

**AGENDA
COUNCIL WORKSHOP
November 21, 2019
5:30 P.M.**

- (1) LCEDG annual update.
- (2) Roquette Twin Rivers Dr Request.
- (3) Review council meeting agenda.



ROQUETTE
Offering the best of nature™

Dear Cole,

November 13th, 2019

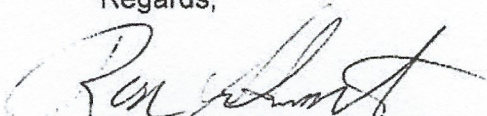
Roquette America, Inc. (RAI) wishes to limit the traffic on a portion of Twin Rivers Drive (TRD). This portion would start approximately 686 feet east of the railroad bridge on TRD and extend to the downriver entrance to RAI's plant and be limited to parties who have a purpose for being in the area. This would include the City of Keokuk, KJRY, BNSF, Alliant Energy and RAI customers/vendors.

TRD is a dead end at the downriver entrance to RAI's plant and does not connect to any other City street. By limiting traffic to only those parties with a business purpose for using the street, the adjacent RAI property on the riverside of TRD will no longer be used as a public dumping ground or place for the public to loiter and/or have small fires. It would also create a safer street by removing unnecessary traffic from co-mingling with heavy semi-truck traffic.

In order to facilitate this request, RAI will establish at its sole cost, a security gate that will ensure only authorized traffic will utilize TRD.

RAI is requesting that the City of Keokuk agree to limit traffic on TRD to the parties named above and authorize RAI to construct and maintain a security gate to manage that traffic.

Regards,



Flint Peyton & Ron Schmitt



KEOKUK PLANT
1003 S 5TH STREET
KEOKUK IA 52632
TEL (319) 524-5757

GURNEE PLANT
1550 NORTHWESTERN AVENUE
GURNEE IL 60031-2392
TEL (847) 249-5950 FAX (847) 578-1024

INNOVATION CENTER
2211 INNOVATION DRIVE
GENEVA IL 60134
TEL (630) 469-9430 FAX (630) 232-2157

ROQUETTE MEXICO, S.A. DE C.V.
BLVD BERNARDO QUINTANA
9750 OF 321
FRACC CENTRO SUR
QUERETARO QRO
CP 76090 MEXICO
TEL + 11 52 44 22 29 12 70

AGENDA
CITY COUNCIL MEETING
November 21, 2019
500 N. 20th Street
6:30 P.M.

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the Council Workshop & regular City Council meeting of November 21, 2019;
 - Cash Receipts & Treasurer's Report for October 2019;
 - Minutes of the Civil Service Commission meeting of November 14, 2019;
 - Certified list of eligible candidates for promotion at the Fire Department;
 - Minutes of the Safety Committee Meeting of November 19, 2019;
 - Resolution approving a Liquor License for Hy-Vee Art Center Fundraiser, 300 Main Suite 480, effective November 21, 2019 (5-day term) – Class C Liquor License with Class B Native Wine Permit);
 - Resolution approving a Liquor License for Pizza Hut, 3338 Main Street, effective December 20, 2019 – Class B Beer Permit (includes Wine Coolers) with Sunday Sales;
 - Resolution approving a Liquor License for Joystix, 714 Main Street, effective December 2, 2019 – Class B Beer Permit (includes Wine Coolers) Pending Dram & Fire inspection;
 - Motion to pay bills and transfers listed in Register No.'s 5106-5108;
7. (a) Public hearing for the sale of City owned real estate along the riverfront. A public hearing notice was published in the Daily Gate City on November 15, 2019.

(b) Consider resolution selling of City owned real estate along the riverfront. Council form
8. Consider resolution approving the 2018-2019 Urban Renewal Report.
9. Consider resolution certifying expenses incurred by the City for payment under Iowa Code Section 403.19.
10. Consider resolution acknowledging the Abstract of Votes for the November 5, 2019 City Election.
11. Motion to approve a selected consulting firm for five-year period to assist in planning, design and construction of projects at the Keokuk Municipal Airport.
12. Boards & Commissions.
13. Staff Reports:
14. New Business:
15. Adjourn meeting.

MEETING MINUTES
COUNCIL WORKSHOP
November 7, 2019
5:30pm

Present: O'Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant, Dunek.

Absent: Moore

Staff Present: Richardson, O'Donnell, Ludwig, Bouselot, Hinton

- 1) Entered Closed Session at 5:30pm to discuss strategy relating to negotiations of collective bargaining agreements in accordance with Iowa Code Sec. 20.17 (3).
- 2) Returned to Open Session at 6:22 p.m.
- 3) Adjourn at 6:22 p.m.

MINUTES
CITY COUNCIL MEETING
November 7, 2019
500 N. 20th Street
6:30 P.M.

The City Council of the City of Keokuk met in regular session on November 7th at 6:30 p.m. at 500 N. 20th Mayor Thomas L. Richardson, called the meeting to order. There were eight council members present, one absent. Mike O'Connor, Ron Payne, Devon Dade, John Helenthal, Larry Mortimer, Michael Greenwald, Roger Bryant and Susan Dunek were present. Mike Moore was absent. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Jean Ludwig, Public Works Director Mark Bousset and Community Development Director Pam Broomhall.

MAYOR'S CORRESPONDENCE: Asked for volunteers for City of Christmas, announced Veteran's Day services, noted Donations for Nora through Keokuk Area Community Foundation is a way to make tax exempt donations for road repairs in Oakland Cemetery.

Motion made by Helenthal, Second by Bryant to approve the agenda, including the consent agenda. (8) AYES, (0) NAYS. Motion carried.

- Minutes of the Council Workshop & regular City Council meeting of October 17, 2019;
- Cash Receipts & Treasurer's Report for September 2019;
- Minutes for the Civil Service Commission of October 26, 2019;
- Certified list of entry level candidates for the Keokuk Police Department;
- **RESOLUTION NO. 346-19:** Approving a Liquor License for Dr. Get Wells Bar & Grill, 1100 Main Street, effective November 24, 2019 – Class C Liquor License with Catering Privilege, Outdoor Service & Sunday Sales (pending dram & fire inspection);
- Motion to pay bills and transfers listed in Register No.'s 5102-5105;

Old business:

Tabled Item: Ordinance amending the City of Keokuk, Iowa, code of ordinances by amending Chapter 11.04 – Oakland Cemetery.

Motion made by Greenwald, Second by Mortimer to remove from table. (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Bryant to approve the initial reading of Ordinance amending the City of Keokuk, Iowa, code of ordinances by amending Chapter 11.04 – Oakland Cemetery.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by O’Connor, Second by Dunek to waive the second and third/final reading of Ordinance amending the City of Keokuk, Iowa, code of ordinances by amending Chapter 11.04 – Oakland Cemetery.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Mortimer to adopt and give final approval of **ORDINANCE NO. 2001** amending the City of Keokuk, Iowa, code of ordinances by amending Chapter 11.04 – Oakland Cemetery. (8) AYES, (0) NAYS. Motion carried.

New Business:

Mayor Richardson opened the public hearing at 6:38 p.m. for receipt of bids to repair side wall on City owned property located at 625 Main Street. A public hearing notice was published in the Daily Gate City on October 25, 2019.

COMMENTS: Broomhall recommended accepting the lowest bid from Custom Brick and Stone with possible change orders when wall coverings are removed.

There was more discussion regarding preserving buildings on Main.

No further comments were received. Mayor Richardson closed the public hearing at 6:41 p.m.

Motion made by O’Connor, Second by Helenthal to approve the following proposed **RESOLUTION NO. 347-19:** “A RESOLUTION ACCEPTING THE BID TO REPAIR SIDE WALL ON CITY OWNED PROPERTY LOCATED AT 625 MAIN STREET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Bryant to approve the second reading of an ordinance rescinding Chapter 2.84 of the Keokuk Municipal Code relating to the Barge Commission.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Helenthal to waive the third/final reading of an ordinance rescinding Chapter 2.84 of the Keokuk Municipal Code relating to the Barge Commission.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Mortimer to adopt and give final approval of **ORDINANCE NO. 1999** rescinding Chapter 2.84 of the Keokuk Municipal Code relating to the Barge Commission (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Helenthal to approve the second reading of an ordinance for a stop sign on Bank at South 21st Street.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Dade to waive the third/final reading of an ordinance for a stop sign on Bank at South 21st Street.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Mortimer to adopt and give final approval of **ORDINANCE NO. 2000** for a stop sign on Bank at South 21st Street. (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Mortimer to approve the initial reading of an ordinance amending Section 9.22.020 dealing with load limits.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Bryant to waive the second and third/final reading of an ordinance amending Section 9.22.020 dealing with load limits.

ROLL CALL VOTE: (8) AYES – O’Connor, Payne, Dade, Helenthal, Mortimer, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Motion made by Dunek, Second by Bryant to adopt and give final approval of **ORDINANCE NO. 2002** amending Section 9.22.020 dealing with load limits. (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Helenthal approve the following proposed **RESOLUTION NO. 348-19**: “A RESOLUTION AMENDING AND CORRECTING KEOKUK CITY COUNCIL RESOLUTION NO. 13-18 THAT VACATED AND DISPOSED OF THE ALLEY IN BLOCK 41, REIDS ADDITION IN THE CITY OF KEOKUK, LEE COUNTY TO ROQUETTE AMERICA, INC.” (8) AYES, (0) NAYS. Motion carried. (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Dunek to approve the following proposed **RESOLUTION NO. 349-19**: “A RESOLUTION AMENDING AND CORRECTING KEOKUK CITY COUNCIL RESOLUTION NO. 63-18 THAT VACATED AND DISPOSED OF A PORTION OF WILLIAM STREET BETWEEN BLOCKS 24 AND 41, AND B AND C STREETS IN REIDS ADDITION IN THE CITY OF KEOKUK, LEE COUNTY, IOWA TO ROQUETTE AMERICA, INC.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, Second by Dunek to approve the following proposed **RESOLUTION NO. 350-19**: “A RESOLUTION APPROVING THE 2019 ANNUAL FINANCE REPORTS.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, Second by Greenwald to approve the following proposed **RESOLUTION NO. 351-19**: “A RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE MAIN STREET PROGRAM IN THE CITY OF KEOKUK, IOWA.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, Second by Helenthal to approve the following proposed **RESOLUTION NO. 352-19**: “A RESOLUTION SETTING A DATE FOR A PUBLIC HEARING FOR THE SALE OF CITY OWNED REAL ESTATE ALONG THE RIVERFRONT.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, Second by Dade to have the City Council Code Revision review and amend code for drive through window on the west alley side of 17 N. 4th Street. (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, Second by Dunek to approve the Mayor’s nominations to the Boards & Commissions.

Motion made by Helenthal, Second by Mortimer to approve the Council’s nominations to the Boards & Commissions.

STAFF REPORTS: O’Donnell reported on the following: SID Center, Wage & Benefit Study, Budget Workshop and Sewer Rate Analysis.

NEW BUSINESS: Citizen asked if the City will consider allowing ATV type vehicles in town. The Mayor said it may be addressed in the future.

There being no further business, Mayor Richardson adjourned the meeting at 7:16 p.m.

**CASH RECEIPTS FOR THE MONTH OF
OCTOBER, 2019**

General Fund	\$	1,258,587.20
Road Use Tax	\$	133,994.71
Employee Benefit Totals	\$	972,649.48
Emergency Tax Levy Fund Total	\$	34,022.21
Sales Tax Infrastructure	\$	99,581.92
Tax Increment Financing Total	\$	574,252.88
Economic Development Total	\$	95,103.03
Park Maint & Improvement Reserve Total	\$	1,707.48
Library Trust Funds Total	\$	62.58
Debt Service Total	\$	250,860.84
Roquette Building Total	\$	220,918.57
Capital Project Total	\$	5,383.75
Non-Expendable Trust Fund Total	\$	1,000.00
WPC Maint. & Operation Total	\$	364,080.38
WPC Reserve Total	\$	18.50
Sewer Improvement Reserve Total	\$	5,000.00
CDBG Sewer Point Repair Project Total	\$	57,877.00
Solid Waste Fund Total	\$	66,432.38
Municipal BridgeTotal	\$	27,565.00
Internal Service Fund Total	\$	17,633.25
TOTAL	\$	4,186,731.16

**TREASURER'S REPORT
CALENDAR 10/2019, FISCAL 4/2020**

HOL FUND#	TITLE	LAST REPORT ON HAND	EXPENSES	REVENUE	BALANCE
001	GENERAL	81,218.81	836,747.67	1,258,587.20	503,071.62
110	ROAD USE TAX	2,323,564.60	142,114.77	133,994.71	2,315,444.54
112	EMPLOYEE BENEFITS	1,100,810.35	.00	972,649.48	2,073,459.83
119	EMERGENCY TAX LEVY FUND	17,960.06	.00	34,022.21	51,982.27
121	SALES TAX - HUMAN DEV	40,872.81	.00	9,958.19	50,831.00
122	SALES TAX - INFRASTRUCT	436,509.93	.00	39,832.77	476,342.70
123	50% SALES TAX-PROP TAX	111,450.78	.00	49,790.96	161,241.74
125	TAX INCREMENT FINANCING	67,028.03	9,096.30	574,252.88	632,184.61
160	ECONOMIC DEVELOPMENT	129,433.75-	6,654.77	95,103.03	40,985.49-
182	SWIM POOL RESERVE	1,070.00	.00	.00	1,070.00
183	GRAND THEATRE RESERVE	1,051.17	.00	.00	1,051.17
184	MARY E TOLMIE FUND	81,873.04	.00	.00	81,873.04
185	PARK MAINT & IMPROV RES	313,204.60	.00	1,707.48	314,912.08
186	LIBRARY TRUST FUNDS	52,697.77	328.24	62.58	52,432.11
187	PUBLIC WORKS EQUIP RESE	12,800.78	.00	.00	12,800.78
200	DEBT SERVICE	538,323.79	137,365.00	250,860.84	651,819.63
301	CAPITAL PROJECTS	464,179.14	705,400.35	.00	241,221.21-
302	RIVERFRONT BARGE PROJEC	317,613.17	.00	.00	317,613.17
303	ROQUETTE BUILDING	752,494.59	333,065.04	220,918.57	640,348.12
304	CAPITAL PROJECT	10,695.75-	.00	5,383.75	5,312.00-
500	NON-EXPENDABLE TRUST FU	476,807.49	.00	1,000.00	477,807.49
610	WPC MAINT & OPERATION	3,749,498.84	221,917.05	364,080.38	3,894,308.46
611	WATER POL CONTROL RESER	92,913.07-	.00	18.50	92,894.57-
612	SEWER MAINTENANCE RESER	15,628.03	119,895.00	.00	104,266.97-
613	WATER POL CONTR CAP PRO	.00	.00	.00	.00
614	SEWER IMPROVEMENT RESER	2,982,927.56-	175,157.99	5,000.00	3,153,085.55-
617	CDBG SWR POINT REPAIR P	1,099,342.40	.00	57,877.00	1,157,219.40
670	SOLID WASTE FUND	85,085.09	61,963.61	66,432.38	89,553.86
671	SOL WAS EQUIP REPLACE R	.00	.00	.00	.00
672	CAP PROJ-REMEDIATION ACTIO	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,863,009.21	22,641.35	27,565.00	2,867,932.86
810	INTERNAL SERVICE FUND	6,374.53	49,185.27	17,633.25	25,177.49-
Report Total		11,794,498.88	2,821,532.41	4,186,731.16	13,162,357.20

**KEOKUK CIVIL SERVICE COMMISSION
MEETING MINUTES
NOVEMBER 13, 2019
4:15pm
CITY OFFICES, 601 MAIN STREET, SUITE 3**

ROLL CALL – PRESENT: Commissioners Chad Campbell and Lisa Jeffers, Fire Chief Gabe Rose, City Clerk Jean Ludwig.

Chief Rose stated the Fire Department held promotional exams for the position of Assistant Chief on October 30, 2019. Former Fire Chief Mark Wessell was the facilitator for the exam. He explained how the test is administered and scored. Four employees of the Fire Department took the exam – Marc Davis, Stacey Johnston, Ed Love and Rick Marlin. All four employees passed the exam. Test results were reviewed by the commissioners.

Motion by Jeffers, second by Campbell to approve a certified list of candidates for the position of Assistant Chief of the Keokuk Fire Department to include the above-named candidates.

Motion by Jeffers, second by Campbell to adjourn the meeting at 4:23pm

Respectfully submitted by Jean Ludwig, Clerk for the Keokuk Civil Service Commission.

**CIVIL SERVICE COMMISSION
CITY OF KEOKUK
NOVEMBER 13, 2019**

As a result of the Fire Department promotional examination conducted October 30, 2019, the Keokuk Civil Service Commission hereby submits the following as eligible for promotion in alphabetical order:

MARC DAVIS

STACEY JOHNSTON

ED LOVE

RICK MARLIN

Dated at Keokuk, Iowa this 13th day of November, 2019.


Chad Campbell, Chairman
Keokuk Civil Service Commission

CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Tuesday, November 19, 2019
8:30AM

Meeting called to order at 8:30 am.

In Attendance: O'Donnell, Mortimer, Boussetot, Reiter, Schmitt, Weirather, Johnson, Weis, Ludwig

Ludwig read the minutes from the September meeting. (October meeting was cancelled) No corrections or additions were noted and a motion to approve was made by Johnson, second by Weirather. Motion approved.

OLD BUSINESS:

After discussion, O'Donnell recommended more research on the Silica Policy that was presented in September.

Have SCC work on a Job Hazard Analysis when Silica is complete.

Sanitation Dept. building security system contract with Per Mar was signed. Install will be mid-December

The hoop building is complete and in use.

Pool pit cover has not yet been completed. Keokuk Contractors has been contacted to work on the project and they have access to the building.

NEW BUSINESS:

No near misses were reported since the last meeting, but O'Donnell would like employees to report even minor injuries, so we have a first report of injury on file. This will allow the city and IMWCA to be made aware in case a minor injury turns into something bigger. Employees may report to their supervisor, call Company Nurse, or have their supervisor call Company Nurse.

One Company Nurse Report made since the last meeting.

Safety Training for October was Hearing Conservation and November was Fall Protection. O'Donnell would like first aid to be added to the training schedule.

Ludwig commented that she feels the Safety Committee should focus on employee safety, and not Public Works type of issues such as sidewalk repairs and construction projects. Johnson did ask about stop signs put up when stop lights are out of order. He feels they should be more visible.

O'Donnell asked about fire extinguishers in vehicles. Boussetot said they are kept at Vehicle Maintenance and are supposed to be in all city vehicles.

Boussetot reported that he is working on grant funding to get ice cleats for employees that work outdoors. He is gathering shoe sizes and should be ordering soon. He contacted Fire Chief Rose and they do not want them. Officer Mortimer said she will ask Police Chief Hinton about participating.

SET THE DATE for the next meeting: Tuesday, December 17, 2019 at 8:30am in the conference room at city offices.

MOTION TO ADJOURN by O'Donnell, second by Weirather. Meeting adjourned at 8:40am
Submitted by Jean Ludwig, City Clerk.

RESOLUTION NO.

WHEREAS, Application has been made by Hy-Vee, Inc. for a Class C Liquor License with Class B Native Wine Permit for Hy-Vee Art Center Fundraiser, 300 Main Street Suite 480; **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, Hy-Vee, Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Class B Native Wine Permit for Hy-Vee Art Center Fundraiser, 300 Main Street Suite 480, effective, November 21, 2019 (5-day term), be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 21st day of November, 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

RESOLUTION NO.

WHEREAS, Application has been made by Summit Pizza, Inc. for a Class B Beer Permit (includes Wine Coolers) with Sunday Sales for Pizza Hut, 3338 Main Street; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Summit Pizza has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class B Beer Permit (includes wine coolers) with Sunday Sales for Pizza Hut, 3338 Main Street, effective, December 20, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 21st day of November, 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

RESOLUTION NO.

WHEREAS, Application has been made by Peter Joy for a Class B Beer Permit (includes Wine Coolers) for Joystix, 714 Main Street; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Peter Joy has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class B Beer Permit (includes wine coolers) for Joystix, 714 Main Street, effective, December 2, 2019, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 21st day of November, 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF NOVEMBER 21, 2019.

REGISTER NO. 5106

ALTORFER INC.	PARTS	\$	437.54
AMI PIPE & SUPPLY	SUPPLIES	\$	81.70
BEARING HEADQUARTERS CO.	PARTS	\$	200.27
KEOKUK MUNICIPAL WATER WORKS	SEWER/GARBAGE BILLING	\$	1,865.00
GATE CITY PUBLISHING	PUBLICATIONS	\$	475.00
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$	325.00
JIM BAIER, INC	RETURN CREDIT	\$	(761.48)
KEOKUK HOMESTORE	SUPPLIES	\$	138.97
RIVER CITY PARTS, INC.	PARTS	\$	121.87
LAWSON PRODUCTS, INC.	SUPPLIES	\$	290.24
J & S ELECTRONICS BUSINESS,INC	MAINTENANCE AGREEMENT	\$	149.67
IDEAL READY MIX COMPANY, INC	CONCRETE	\$	578.25
ELECTRONIC APPLICATIONS CO.INC	LABOR/INSTALL PD VEHICLE	\$	180.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$	997.00
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$	1,229.68
ALLIANT	ELECTRIC BILL	\$	25,174.95
CENTURY LINK	SERVICE	\$	662.96
PRINCIPAL LIFE INSURANCE CO.	DISABILITY/ LIFE INS.	\$	1,034.19
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$	18,325.35
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$	23.21
G WORKS	ANNUAL LICENSE/SUPPORT	\$	10,811.92
MEYERS PLUMBING	LABOR	\$	195.00
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	\$	725.00
MID-AMERICAN RESEARCH CHEMICAL	SUPPLIES	\$	393.87
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$	893.44
RESERVE ACCOUNT	REFILL POSTAGE	\$	500.00
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$	3,765.10
SOUTHEASTERN COMMUNITY COLLEGE	CLASSES	\$	658.00
GOODYEAR AUTO SERVICE CENTER	TIRES	\$	810.00
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$	107.88
TREASURER STATE OF IOWA	WPC SALES TAX	\$	3,408.00
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$	45,705.01
HILL PRINTING	LETTERHEAD	\$	476.86
HY-VEE, INC.	FUEL	\$	9.12
C. H. MCGUINNESS CO., INC.	LABOR/MATERIALS/TRAVEL	\$	1,665.49
R.L. HOENER COMPANY	LABOR/MATERIAL/TRAVEL	\$	307.75
SECRETARY OF STATE	NOTARY PUBLIC	\$	30.00
SEIRPC	HOUSING GRANT	\$	8,460.00
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$	134.43
RAIRDEN AUTO SALVAGE, INC.	TOWING SERVICE	\$	250.00
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$	343.24

REGISTER NO. 5107

YOUNGGREN SHOES	SAFETY BOOTS	\$	120.00
NIEMANN FOODS, INC./ACE	SUPPLIES	\$	214.14
IOWA PRISON INDUSTRIES	SIGNS	\$	54.85
CUSTOM BRICK & STONE CO., INC.	LABOR/MATERIALS	\$	9,890.00
U.S. CELLULAR	CELL PHONE SERVICE	\$	559.42
POEPPING, STONE, BACH ASSOC.	PROFESSIONAL SERVICES	\$	1,578.78
USA BLUE BOOK	WPC SUPPLIES	\$	165.58
B-PRIME STAGE SOUND & LIGHTING	LABOR @ GRAND	\$	105.00
REECE'S HEATING & AIR	SERVICE CALL	\$	279.46
PAUL S. KELLY SR.	LABOR/PARTS	\$	230.18
XEROX CORPORATION	LEASE AGREEMENT	\$	299.73
WISS & WISS EQUIPMENT INC.	PARTS/FREIGHT	\$	339.83
WAL-MART COMMUNITY/GECRB	LIBRARY SUPPLIES	\$	269.03
TOTAL SOLUTIONS, INC.	OFFSITE BACKUP	\$	730.91
SNAP-ON TOOLS	PARTS	\$	33.00
BNSF RAILWAY COMPANY	LEASE 2019/20	\$	1,293.12
POLYDYNE, INC.	POLYMER - WPC	\$	4,666.24
O'REILLY AUTOMOTIVE INC.	PARTS	\$	1,500.07
SCHIMBERG CO.	PARTS/MATERIALS	\$	69.48
WELLS-WAY CARPET CLEANING	LIBRARY CLEANING	\$	1,300.00
EAGLE ENGRAVING, INC.	FIRE DEPT ID TAG/FREIGHT	\$	21.00
MEDIACOM	SERVICE	\$	593.62
FT. MADISON COMMUNITY HOSPITAL	MEDICAL SERVICES	\$	30.00
GRAINGER	PARTS/FREIGHT	\$	59.90
SERVICEMASTER OF FT.MADISON	JANITORIAL SERVICE @ POLICE PD	\$	429.92
SANDRY FIRE SUPPLY, L.L.C.	PARTS/MATERIALS	\$	174.95
MUNICIPAL EMERGENCY SERVICES	PARTS/MATERIALS	\$	469.25
EMSLRC	BLS CARD	\$	8.00
GARY L. PFEIFERLING	POLICE VEHICLE CLEANING	\$	440.00
LEXISNEXIS RISK SOLUTIONS	POLICE DEPT ACCOUNT	\$	130.46
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$	189,620.78
LEE COUNTY TREASURER	TAXES	\$	4.00
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$	14.90
STACEY JOHNSTON	REIMBURSE FIRE DEPT PURCHASE	\$	49.50
NSI LAB SOLUTIONS	LAB SUPPLIES	\$	71.00
DRAKE-SCRUGGS EQUIPMENT, INC.	LABOR/MATERIALS/TRAVEL	\$	639.90
A.C. McCARTNEY EQUIPMENT INC.	PARTS	\$	226.26
CARD SERVICES	CARD SERVICES	\$	33.40
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$	248.51
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$	214.50
WEST CENTRAL FS INC.	BULK FUEL	\$	18,679.80
KLINGNER & ASSOCIATES, P.C.	PROFESSIONAL SERVICES	\$	12,174.70
IOWA DOT	RECERTIFICATION COURSES	\$	360.00
ADVANCED PHYSICAL THERAPY &	MEDICAL SERVICES	\$	60.00
VERIZON WIRELESS	CELL PHONE SERVICE	\$	860.47

REGISTER NO. 5108

BERGMAN FARM SUPPLY, INC.	EQUIPMENT/SUPPLIES	\$	7,753.00
RELIANT FIRE APPARATUS, INC.	PARTS/SUPPLIES/FREIGHT	\$	55.53
JERRY HERR	REIMBURSE GRAND THEATER SUPPLY	\$	33.85
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$	66.90
DOUG SEABOLD	REIMB. TOOL ALLOWANCE	\$	399.00
IAAI	MEMBERSHIP	\$	100.00
CLARK EQUIPMENT CO.	PARTS	\$	1,766.28
DIANNE STANLEY	REIMBURSE GRAND PURCHASE	\$	15.05
INTERSTATE BILLING SERVICE,INC	PARTS	\$	138.24
JEFFREY JOE HERR	SECURE PROPERTIES	\$	350.00
LIGHTEDGE SOLUTIONS INC	MANAGED SECURITY	\$	175.00
CELLEBRITE, INC.	POLICE DEPT RENEWAL	\$	3,700.00
TSS	RANDOM DRUG TESTING SERVICES	\$	65.00
ICONNECTYOU	SERVICE	\$	250.00
IDENTIFIX INC	SUBSCRIPTION RENEWAL	\$	1,428.00
FP MAILING SOLUTIONS	LIBRARY POSTAGE METER	\$	88.95
QUINCY MEDICAL GROUP	MEDICAL SERVICES	\$	177.90
IMPACT7G	CONSULTANT PROGRAM	\$	225.00
MIDWEST INDUSTRIAL SERVICES	MATERIALS	\$	75.00
NORTHERN TOOL & EQUIPMENT	PARTS/MATERIALS/FREIGHT	\$	51.37
STERICYCLE COMSOL	ANSWERING SERVICE	\$	359.73
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$	127.74
DAILY GATE CITY	RENEWAL	\$	101.00
ENGINEERED EQUIPMENT SOLUTIONS	PARTS/EQUIPMENT/FREIGHT	\$	2,537.21
MSE	PORTABLE TOILET RENTAL	\$	561.00
KEOKUK BROADCASTING, INC.	ADVERTISING	\$	299.70
JAMES F. DENNIS LAW FIRM	PROFESSIONAL SERVICES	\$	4,950.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	300.00
JEREMIAH BOLLIN	MOWING VARIOUS PROPERTIES	\$	550.00
UMB BANK, N.A.	PRINCIPAL/INTEREST LOANS	\$	696,705.00
UMB BANK, N.A.	LOAN FEES	\$	250.00
UMB BANK, N.A.	LOAN FEES	\$	250.00
UMB BANK, N.A.	LOAN FEES	\$	250.00
LG PLAYGROUND LLC	PARK BENCH	\$	1,787.00
ATI	PARTS/SUPPLIES/FREIGHT	\$	209.12
ROMAINE ELECTRIC	PARTS/SUPPLIES	\$	2,988.84
JAMES BURTON	REIMBURSE T-SHIRTS	\$	54.00
			\$ 1,109,687.53



COUNCIL ACTION FORM

Date: November 18, 2019

Presented By: Broomhall

Subject: Dispose of city property Portion#044521352570060 Agenda Item: _____

Description:

Roquette America offered \$5,300.00 for a portion of parcel 044521352570060, this includes cost to survey to divide the parcel. The existing parcel consist of 0.52 acres (22,651s.f.), the portion being sold to Roquette is the west end of the parcel consisting of 3,174 s.f.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

RESOLUTION NO. _____

A RESOLUTION ACCPETING OFFER AND DISPOSING OF A PORTION OF CITY OWNED PROPERTY, PARCEL # 044521352570060

WHEREAS, Roquette America, Inc has offered to purchase 3,174 sq. ft. of the following city owned parcel #044521352570060 for five-thousand three hundred dollars (\$5,300.00) which includes survey cost to divide property; and

WHEREAS, a public hearing on the sale of said property has been held; and

WHEREAS, said property has been appraised with said offer being of fair market value.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, accept said offer and authorizes the sale of said portion of parcel #044521352570060 to Roquette America, Inc. for five-thousand three hundred dollars and no cents (\$5,300.00).

Passed this 21st day of November, 2019.

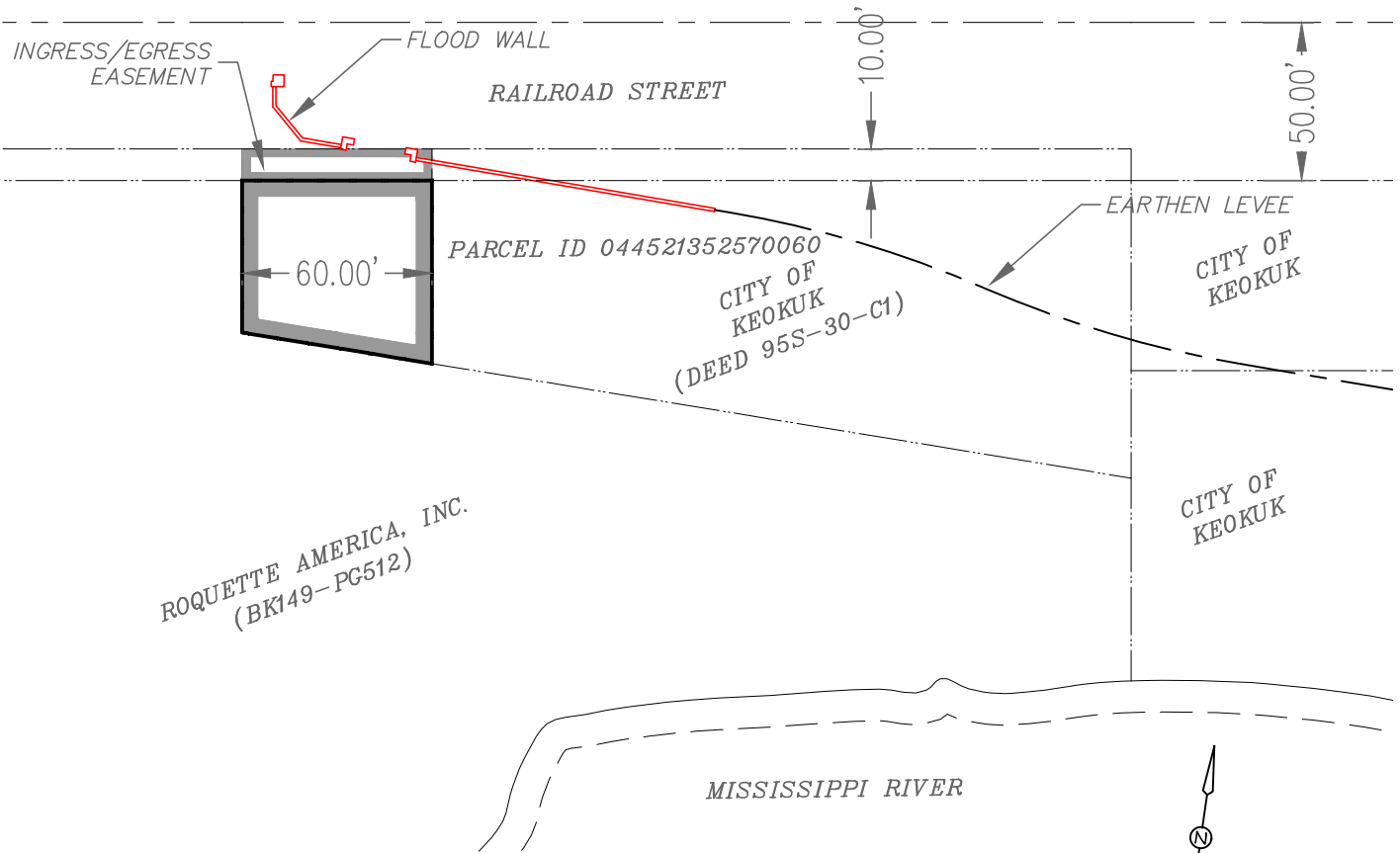
Thomas L. Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk

Index Legend

Description: Survey Exhibit Auditor's Parcel ""
 Location: SE 1/4, Section 35 - T65N - R5W - Keokuk, IA
 Requestor: City of Keokuk, IA
 Proprietor: City of Keokuk & Roquette America, Inc.
 Surveyor: Thomas Anthony, L.L.S.
 Surveyor Company: Shoemaker & Haaland, P.E.
 Return To: 160 Holiday Road, Coralville, IA 52241 (319) 351-7150

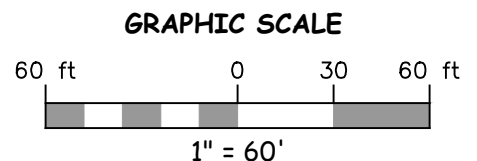
FOR RECORDER'S USE



LEGAL DESCRIPTION - PARCEL "XXX"

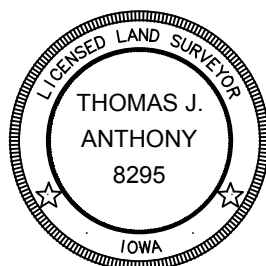
A portion of Parcel ID 044521352570060 Recorded at 95S-30-C1 in the Lee County Recorder's Office, Keokuk, IA, described as follows:

The West 60 feet of the above said parcel except the North 10 feet. Containing 3,174 square feet.



LEGEND

- CENTERLINE
- EASEMENT
- DESCRIBED PROPERTY LINE
- EXISTING PROPERTY LINE



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.

Thomas J. Anthony Date
 My license renewal date is December 31, 2020
 Pages or sheets covered by this seal: Sheet 1 of 1

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

PRELIMINARY

DWN.: BMC SURVEY DATE(S):
 CHK.: TJA PLAT DATE:
 SCALE: REV. DATE:
 FIELD BK:

SHPE JOB #19417

SHEET 1 OF 1



COUNCIL ACTION FORM

Date: November 14, 2019

Presented By: O'Donnell/Ludwig

Subject: Annual Urban Renewal Report Agenda Item: _____

Description:

Annual Urban Renewal must be approved by the Council and filed with the State of Iowa by December 1 each year.

FINANCIAL

Is this a budgeted item? YES _____ NO x _____

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

RESOLUTION NO. _____

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

THAT, the 2018-2019 Annual Urban Renewal Report be approved.

Passed this 21st day of November, 2019.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

Annual Urban Renewal Report, Fiscal Year 2018 - 2019

Levy Authority Summary

Local Government Name: KEOKUK
 Local Government Number: 56G533

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
AMENDED TWIN RIVER UR	56301	5

TIF Debt Outstanding: 13,508,577

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:	50,172	0	Amount of 07-01-2018 Cash Balance Restricted for LMI
---	---------------	----------	---

TIF Revenue:	1,277,043
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	714
Asset Sales & Loan Repayments:	0
Total Revenue:	1,277,757

Rebate Expenditures:	9,922
Non-Rebate Expenditures:	1,269,916
Returned to County Treasurer:	0
Total Expenditures:	1,279,838

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:	48,091	0	Amount of 06-30-2019 Cash Balance Restricted for LMI
---	---------------	----------	---

**Year-End Outstanding TIF
 Obligations, Net of TIF Special
 Revenue Fund Balance: 12,180,648**

Urban Renewal Area Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR
 UR Area Number: 56301

UR Area Creation Date: 07/1990

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
KEOKUK CITY/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT	56067	56068	26,333,941
KEOKUK CITY AG/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT	56069	56070	0
KEOKUK CITY/KEOKUK SCH/KEOKUK SR HOUSING UR TIF INCREMENT	56111	56112	934,143
KEOKUK CITY/KEOKUK SCH/DOWNTOWN KEOKUK UR TIF INCREMENT	56117	56118	2,308,749
KEOKUK CTIY/KEOKUK SCH/NORTH MAIN STR KEOKUK UR INCREMENT	56141	56142	2,526,525

Urban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,388,780	22,544,701	36,620,360	0	-25,928	63,597,417	0	63,597,417
Taxable	0	1,884,882	20,290,234	32,958,324	0	-25,928	55,949,750	0	55,949,750
Homestead Credits									44

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018: **50,172** **0** **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 1,277,043
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 714
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,277,757

Rebate Expenditures: 9,922
 Non-Rebate Expenditures: 1,269,916
 Returned to County Treasurer: 0
Total Expenditures: 1,279,838

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019: **48,091** **0** **Amount of 06-30-2019 Cash Balance Restricted for LMI**

Projects For AMENDED TWIN RIVER UR

Aquatic Center

Description:	New Aquatic Center
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Waste Water Treatment Plant and Sewer Improvements

Description:	Plant and Sewer System improvements
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

2009-2010 Street Projects

Description:	Street Resurfacing
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2010 Streets and Refunding

Description:	Finish 2010 Street Projects
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Grand Avenue Street Project

Description:	New Street from 4th to 15th & Grand Avenue
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Administrative Expenses

Description:	Administrative Expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Economic Development

Description:	Economic Development
Classification:	Commercial-Medical
Physically Complete:	Yes

Payments Complete: No

Historic Eagles Building

Description: Downtown Renovation
Commercial - apartment/condos (residential use, classified commercial)
Classification:
Physically Complete: Yes
Payments Complete: No

Debts/Obligations For AMENDED TWIN RIVER UR

2016A GO Issue Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,430,000
Interest:	311,652
Total:	2,741,652
Annual Appropriation?:	No
Date Incurred:	06/16/2016
FY of Last Payment:	2030

2016B GO Issue Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,955,000
Interest:	525,075
Total:	4,480,075
Annual Appropriation?:	No
Date Incurred:	06/16/2016
FY of Last Payment:	2029

2013C GO Issue Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,100,000
Interest:	169,049
Total:	2,269,049
Annual Appropriation?:	No
Date Incurred:	04/04/2013
FY of Last Payment:	2026

2013D GO Issue Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,000,000
Interest:	599,200
Total:	3,599,200
Annual Appropriation?:	No
Date Incurred:	04/04/2013
FY of Last Payment:	2033

Administrative Expenses

Debt/Obligation Type:	Other Debt
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	07/01/2016
FY of Last Payment:	2017

Economic Development Grant

Debt/Obligation Type:	Other Debt
Principal:	379,601
Interest:	0
Total:	379,601
Annual Appropriation?:	No
Date Incurred:	07/01/2016
FY of Last Payment:	2017

Historic Eagles Building Rebate

Debt/Obligation Type:	Other Debt
Principal:	39,000
Interest:	0
Total:	39,000
Annual Appropriation?:	No
Date Incurred:	07/01/2016
FY of Last Payment:	2022

Non-Rebates For **AMENDED TWIN RIVER UR**

TIF Expenditure Amount:	282,875
Tied To Debt:	2013C GO Issue Refunding
Tied To Project:	Aquatic Center

TIF Expenditure Amount:	200,000
Tied To Debt:	2016A GO Issue Refunding
Tied To Project:	2009-2010 Street Projects

TIF Expenditure Amount:	407,440
Tied To Debt:	2016B GO Issue Refunding
Tied To Project:	2010 Streets and Refunding

TIF Expenditure Amount:	60,000
Tied To Debt:	Economic Development Grant
Tied To Project:	Economic Development

TIF Expenditure Amount:	319,601
Tied To Debt:	Economic Development Grant
Tied To Project:	Economic Development

Rebates For AMENDED TWIN RIVER UR

Historic Eagles Building

TIF Expenditure Amount:	9,922
Rebate Paid To:	Kevin Kuckleman
Tied To Debt:	Historic Eagles Building Rebate
Tied To Project:	Historic Eagles Building
Projected Final FY of Rebate:	2022

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR (56301)
 TIF Taxing District Name: KEOKUK CITY/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT
 TIF Taxing District Inc. Number: 56068
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	07/1990
Economic Development	07/1990

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	433,350	729,190	36,248,210	0	-3,704	37,407,046	0	37,407,046
Taxable	0	241,036	656,271	32,623,389	0	-3,704	33,516,992	0	33,516,992
Homestead Credits									8

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	11,076,809	26,333,941	26,333,941	0	0

FY 2019 TIF Revenue Received: 1,049,279

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR (56301)
 TIF Taxing District Name: KEOKUK CITY AG/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT
 TIF Taxing District Inc. Number: 56070
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	9,590	0	0	0	0

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	KEOKUK (56G533)	
Urban Renewal Area:	AMENDED TWIN RIVER UR (56301)	
TIF Taxing District Name:	KEOKUK CITY/KEOKUK SCH/KEOKUK SR HOUSING UR TIF INCREMENT	
TIF Taxing District Inc. Number:	56112	
TIF Taxing District Base Year:	1999	UR Designation
FY TIF Revenue First Received:	2003	Slum No
Subject to a Statutory end date?	No	Blighted 08/2000
		Economic Development No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,660,850	537,225	0	0	-12,964	2,185,111	0	2,185,111
Taxable	0	923,783	483,503	0	0	-12,964	1,394,322	0	1,394,322
Homestead Credits									19

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	1,224,072	974,003	934,143	39,860	1,591

FY 2019 TIF Revenue Received: 36,686

TIF Taxing District Data Collection

Local Government Name:	KEOKUK (56G533)	
Urban Renewal Area:	AMENDED TWIN RIVER UR (56301)	
TIF Taxing District Name:	KEOKUK CITY/KEOKUK SCH/DOWNTOWN KEOKUK UR TIF INCREMENT	
TIF Taxing District Inc. Number:	56118	
TIF Taxing District Base Year:	2001	UR Designation
FY TIF Revenue First Received:	2007	Slum No
Subject to a Statutory end date?	Yes	Blighted No
Fiscal year this TIF Taxing District statutorily ends:	2022	Economic Development 01/2001

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,294,580	18,471,036	372,150	0	-9,260	21,198,010	0	21,198,010
Taxable	0	720,063	16,623,935	334,935	0	-9,260	18,511,911	0	18,511,911
Homestead Credits									17

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	18,898,521	2,308,749	2,308,749	0	0

FY 2019 TIF Revenue Received: 87,182

TIF Taxing District Data Collection

Local Government Name:	KEOKUK (56G533)	
Urban Renewal Area:	AMENDED TWIN RIVER UR (56301)	
TIF Taxing District Name:	KEOKUK CTIY/KEOKUK SCH/NORTH MAIN STR KEOKUK UR INCREMENT	
TIF Taxing District Inc. Number:	56142	
TIF Taxing District Base Year:	2003	UR Designation
FY TIF Revenue First Received:		Slum No
Subject to a Statutory end date?	No	Blighted No
		Economic Development No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,807,250	0	0	0	2,807,250	0	2,807,250
Taxable	0	0	2,526,525	0	0	0	2,526,525	0	2,526,525
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	167,400	2,526,525	2,526,525	0	0

FY 2019 TIF Revenue Received: 103,896



COUNCIL ACTION FORM

Date: November 21, 2019

Presented By: O'Donnell

Subject: Certification of TIF Debt Agenda Item: _____

Description:

In May of this year we issued \$1.8 million in General Obligation Loan Notes for the SID Center and riverfront improvements. These notes were to be paid through TIF. We are required to certify the debt by December 1, 2019 in order to receive TIF funds from the county.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

RESOLUTION NO. _____

**RESOLUTION CERTIFYING EXPENSES INCURRED BY THE CITY
FOR PAYMENT UNDER IOWA CODE SECTION 403.19**

WHEREAS, the City of Keokuk, Iowa has adopted the Amended and Restated Twin Rivers Urban Renewal Plan, as amended (the "Plan") for the Twin Rivers Urban Renewal Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the project described as Southeast Iowa Development Center, (the "Project") within the Urban Renewal Area; and

WHEREAS, the Project is located in the Urban Renewal Area; is described on page ____ of the Plan; does not exceed the projected Project cost estimate on page ____ of the Plan; and, in the judgment of the City Council will further one or more of the objectives of the Plan. Therefore, the Project constitutes a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City incurred indebtedness through the issuance of General Obligation Capital Loan Notes thereafter paying principal and interest of said Capital Loan Notes with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds incurred through debt under Iowa Code Section 403.19 before December 1, 2019; and

WHEREAS, the amount of indebtedness for the Project is currently estimated at \$1,800,000.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Keokuk, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 1852, there has been established the Amended and Restated Twin Rivers Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the annual principal and interest for the Project be advanced from time to time from the Tax Increment Financing Fund in order to pay the costs of the Project.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2. The Project is currently estimated to cost approximately \$1,800,000.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2019.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF KEOKUK,
STATE OF IOWA, this 21st day of November, 2019.

Thomas L. Richardson, Mayor

ATTEST:

City Clerk



COUNCIL ACTION FORM

Date: 11-19-2019

Presented By: LUDWIG

Subject: Abstract of Votes Agenda Item: _____

Description:

Approve Abstract of Votes from November 5, 2019 election

FINANCIAL

Is this a budgeted item? YES _____ NO x _____

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve Abstracts of Votes from November 5, 2019 election

Required Action

ORDINANCE ___ RESOLUTION ___ MOTION ___ NO \$&TION 5(48I5(' ___

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

VOTES Bryant Dade Dunek Greenwald Helenthal Moore Mortimer O'Conner Payne

YES NO

ABSENT

ABSTAIN

RESOLUTION NO.

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

THAT, the Abstract of Votes for the November 5, 2019 City Election from the Lee County Auditor be acknowledged.

MOVED BY:

SECONDED BY:

Passed this 21st day of November, 2019.

ROLL CALL:

AYES -

NAYS -

ABSENT –

THOMAS L. RICHARDSON, MAYOR

ATTEST: _____

JEAN LUDWIG, CITY CLERK

STATE OF IOWA
ABSTRACT OF VOTES

Lee County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the 2019 Lee County City/School Election held on the 5th day of November, 2019, as shown by the tally lists returned from the several election precincts.

Council Member, Ward 2

Lee

Linda S. Altheide
Candidate Total
SCATTERING
TOTAL

Received seventy-five (75) votes
Seventy-five (75) votes
Two (2) votes
Seventy-seven (77) votes

Council Member, Ward 4

Lee

Steve Andrews
Larry E. Mortimer
Candidate Total
SCATTERING
TOTAL

Received one hundred fifteen (115) votes
Received thirty-two (32) votes
One hundred forty-seven (147) votes
One (1) votes
One hundred forty-eight (148) votes

We therefore declare:

Steve Andrews duly elected for the office of Council Member, Ward 4 for the term of 4 years.

Council Member, Ward 6

Lee

Roger Bryant
Candidate Total
SCATTERING
TOTAL

Received one hundred fifty-three (153) votes
One hundred fifty-three (153) votes
Two (2) votes
One hundred fifty-five (155) votes

Mayor

Lee

Tom Richardson
Candidate Total
SCATTERING
TOTAL

Received one thousand one hundred fifty-one (1151) votes
One thousand one hundred fifty-one (1151) votes
Twenty-three (23) votes
One thousand one hundred seventy-four (1174) votes

Council Member At Large

Lee

STATE OF IOWA

ABSTRACT OF VOTES

Lee County, Iowa

Mike Greenslaugh

Received two hundred twenty (220) votes

John Helenthal

Received five hundred ninety-five (595) votes

Kathie Mahoney

Received four hundred twenty-four (424) votes

Candidate Total

One thousand two hundred thirty-nine (1239) votes

SCATTERING

Two (2) votes

TOTAL

One thousand two hundred forty-one (1241) votes

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Fort Madison the county seat of Lee County, this 12th day of November, 2019.



(Seal)

[Signature]
 Chairperson

[Signature]

[Signature]

[Signature]

[Signature]

Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest:

[Signature]
County Auditor and Clerk of the Board of Supervisors



COUNCIL ACTION FORM

Date: 11/18/19

Presented By: Mark Busselot *MB*

Subject: Five Year Master Agreement - Airport Agenda Item: _____

Description:

The City of Keokuk requested proposals for a Five Year Master Agreement for improvement projects at the Keokuk Municipal Airport. The City of Keokuk received five proposals from different engineering firms. The firms were Clapsaddle-Garber Associates, Inc; Crawford, Murphy & Tilly; HNTB; Kirkham Michael; and McClure. The selection committee consisting of members of the Airport Commission, Airport Manager, and myself met on Monday, November 18th to review and discuss the proposals, after reviewing them over the weekend. The committee quickly narrowed the selection down to two, after lengthy discussion of the top two firms, the committee selected McClure. Following the selection, I requested a 5 Year Master Agreement to present to the City Council. The Five Year Master Agreement has been sent to City Attorney, Jim Dennis, for review, but the review has not been completed prior to submitting this motion. The city attorney's comments will be incorporated into the signed copy of the Five Year Master 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: _____

Project No.: KEO-20517008-00
 Project Name: On-Call General Engineering Services
 Project Manager: Andrew C. Maysent, P.E.

**MASTER AGREEMENT BETWEEN
 OWNER AND ENGINEER
 FOR
 CONSULTING ENGINEERING SERVICES**

THIS IS A MASTER AGREEMENT made as of the _____ day of _____, 2019 between the **City of Keokuk, Iowa** (hereinafter referred to as “**OWNER**”), and **McClure, of North Liberty, Iowa** (hereinafter referred to as “**ENGINEER**”), to provide “*On-Call*” General Engineering Services for the Keokuk Municipal Airport (EOK), at the request and approval of the **OWNER**, for a term of five (5) years, from the date and year first above written.

This Agreement is subject to the terms and conditions attached to this document and the following:

1. **OWNER** intends to engage **ENGINEER** to be the “*Acting*” Airport **ENGINEER** to represent their interest in maintaining and developing the Airport. **ENGINEER** shall provide various services for the **OWNER** that require general Airport Engineering / Administration duties and specific project management duties.
2. Both parties understand all of the *scope of services and duties* cannot be foreseen at this time. Both parties agree to negotiate in good faith for both the scope and fee as duties arise to help both parties receive fair value for the services provided.
3. **OWNER** and **ENGINEER** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the **ENGINEER** and the payment for those services by **OWNER** as set forth below.
4. The **OWNER** shall provide information, which shall set forth the **OWNER’s** objectives, schedule, constraints, budget with reasonable contingencies, and other applicable criteria. (See Exhibit ‘C’ for **OWNER’s Responsibilities**).
5. The **ENGINEER** shall review the **OWNER’s** program and prepare documents for the **OWNER’s** approval and provide the following services, including:

ITEM	INCLUDED	NOT INCLUDED
A. <u>Review Current Available Information</u>		
• Airport Layout Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Airport Master Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Capital Improvement Projects (CIP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. <u>Capital Improvement Planning/Budgeting</u>		
• Review Current Funding	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Develop Five-Year CIP	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Develop LRNA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Prepare FAA/IDOT Funding Application(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. <u>Project Planning and Scheduling</u>		
• Assist in Project Development	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Prepare Preliminary Alternate Design Approaches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Prepare Preliminary Project Budget(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Prepare Preliminary Project Schedule(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Present Project to Public Works/City Administration/Council/County as requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. <u>Airport Representation</u>		
• Attend Airport related meetings as requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Attend City Council/County meetings as requested	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Provide other day-to-day On-Call Engineering Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>

6. Payment to the **ENGINEER** shall be made on a timely basis, within 30-days of invoice for work completed to date.
7. This Agreement represents the entire and integrated Agreement between the **OWNER** and **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.
8. The services provided by the **ENGINEER** shall include, but not be limited to the projects and services outlined in Exhibit B-1 and Exhibit B-2.

	Included	Not Included
Exhibit 'A' Hourly Rate Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'B-1' Federal and State Eligible Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B-2' Non-Federal and State Eligible Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E' Federal Provisions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F' Sample Task Order	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date and year first above written.

OWNER: City of Keokuk, Iowa

ENGINEER: McClure
North Liberty, Iowa

By: _____

By:  _____

Name: _____

Name: Andrew Maysent, P.E.

Title: _____

Title: Aviation Team Leader

**McCLURE ENGINEERING COMPANY
TERMS AND CONDITIONS**

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Owner. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: See Termination of Contract in Exhibit 'E'.

This Agreement may be terminated by either party upon not less than seven days written notice. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer, to the extent allowed by law and unless caused by the negligence of

the Engineer, for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

INSURANCE: The Engineer shall maintain insurance to protect the Engineer from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Engineer is legally liable. The amounts and extent of such insurance is as follows:

1. Professional Liability: \$1,000,000 each, \$2,000,000 annual aggregate
2. Vehicle Coverage: \$ Combined Single Limit, \$1,000,000 each
3. Worker's Compensation: \$1,000,000 each, \$1,000,000 each employee
4. General Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate
5. Excess/Umbrella Liability: \$5,000,000 each, \$5,000,000 aggregate

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the Owner's principal place of business, the Keokuk Municipal Airport.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. 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 Owner or Engineer.

(Effective 1/10/04)

EXHIBIT 'B-1'

FEDERAL AND STATE ELIGIBLE PROJECTS

The following is a list of projects and services that subject to Federal and State funding, may be included under this Agreement. The services provided by the **ENGINEER** shall not be limited to the projects and services outlined below.

1. Acquire Land for RPZ and BRL Projection/Control
2. Hangar Maintenance
3. Airfield Lighting Rehabilitation
4. Runway 14/32 Rehabilitation
5. Terminal Apron Rehabilitation
6. Construction of T-Hangar
7. Acquire Snow Removal Equipment
8. Construction of a Snow Removal Equipment (SRE) Building
9. Rehabilitation of Taxiways B & C
10. Rehabilitation of Taxiway E
11. Construction of Conventional or Box Hangar

Additional on-call engineering services will be provided as needed over the next five (5) years.

EXHIBIT 'B-2'

NON-FEDERAL AND NON-STATE ELIGIBLE PROJECTS

The following is a list of projects and services that subject to funding may be included under this Agreement. The services provided by the **ENGINEER** shall not be limited to the projects and services outlined below.

1. Hangar Repairs
2. Emergency Pavement Repairs
3. Land Use Planning
4. General Infrastructure Analysis
5. Airside design, and construction services
6. Landside design, and construction services

EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**.

1. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.
7. Attend the Prebid Conference, Bid opening, Preconstruction Conferences, Construction Progress Meetings and other job related meetings and Substantial Completion Inspection and Final Payment Inspection.
8. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of the **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Retain all records relating to project cost, including supporting documents, for a period of three (3) years following payment by the FAA and/or Iowa DOT, and to make such records and documents available to DOT personnel for audit.

EXHIBIT 'E'

FEDERAL CONTRACT PROVISIONS

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The ~~contractor/~~Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The ~~contractor/~~Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
- 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Project No. KEO-#####-## EXHIBIT 'F' – SAMPLE TASK ORDER
 Project Name: Project Name
 Keokuk Municipal Airport
 Project Manager: PM Name

AGREEMENT FOR ENGINEERING SERVICES

**PROJECT NAME
 KEOKUK MUNICIPAL AIRPORT
 KEOKUK, IOWA**

This TASK ORDER NO. 1, made on the _____ day of _____, 2019, under the terms and conditions established in the MASTER AGREEMENT, dated the 21st day of November, 2019, by and between **McClure of North Liberty, Iowa** (herein referred to as "Engineer") and the **City of Keokuk, Iowa**, hereinafter referred to as "Owner"). Services shall be performed per the fees, terms and conditions outlined in this Task Order. The Engineer shall provide engineering and bidding services for the project which consists of the items listed in Exhibit 'B' attached to this Agreement, located at the **Keokuk Municipal Airport (EOK)**.

PROJECT DESCRIPTION:

**DESIGN AND BIDDING SERVICES
 PROJECT NAME
 FAA OR STATE PROJECT #
 KEOKUK MUNICIPAL AIRPORT, KEOKUK, IOWA**

- The Owner shall provide information, which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'C' for Owner's responsibilities).
- The Engineer shall prepare, for approval by the Owner, Plans and Specifications, Construction Documents and provide the following services, including:

Item	Included	Not Included
A. Preliminary Design		
1. Conduct Project Kickoff Meeting at Owner's location. Prepare agenda and distribute minutes.	<input type="checkbox"/>	<input type="checkbox"/>
2. Confirm Scope, Extent and Character of the Project:		
▪ Final Design Criteria	<input type="checkbox"/>	<input type="checkbox"/>
▪ Field Survey to Determine Existing Conditions	<input type="checkbox"/>	<input type="checkbox"/>
▪ Develop Construction Item List	<input type="checkbox"/>	<input type="checkbox"/>
▪ Review Project Questions and Issues	<input type="checkbox"/>	<input type="checkbox"/>
▪ Building Layouts	<input type="checkbox"/>	<input type="checkbox"/>
▪ Operation and Maintenance Concepts	<input type="checkbox"/>	<input type="checkbox"/>
▪ Utility Requirements	<input type="checkbox"/>	<input type="checkbox"/>
▪ Site Plans	<input type="checkbox"/>	<input type="checkbox"/>
▪ Gate Locations and Types	<input type="checkbox"/>	<input type="checkbox"/>
▪ Review As-built Drawings	<input type="checkbox"/>	<input type="checkbox"/>
▪ Utility Conflicts	<input type="checkbox"/>	<input type="checkbox"/>
▪ Drainage Crossings	<input type="checkbox"/>	<input type="checkbox"/>
3. Prepare Preliminary "Opinion of Probable Costs".	<input type="checkbox"/>	<input type="checkbox"/>
B. Final Design		
1. Perform 30% Preliminary Design.	<input type="checkbox"/>	<input type="checkbox"/>
2. Prepare 30% Listing of Specifications.	<input type="checkbox"/>	<input type="checkbox"/>
3. Prepare 30% Engineer's Report.	<input type="checkbox"/>	<input type="checkbox"/>
4. Prepare 30% "Opinion of Probable Costs" and Project Budget.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform 30% QA/QC by Senior Airport Engineer.	<input type="checkbox"/>	<input type="checkbox"/>
6. Furnish 30% Documents in accordance with Table 3 in Exhibit 'B'.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct 30% Review Meeting at Owner's Location. Prepare agenda and distribute minutes.	<input type="checkbox"/>	<input type="checkbox"/>
8. Formally address FAA and Owner 30% comments.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform 90% Design.	<input type="checkbox"/>	<input type="checkbox"/>
10. Prepare 90% Project Drawings.	<input type="checkbox"/>	<input type="checkbox"/>
11. Prepare 90% Project Specifications.	<input type="checkbox"/>	<input type="checkbox"/>
12. Prepare 90% Engineer's Report.	<input type="checkbox"/>	<input type="checkbox"/>
13. Prepare 90% "Opinion of Probable Costs" and Project Budget.	<input type="checkbox"/>	<input type="checkbox"/>
14. Perform QA/QC by Senior Airport Engineer.	<input type="checkbox"/>	<input type="checkbox"/>
15. Furnish 90% Bid Documents as follows:		
▪ Project Drawings: Full-Size (1-Owner), Half-Size (3-Owner, 1-FAA, 3-Engineer)	<input type="checkbox"/>	<input type="checkbox"/>
▪ Project Specifications: 5-Owner, 1-FAA, 3-Engineer	<input type="checkbox"/>	<input type="checkbox"/>
▪ Engineer's Report: 3-Owner, 1-FAA, 3-Engineer	<input type="checkbox"/>	<input type="checkbox"/>
16. Conduct 90% review meeting at Owner's location. Prepare Agenda and distribute Minutes.	<input type="checkbox"/>	<input type="checkbox"/>
17. Formally Address FAA and Owner 90% Comments.	<input type="checkbox"/>	<input type="checkbox"/>
18. Prepare IFB (100%) Drawings, Specifications, and Bid Documents.	<input type="checkbox"/>	<input type="checkbox"/>
19. Furnish IFB (100%) Documents		
▪ Project Drawings: Full-Size (1-Owner), Half-Size (5-Owner, 1-FAA, 3-Engineer)	<input type="checkbox"/>	<input type="checkbox"/>



Item	Included	Not Included
<ul style="list-style-type: none"> ▪ Project Specifications: 5-Owner, 1-FAA, 3-Engineer 	<input type="checkbox"/>	<input type="checkbox"/>
20. File and submit FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form.	<input type="checkbox"/>	<input type="checkbox"/>
21. Prepare and submit Draft Construction Safety and Phasing Plan (CSPP) Document	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ Address FAA Comments ▪ Submit Final CSPP 	<input type="checkbox"/>	<input type="checkbox"/>
C. Advertising, Bidding, Contract Award		
1. Assist Owner in advertising for and obtaining bids.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct Prebid Conference at Owner's location (1 meeting).	<input type="checkbox"/>	<input type="checkbox"/>
3. Provide Drawings, Specifications, and Bid Documents to the following:		
<ul style="list-style-type: none"> ▪ 2 Copies to Owner ▪ 1 Copy to FAA ▪ 4 Copies to Plan Rooms ▪ 4 Copies to Bidders ▪ 2 Copies to Engineer 	<input type="checkbox"/>	<input type="checkbox"/>
4. Issue Addenda to interpret or clarify bid documents.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review prebid submittals from Bidders.	<input type="checkbox"/>	<input type="checkbox"/>
6. Attend Bid opening (at Owner's location) and prepare Bid Tabulation (1 meeting).	<input type="checkbox"/>	<input type="checkbox"/>
7. Review Bidders qualifications, bids, and documents. Make recommendation for award of contract.	<input type="checkbox"/>	<input type="checkbox"/>
8. Attend one (1) meeting to present bids to owners	<input type="checkbox"/>	<input type="checkbox"/>
9. Distribute Executed Construction Contracts	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ 3 Copies to Contractor, 2 Copies to Owner, 1 Copy to FAA, 1 Copy to Engineer 	<input type="checkbox"/>	<input type="checkbox"/>
D. Construction Administration		
1. Prepare and Distribute Issued for Construction Plans and Specifications.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide general administration of construction contract as Owner's representative.	<input type="checkbox"/>	<input type="checkbox"/>
3. Prepare Construction Observation Program per FAA guidelines	<input type="checkbox"/>	<input type="checkbox"/>
4. Conduct Preconstruction Conference. Prepare agenda and distribute minutes.	<input type="checkbox"/>	<input type="checkbox"/>
5. Visit site of construction at appropriate stages of construction to observe the Contractor's work.	<input type="checkbox"/>	<input type="checkbox"/>
6. Issue interpretations and clarifications of contract documents.	<input type="checkbox"/>	<input type="checkbox"/>
7. Review Shop Drawings.	<input type="checkbox"/>	<input type="checkbox"/>
8. Act as initial interpreter of the requirements of the Contract Documents.	<input type="checkbox"/>	<input type="checkbox"/>
9. Review and process the Contractor's application for payment.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review certified payrolls for prevailing wage rates.	<input type="checkbox"/>	<input type="checkbox"/>
11. Attend Construction Progress Meetings.	<input type="checkbox"/>	<input type="checkbox"/>
12. Conduct Final Inspection. Prepare agenda and distribute minutes.	<input type="checkbox"/>	<input type="checkbox"/>
E. Construction Staking		
1. Establish field construction controls	<input type="checkbox"/>	<input type="checkbox"/>
2. Set control points	<input type="checkbox"/>	<input type="checkbox"/>
F. Resident Project Representative		
1. Provide a Resident Project Representative to be on-site during construction (see Exhibit 'D', "A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" in the original agreement).	<input type="checkbox"/>	<input type="checkbox"/>
G. Topographic Survey		
1. Research existing survey control network system	<input type="checkbox"/>	<input type="checkbox"/>
2. Establish bearings of centerlines as shown in Figure 2 of Exhibit 'B'	<input type="checkbox"/>	<input type="checkbox"/>
3. Locate all standard topographic features as shown in Figure 3 of Exhibit 'B'	<input type="checkbox"/>	<input type="checkbox"/>
4. Collect cross sections	<input type="checkbox"/>	<input type="checkbox"/>
5. Collect pavement joint intersections	<input type="checkbox"/>	<input type="checkbox"/>
6. Perform topographic survey in turf areas as shown in Figure 3 of Exhibit 'B'	<input type="checkbox"/>	<input type="checkbox"/>
7. Process Survey Work into CAD topographic-base files	<input type="checkbox"/>	<input type="checkbox"/>
H. Geotechnical Investigation Coordination		
1. Prepare Scope of Services for Geotechnical Work	<input type="checkbox"/>	<input type="checkbox"/>
2. Coordinate and submit scope to Owner and FAA for approval	<input type="checkbox"/>	<input type="checkbox"/>
3. Coordinate field exploration with Geotechnical Firm and Owner	<input type="checkbox"/>	<input type="checkbox"/>
4. Review Geotechnical Report and provide comments	<input type="checkbox"/>	<input type="checkbox"/>
I. Erosion Control Plan/Permit		
1. Preparation of Plan	<input type="checkbox"/>	<input type="checkbox"/>
2. Application for Erosion Control Permit	<input type="checkbox"/>	<input type="checkbox"/>
J. Airport Improvement Program (AIP) Grant Administration		
1. Prepare AIP Grant Application	<input type="checkbox"/>	<input type="checkbox"/>
2. Prepare AIP Sponsor Certifications	<input type="checkbox"/>	<input type="checkbox"/>
3. Prepare AIP Summary & assist Owner with DELPHI reimbursement requests on monthly basis	<input type="checkbox"/>	<input type="checkbox"/>
4. Prepare AIP Sponsor Quarterly Performance Reports	<input type="checkbox"/>	<input type="checkbox"/>
5. Prepare AIP Financial Reports (SF-271 and SF-425 forms)	<input type="checkbox"/>	<input type="checkbox"/>
6. Update 3-year DBE program for FY 2018-2020	<input type="checkbox"/>	<input type="checkbox"/>

Item	Included	Not Included
K. Project Closeout		
1. As-Built Record Drawings	<input type="checkbox"/>	<input type="checkbox"/>
2. Hard Copies (2 copies included with this contract)	<input type="checkbox"/>	<input type="checkbox"/>
3. Electronic Copies (1 CD included with this contract)	<input type="checkbox"/>	<input type="checkbox"/>
4. Prepare AIP Grant Closeout Report	<input type="checkbox"/>	<input type="checkbox"/>
L. Airport Layout Drawing		
1. Update Airport Layout Drawing to incorporate infrastructure changes under this agreement.	<input type="checkbox"/>	<input type="checkbox"/>
2. Hard Copies (2 copies included with this contract)	<input type="checkbox"/>	<input type="checkbox"/>
3. Electronic Copies (1 CD included with this contract)	<input type="checkbox"/>	<input type="checkbox"/>
M. Geographical Information Systems (GIS)		
1. Provide GIS Services	<input type="checkbox"/>	<input type="checkbox"/>
N. Quality Assurance Material Testing Coordination		
2. Coordinate Assurance Testing between Owner and Contractor in Accordance with Iowa DOT/FAA standards	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Request for Proposal to Testing Firms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Review Proposals/Recommendation for Award	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Provide Assurance Testing in accordance with Iowa DOT/FAA standards	<input type="checkbox"/>	<input type="checkbox"/>
O. Other Meetings		
1. Special meetings with Board/City Council(s)/Staff	<input type="checkbox"/>	<input type="checkbox"/>
2. Public Informational Meetings	<input type="checkbox"/>	<input type="checkbox"/>
3. Regulatory Agencies	<input type="checkbox"/>	<input type="checkbox"/>
P. Project Management and Coordination		
1. Continual communication/coordination with Owner, Airport, and FAA (phone, email, letters)	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide updates on project schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Provide monthly progress reports to Owner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Maintain documentation of pertinent correspondence (email, letters, telephone logs)	<input type="checkbox"/>	<input type="checkbox"/>
5. Prepare independent fee analysis package	<input type="checkbox"/>	<input type="checkbox"/>
6. Perform business and contract administration (assume 6 months)	<input type="checkbox"/>	<input type="checkbox"/>
7. Coordination between sub-consultants	<input type="checkbox"/>	<input type="checkbox"/>
Q. Subconsultants		
1. N/A	<input type="checkbox"/>	<input type="checkbox"/>

3. Payment to the Engineer shall be made on the following basis:

Section 3.1: Basis of Compensation

<input type="checkbox"/>	A. Preliminary Design	Lump Sum	\$
<input type="checkbox"/>	B. Final Design	Lump Sum	\$
<input type="checkbox"/>	C. Advertise, Bidding, Contract Award	Lump Sum	\$
<input type="checkbox"/>	D. Construction Administration	Lump Sum	\$
<input type="checkbox"/>	E. Construction Staking	Lump Sum	\$
<input type="checkbox"/>	F. Resident Project Representative	Lump Sum	\$
<input type="checkbox"/>	G. Topographic Survey	Lump Sum	\$
<input type="checkbox"/>	H. Soil Boring Coordination	Lump Sum	\$
<input type="checkbox"/>	I. Erosion Control Plan/Permit	Lump Sum	\$
<input type="checkbox"/>	J. Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$
<input type="checkbox"/>	K. Project Closeout	Lump Sum	\$
<input checked="" type="checkbox"/>	L. Airport Layout Drawing	Lump Sum	\$
<input type="checkbox"/>	M. Geographic Information Systems (GIS)	Lump Sum	\$
<input type="checkbox"/>	N. Quality Assurance Testing Coordination	Lump Sum	\$
<input checked="" type="checkbox"/>	O. Other Meetings	Lump Sum	\$
<input type="checkbox"/>	P. Project Management and Coordination	Lump Sum	\$
<input type="checkbox"/>	Q. Subconsultants	Lump Sum	\$

TOTAL LUMP SUM _____

Section 3.2: Additional Services

3.2.1. Any services rendered by the Engineer beyond those described in the Scope of Services shall be compensated on the same basis as set forth in Section 3.1.

3.2.2. The Engineer's estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the Engineer and Owner shall mutually negotiate in writing to additional compensation exceeding said estimated amount.

Section 3.3: Other Payment Provisions

3.3.1 Progress Payments: Payment to the Engineer shall be made on a monthly basis, within 30 days of invoice for work completed to date. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service. The amounts due for Additional Services will also be invoiced monthly.

3.3.2 Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

4. The **Engineer** shall perform the Services and deliver the related Documents (if any) according to the schedule outlined in Exhibit 'G' and as follows:
 - a. The Project Kickoff Meeting shall be conducted within thirty (30) calendar days of receipt of Notice to Proceed or executed Agreement from the **Owner** whichever date comes later.
 - b. Within seventy (70) calendar days from Notice to Proceed or executed Agreement from **Owner**, the **Engineer** shall submit 30% alignment layout and design report narrative whichever date comes later.
 - c. Within forty-five (45) calendar days from receipt of 30% comments from the **Owner** and **FAA**, the **Engineer** shall submit 90% level plans sheets, specifications, and design report narrative whichever date comes later.
 - d. Issued for Bid plans and specifications shall be submitted to the **Owner** within thirty (30) calendar days of conducting the final review meeting and receipt of final review comments from the **Owner** and **FAA**.
 - e. Sponsor Certifications for Consultant Selection, Project Plans and Specifications, and Construction/Equipment Contracts shall be submitted to the **Owner** within ten (10) calendar days of the submittal of the Issued for Bid plans and specifications.
 - f. The bid opening shall be conducted within thirty (30) calendar days of **Owner** and **FAA** authorization to bid.
 - g. Bid tabulation shall be submitted to the **Owner** within three (3) calendar days of the bid opening.

5. This Agreement represents the entire and integrated Agreement between the **OWNER** and the **ENGINEER**.

		Included	Not Included
Exhibit 'A'	Hourly Rate Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'B'	Detailed Scope of Services/ACIP Data Sheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'E'	Federal Provisions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Estimated Costs for Consultant Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'G'	Project Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SPECIAL INSTRUCTIONS:

OWNER: City of Keokuk, Iowa

Engineer: McClure
 North Liberty, Iowa

By: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

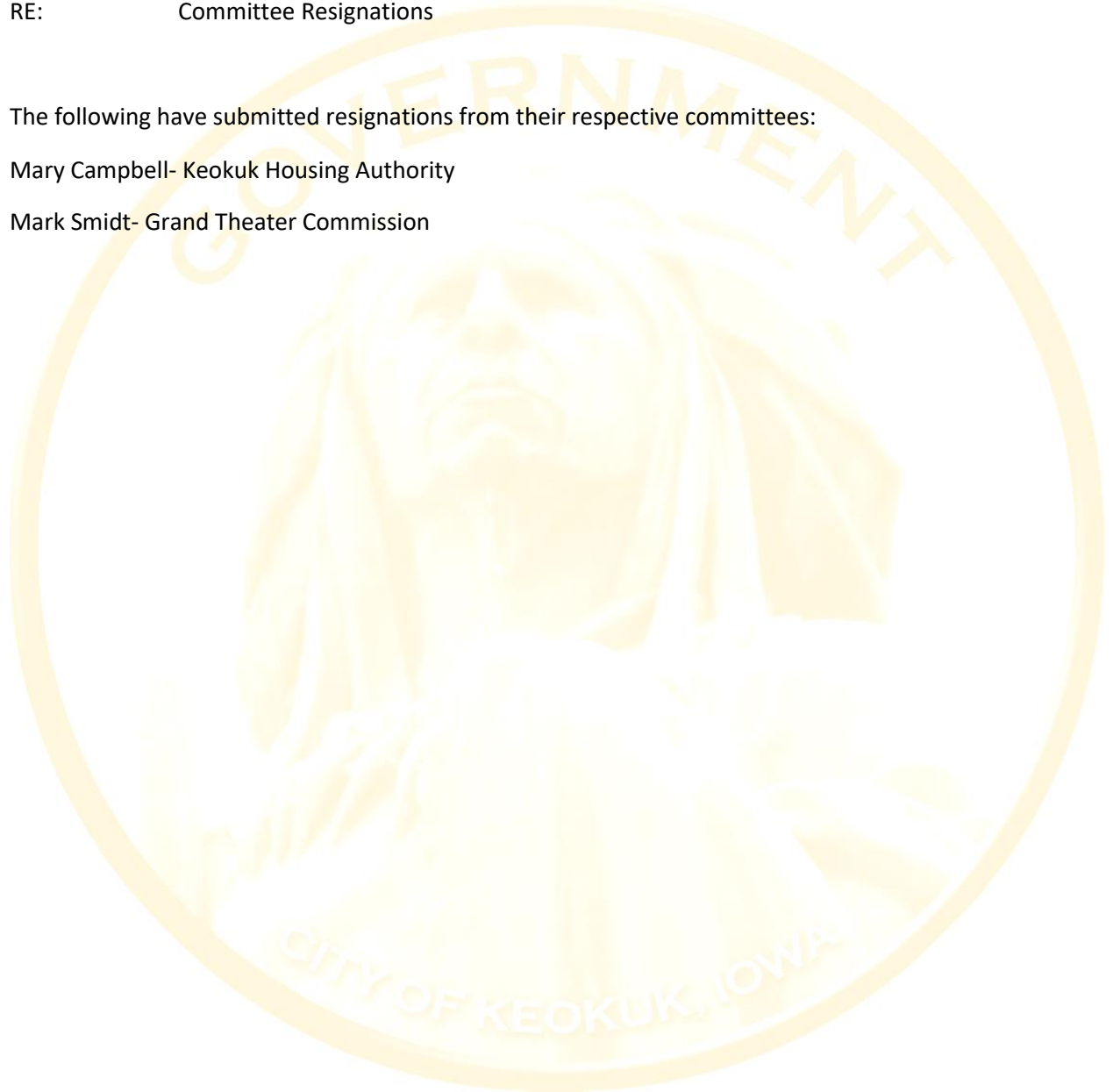


TO : Mayor and City Council
FROM: Cole S. O'Donnell
DATE: November 18, 2019
RE: Committee Resignations

The following have submitted resignations from their respective committees:

Mary Campbell- Keokuk Housing Authority

Mark Smidt- Grand Theater Commission



Cole S. O'Donnell · City Administrator
601 Main St, Suite 3, Keokuk, IA 52632
(319)524-2050 x 111 · codonnell@cityofkeokuk.org



TO: Mayor and Council
FROM: Cole S. O'Donnell
DATE: November 18, 2019
RE: Committee Nominations

First report on Nominations:

Human Rights Commission **SUBJECT TO GENDER BALANCE**

3yr Terms

Diane Stanley Term Expired 09/19/2022

Keokuk Housing Authority **SUBJECT TO GENDER BALANCE**

2 yr term

Jay Kruse Term to expire 09/05/2020





TO: Mayor and Council
FROM: Cole S. O'Donnell
DATE: November 18, 2019
RE: Committee Vacancies and Terms Expiring

COUNCIL APPOINTMENTS:

Architectural Design Review

2 yr term

Mary Dennis	Term Expired 06/19/2011
Joe Getz	Term Expired 06/19/2015- DECLINED
John Mason	Term Expired 06/19/2015- DECLINED
Doug Matlick	Term Expired 06/19/2016- DECLINED

Grand Theater Commission

3 yr term

VACANCY	Term to expire 11/05/2020
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Veterans Memorial Commission

5 ys term

Vacancy	Term Expired 06/01/2016
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MAYORAL APPOINTMENTS:

Historic Preservation Commission

3 yr term

Vacancy	Term to expire 09/19/2020
Vacancy	Term to expire 09/19/2020
Dan Winn	Term expired 09/19/2019
Michael Greenwald	Term expired 09/19/2019
Callie Peterson	Term expired 09/19/2019



TO: Mayor and City Council
FROM: Cole S. O'Donnell
DATE: November 19, 2019
RE: Administrator's Report

1. City Hall Committee: The architect presented the preliminary space plan to staff and the Committee. The proposal requires minimal deconstruction on the addition side of the building and will require some new walls for the Public Works lab and plan room. The main building will house the council chambers and will require deconstruction of the false ceiling, relocation of HVAC, reconstruction of certain space, and renovation of the ceilings and walls. Based on the preliminary plan, the architect will begin design.

Staff believes that construction on Connections new facility will be delayed until spring which will push our start to late summer/early fall. This does hold some advantage as our project will be contained inside, for the most part, and contractors will be looking for a winter job.

2. CIP: I had hoped that we would have a CIP ready for your consideration the first meeting in December, but entry of projects is taking longer than expected. This is due to all projects being new and having to be entered. In coming years the process will entail more revision of projects and less adding of projects. We will have a CIP to present at the second meeting in December.
3. Contract Negotiations: A date for exchange of initial proposals has been set for November 26th, 10:00 am with IAFF. After the exchange, we will enter into negotiations.
4. Laserfische: Staff received additional training on Laserfische last week. In addition, the software provider set up templates within the program so that documents can begin to be entered on a regular basis. Templates provide tags so that documents can be easily searched.
5. Out of Office: I will be out of the office November 27th.