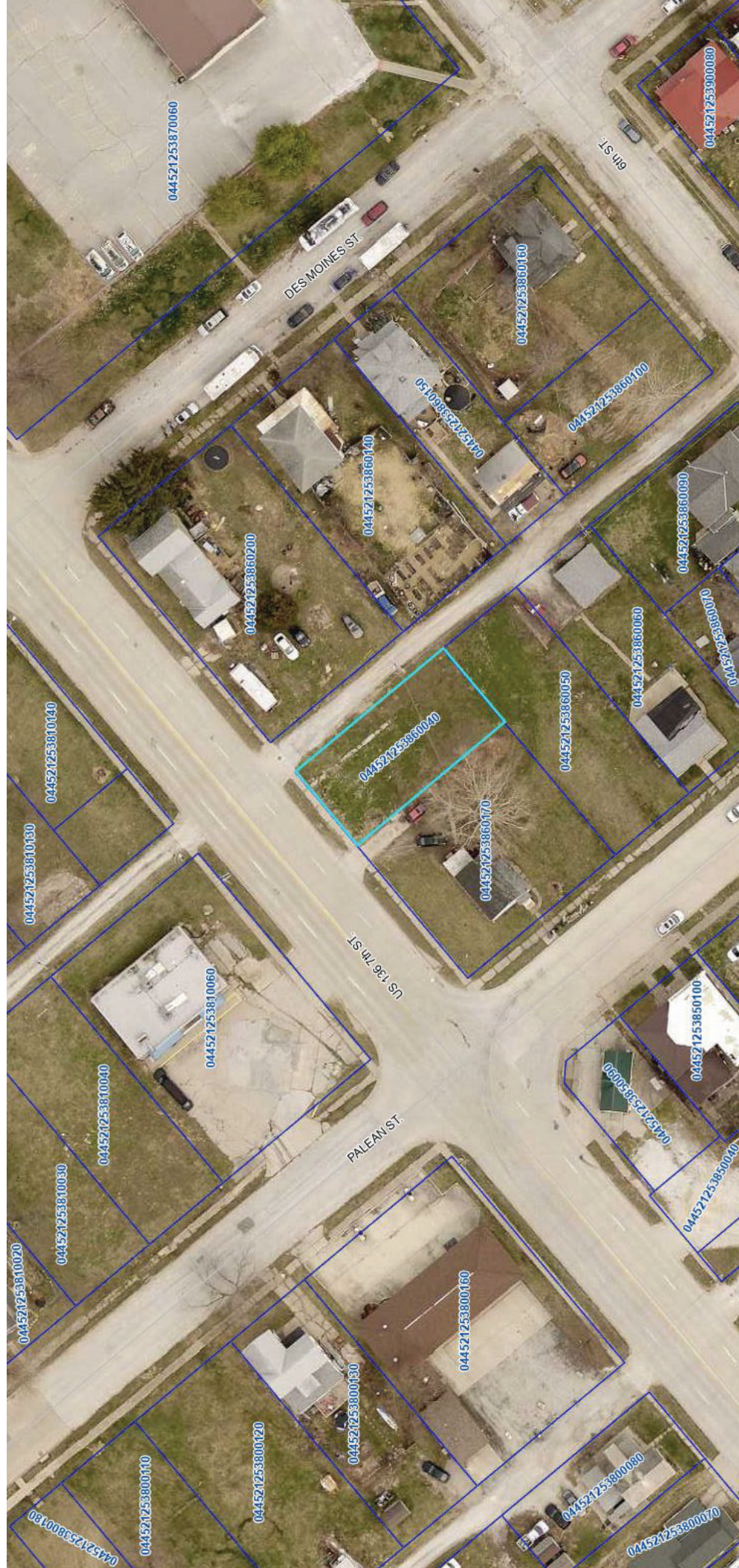
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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]



RESOLUTION NO. _____

**A RESOLUTION PROPOSING DISPOSAL AND TRANSFER OF REAL ESTATE INTERESTS
OF THE CITY BY SEALED BID AND AUTHORIZING PUBLIC NOTICE THEREOF**

WHEREAS, Section 364.7, 403.12, and 362.3 of the Code of Iowa sets for the manner in which the City of Keokuk may dispose of an interest in real property; and

WHEREAS, The City of Keokuk is the present owner of certain real property, situated in the City of Keokuk, Lee County, Iowa, legally described as follows:

The Properties Commonly known as:

517 So. 7th Street, Original City of Keokuk, R50' of lots 7 & 8, block 88

WHEREAS, notice of intent to sell the property described herein will be given by publication of Public Notice attached to this resolution. This notice will be published once in the Daily Gate City, a newspaper printed, published, and of general circulation in the City of Keokuk, not less than 4, nor more than 20, days before the meeting of the City Council at which the proposal will be considered; and

WHEREAS, the sale will be conducted by sealed bid, for which the highest responsible bid may be accepted, and conveyance by Quit Claim Deed, with the property transferred in as-is condition. Written and sealed bids shall be submitted on a form provided by the City of Keokuk before 2:00 PM on November 2, 2023, and the sealed bids shall be opened at 2:01 PM on November 2, 2023, at City Hall, 501 Main Street, Keokuk, Iowa 52632. The City Council reserves the right to reject any and all bids.

WHEREAS, The City Council will hold a Public Hearing on the proposed real property sale on November 16, 2023, at 5:30 PM in the Council Chambers at Keokuk City Hall. If bid(s) are accepted, the City Council shall enter a final resolution authorizing the sale; and

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

WHEREAS, it is now necessary to set a date and time for a public notice and hearing on the disposal of the real property afore described pursuant to Section 364.7 of the Code of Iowa and that the attached Public Notice be published at least once in the Daily Gate City, a newspaper printed, published, and of general circulation in the City of Keokuk, not less than 4, nor more than 20, days before the meeting of the City Council at which the proposal will be considered;

BE IT FURTHER RESOLVED, Written and sealed bids for the above-described properties shall be submitted on or before 2:00 PM on November 2, 2023, and the sealed bids shall be opened at 2:01 PM on November 2, 2023, at City Hall, 501 Main Street, Keokuk, Iowa 52632.

BE IT FURTHER RESOLVED, a public hearing be held on the purchase proposal for the above-named real properties on November 16 at 5:30 PM in the Council Chambers of the Keokuk City Hall. The City Clerk is hereby directed to cause notice of this proposal to be published as provided by Section 362.3 of the Code of Iowa.

Passed & Approved this 5th day of October 2023.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

EXHIBIT A

NOTICE OF INTENT TO DISPOSE OF CITY PROPERTY

PUBLIC NOTICE is hereby given that the City Council of the City of Keokuk in Lee County, State of Iowa, intends to sell all rights, title, and interest of the city in and to certain real property, situated in the City of Keokuk, Lee County, Iowa, legally described as follows:

The Properties Commonly known as:

517 S 7th Street, Original City of Keokuk, R50' of lots 7 & 8, block 88

The sale will be conducted by sealed bids, for which the highest responsible bid will be accepted, and conveyance will be by Quit Claim Deed, with the property transferred in as-is condition. The City Council reserves the right to reject any and all bids.

All bids must be received no later than 2:00PM on November 2, 2023 . Public Hearing shall be held on the sale and successful bid at 5:30 PM on November 16, 2023 in the City Council Chambers, 501 Main Street, Keokuk, Iowa 52632.

Oral and written statements in support of, or in opposition to, this proposed sale may be made at the public hearing.

THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS AND TO REJECT ANY PROPOSED PURCHASE AGREEMENT.



COUNCIL ACTION FORM

Date: 10/5/2023

Presented By: Dennis

Subject: Certify designated city officer to sign notice Agenda Item: 18

Description:

Resolution designates City Clerk to sign notice to redeem from tax sale notice.

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 CERTIFYING A DESIGNATED CITY OFFICER TO SIGN
NOTICE TO REDEEM FROM TAX SALE**

WHEREAS, the City of Keokuk is the holder of a Tax Sale Certificate of Purchase for property at 727 Morgan Street, Keokuk, Iowa; and

WHEREAS, the City of Keokuk is required to serve a Notice to Redeem From Tax Sale; and

WHEREAS, Iowa Code Section 447.9(1) provides that a Resolution is required certifying a designated City Officer to sign said Notice.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK that the City Clerk is hereby designated as the City Official authorized to sign said Notice of Right to Redeem.

Passed & Approved this 5th day of October 2023.

K. A. Mahoney, Mayor

Attest: _____

Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: October 5, 2023

Presented By: Brian Carroll, PWD Bc

Subject: Campground Electric Box Deposit Fee Agenda Item: _____

Description:

On numerous occasions, city employees have had to run squatters off the campsites that were stealing electricity from the electrical boxes meant for campers. After discussion with the Keokuk Park & Recreation Advisory Board at their regular meeting on September 5, 2023, it was recommended to charge a \$20 deposit fee in addition to the standard camping fee, to use the electricity at the campgrounds. The camper will receive a key to unlock the electrical box once the deposit and camping fee is paid. The \$20 deposit fee will be returned to the camper once the key is returned.

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:

To establish a \$20 deposit fee in addition to the standard camping fees for access to the electrical boxes at the Hubinger Landing and Bank Street Campgrounds per recommendation of the Keokuk Park & Recreation Advisory Board.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____
TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION SETTING DEPOSIT FEE FOR
CAMPGROUND ELECTRICITY**

WHEREAS theft of electricity has been an ongoing problem at both Hubinger Landing and Bank Street Campgrounds; and

WHEREAS there is currently no way to prevent anyone from using the electricity at the campgrounds at any time; and

WHEREAS a recommendation was made by the Keokuk Park & Recreation Advisory Board to establish a deposit fee of \$20 in addition to the standard camping fees to have access to the electrical boxes; and

WHEREAS the \$20 key deposit fee will be returned to the camper as long as the key is returned prior to leaving campground.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a deposit fee in the amount of \$20 be set to obtain a key to access electricity at the Hubinger Landing and Bank Street Campgrounds.

PASSED, APPROVED, AND ADOPTED this 5th day of October 2023.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui



COUNCIL ACTION FORM

Date: October 2, 2023

Presented By: Broomhall

Subject: Review and approval of storage building for Saddle Club Agenda Item: 20

Description:

The Keokuk Saddle Club has submitted plans for a 24' x 32' storage building to be constructed on leased property at Joyce Park. Article 1, Section 1.13 below requires that written notice shall be provided to the City thirty days before the commencement of any alteration for review and to make any final determinations.

DEVELOPMENT OF NEW PERMANENT STRUCTURES. New permanent structures may be developed on the Leased Premises, where construction is permitted by Iowa Code and local ordinance for the educational and recreational uses permitted by the terms of this Lease, and with the written consent of the Lessor. Specific uses for which such structures may be developed include, but are not limited to, storage, shelter for animals, facilities for the training, riding, and showing of horses consistent with the mission of the Lessee's purpose, educational activities, recreational or other activities benefiting the local community, provided such uses are in compliance with all applicable public laws and regulations, including the Keokuk Municipal Code. Written notice shall be provided to the City thirty days before the commencement of any alterations to the City, to permit the City to review and consider the planned alterations before making any final determination or recommendations in connection therewith. The Lessee shall comply with any recommendations from the City, and shall comply with any standards provided by the City therefore.

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

Approved lease

Date

August 8, 2017

Recommendation:

Approve

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING CONSTRUCTION OF A STORAGE BUILDING
BY THE KEOKUK SADDLE CLUB ON LEASED LAND AT JOYCE PARK**

WHEREAS, on August 8, 2017, the City of Keokuk and The Keokuk Saddle Club entered into a long-term lease agreement for the use of land located in Joyce Park; and

WHEREAS, Article 1, Section 1.13 Development of New Permanent Structure states in part that “Written notice shall be provided to the City thirty days before the commencement of any alterations to the City, to permit the City to review and consider the planned alterations before making any final determination or recommendations in connection therewith. The Lessee shall comply with any recommendations from the City and shall comply with any standards provided by the City therefore.”

WHEREAS, The Keokuk Saddle Club has submitted plans to construct a 32’ x 24’ storage building for City Council review and approval; and

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

THAT proposed plans submitted by the Keokuk Saddle Club for construction of a storage building be hereby approved.

Passed & Approved this 5th day of October 2023.

K. A. Mahoney, Mayor

Attest: _____

Celeste El Anfaouoi, City Clerk



COUNCIL ACTION FORM

Date: October 2, 2023

Presented By: Broomhall

Subject: Amendment Sidewalk Cafe Admin Guide Agenda Item: 21

Description:

The City Council approved a permanent barrier (stone wall) for a sidewalk cafe for Lucky's Pub & Grub located at 528 Blondeau Street at a previous council meeting. The Sidewalk Cafe Administrative Guide required barriers to be a least three feet in height. Hal Hall, with Lucky's indicated that the wall was intended to be a seating wall and three feet would be to tall. Council members requested that the Sidewalk Cafe Administrative Guide be amended to allow some flexibility on barrier height. Proposed amendment is 24" to 36" with city council approving other heights in special circumstances.

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:

--

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AMENDING THE SIDEWALK CAFÉ ADMINISTRATIVE
GUIDE TO ADJUST BARRIER HEIGHT**

WHEREAS, Section 12.20.010 Definitions states that Administrative Guide for Sidewalk Cafes means a guide adopted, and amended from time to time, by resolution of the city council establishing rules and regulations relating to the application for the sidewalk café lease agreement, operation of a sidewalk café and fee schedule.

WHEREAS, the Keokuk City Council requested staff to amend barrier height requirements in the Sidewalk Café Administrative Guide to be more flexible.

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

THAT, barrier height where specified in the Sidewalk Café Administrative Guide shall be amended to read as follows, barrier no less than 24 inches or more than 36 inches in height or in special circumstance height may be approved by the Keokuk City Council.

Passed & Approved this 5th 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 2, 2023

RE: Administrator's Report

1. Roquette Pretreatment: Staff has discharge flow data for Roquette for August and September. The flows are forty to sixty thousand gallons a day. At these flows, a pretreatment permit will need to be issued and the city will need to begin billing for those flows. Additionally, staff has received all the data from Roquette's BMR. If there are loadings that are within controlled levels, Roquette will need to be billed for those as well.

Currently, Roquette is being billed \$728/month for sewer. Staff is unclear how this amount was reached, but it has been in place for many years. Using current flow data, the actual sewer charge to Roquette should be in the \$8,000 range. The Mayor and staff meet with Roquette officials to explain the data and billing, as well as to answer questions they had. It was agreed that the city will begin billing Roquette for the flows starting with September's readings. Billing for loadings will not occur until the BMR data is analyzed and a pretreatment permit finalized.

2. WPC Secretary Position: Arletta Lumetta will be retiring this fall and staff has been discussing her position and duties. The WPC has been without one operator due to cost saving measures. Staff would like to redistribute the secretary's duties to other staff and hire another operator. City Hall staff would assume duties for receiving and coding invoices, as well as sending invoices. Payroll duties will be shifted to the head operator. City Hall staff will be used to complete scanning of old files and continue with current files.

AGENDA
COUNCIL WORKSHOP
October 5, 2023
IMMEDIATELY FOLLOWING REGULAR MEETING

1. SIDC First Floor Build Out.