#### AGENDA COUNCIL WORKSHOP November 5, 2020 5:30 P.M.

- (1) Music Brings Life Funding Request.
- (2) AMJET Loan Extension Request.
- (3) Review council meeting agenda.



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: November 2, 2020

RE: Music Brings Life

On September 3, 2020 organizers for Music Brings Life presented a formal proposal to the City Council requesting funding assistance to hold a concert in Keokuk. The unique aspect of the concert is that a free ticket can be obtained by donating a pint of blood. Organizers hope to raise 5,000 pints through this incentive and by having nationally recognized talent at the concert.

An investment of \$75,000 was requested from the City. In return, the City would receive certain revenues (see Attachment 1). As this was classified as an "investment" with no guaranteed return, staff sought advice from legal counsel as to an investment of this type being permissible under lowa Code. Staff was advised that said investment would be permissible.

Staff did additional research on the organization. From their website and a submitted Capability Statement (see Attachment 2), it appears that all their efforts to date have been in the New York City area with localized events. The website does have a link to one large event in 2015. It does not appear that the organization has completed a similar event to the one proposed in Keokuk. The Capability Statement does list two concerts for 2020. It is unknown if these occurred given the restrictions of the pandemic.

A request was made for background and credentials of key personnel in the organization and event organizers (see multiple Attachments 3). It appears that those involved do have experience in organizing events, though staffs very limited knowledge on the subject does not allow for any in depth evaluation.

This event can bring several thousand people to Keokuk and provide the community with widespread publicity. A successful event would be a positive undertaking that would help to generate pride in the community. It could very easily be a win-win situation.

The amount of investment, however, is substantial. The City has never contributed to any event at the level being requested. While the proposed return to the City would be beyond our contribution, there is no guarantee of any return. Even more so should the event be cancelled for any reason.

If the Council chooses to move forward, staff recommends that an agreement be negotiated that requires the event planners to purchase an insurance policy providing coverage should the event be cancelled. The City would need to be named as an additional insured.



August 20, 2020

Dear Mayor Richardson,

We have studied your city's economics and we see the progression of the last few years. Every city in our country has taken a hit due to Covid. Our Heroes Donate Blood Program has been called upon to aid in the blood deficit around the country, and help generate income into the economy of New York State, South Carolina and Macon Georgia.

#### Music Brings Life Assemblies, Concert & Documentary Budget Breakdown:

- Film Assemblies, Film Blood Drives, Film Concert & Edit Documentary- \$100,000 (Documentary to be sold to either BET, Netflix, Binge TV, or Amazon)
- Sound, Stage, Lights, Crew, Securing Artists, Guest Speakers, Dancers, Hotel Rooms -\$150,000

After meeting again with Adam Magliari and Beth Deacon of Keokuk High School, they expressed they're not sure if the city can invest \$250,000 at this time. They asked if there is any way we can cut the budget down, and offer a smaller percentage back to the City of Keokuk? On behalf of the students, we will cut the budget down and use corporate sponsorship revenue to cover other expenses.

#### **City of Keokuk Initial Investment \$75,000:**

#### **City of Keokuk Return on Investment:**

- Vendor Revenue- 100% to City of Keokuk
- Corporate Sponsorship Packages Start at \$25,000- (After Operation Expenses-25% to City of Keokuk)
- Bidding Start at \$500,000 to the Concert Television Rights (25% of final sell to City of Keokuk)

#### **Benefits for Keokuk High School:**

- Concession Stand Revenue to Keokuk High School: 100%
- Keokuk High School Merchandise Revenue-100%
- Exclusive Parking Revenue to Keokuk High School: 100%

#### **Economic Benefits for City of Keokuk:**

- Job opportunities for the communities
- Generate income for hotels
- Generate income for restaurants
- Generate income for small businesses

#### **Blood Needs & Blood Supply**

Every two seconds someone in the U.S. needs blood and fewer than 3% of those donors are of Black American, Latino and Caribbean heritage. Blood donation in this country is at an all-time low, due to the pandemic that hit all of humanity. Diversity and Inclusion are essential for surgeries, cancer treatment, chronic illnesses, and traumatic injuries. Whether a patient receives whole blood, red cells, platelets or plasma, this lifesaving care starts with one person making a generous donation.

- Plasma with antibody are used for patients that have Coronavirus
- Approximately 36,000 units of red blood cells are needed every day in the U.S.
- Nearly 7,000 units of platelet and 10,000 units of plasma are needed daily in the U.S.
- Nearly 21 million blood components are transfused each year in the U.S.
- The average red blood cell transfusion is approximately 3 units.
- Four main red blood cell types: A, B, AB and O. Each can be positive or negative. AB is the universal recipient; O negative is the universal donor of red blood cells.
- The blood type most often requested by hospitals is type O.
- Sickle cell disease affects 90,000 to 100,000 people in the U.S. About 1,000 babies are born with the disease each year. Many patients with sickle cell disease receive blood transfusions every month.
- According to the American Cancer Society, about 1.7 million people are expected to be diagnosed with cancer by 2025. Many of them will need blood, sometimes daily, during their chemotherapy treatment.
- Shortages of all blood types happen during the summer and winter holidays.

## Do you know who receives the red cells you donate?



#### **Solution to Inspire Frequent Blood Donors**

Allow me to reiterate, Music Brings Life Inc is a New York State 501 (c)(3) Not-For-Profit organization that educates young people within the Black American, Latino, and Caribbean communities about the importance of donating blood. Additionally, we facilitate the donation process by partnering with the Brooklyn Nets Official hospital Maimonides Medical Center, Red Cross and other local blood centers.

We are changing the paradigm of blood donations in the United States of America one state at a time with our innovative model; revolutionizing the blood industry with entertainment. Rapper, Dancer, Actor Keenan Special Bristol serves has President/Founder of Music Brings Life, stands as the ambassador of the blood industry and chief liaison between New York City's Department of Education, and the Sickle Cell Thalassemia Network.

#### 1<sup>st</sup> Annual Iowa Music Brings Life Blood Awareness Concert

Music Brings Life will produce a series of Heroes Donate Blood Assemblies and Blood Drives, throughout the High School and Colleges in Lee County beginning January 2021 to May 2021.

The Heroes Donate Blood Assemblies will consist of musical performances, prize giveaways and guest teenage speakers from New York City, sharing their experience living with the Sickle Cell disease, and why they depend on monthly blood transfusions to live. We will raise 5,000 pints of blood in total from the High schools, and Colleges, saving over 20,000 lives that suffer with the Sickle Cell disease, Cancer, and Coronavirus.

The Iowa Music Brings Life Blood Awareness Concert will be held at Keokuk High School field in August 2021. To headline the concert, we will secure an A-list artist the caliber of multi-platinum selling Rapper Drake, Beyoncé, Chris Brown, Cardi B, J Cole, or Nicky Minaj. Tickets to the Music Brings Life Blood Awareness Concert CANNOT be retrieved by monetary purchase. In order to receive a ticket, a student or someone from the general public CAN ONLY donate blood at the school's blood drive.

Local Iowan musicians, student singers and dancers, will be given the opportunity of a life time to perform at the Music Brings Life Blood Awareness Concert, by participating in a state-wide online Superman 1,2,3 Away Dance Challenge and Singing Challenge. Superman 1,2,3 Away is a song written by Keenan Special Bristol, and it is used to support the Music Brings Life slogan "Heroes Donate Blood".

Dancers in Iowa will have to learn the chorography to the song Superman 1,2,3 Away, then upload their own video to the Music Brings Life Facebook page. Singers in Iowa will have to learn the song One Blood written by Keenan Special Bristol, then upload a 59 second video of themselves singing the song to the Music Brings Life Facebook page.

We will select the best dance group that executes the chorography to Superman 1,2,3 Away and 3 best singers, to perform with Keenan Special Bristol at the Iowa Music Brings Life Blood Awareness Concert. In addition, the students that donate blood and show improvement on their Assessment Test Scores, will retrieve VIP seating at the Music Brings Life Blood Awareness Concert.

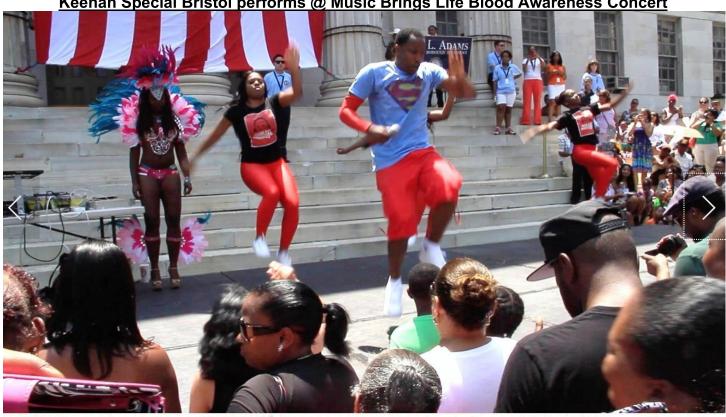
Base on the feedback from the people of Keokuk, we are projecting 10,000 people to attend the 1<sup>st</sup> Annual Iowa Music Brings Life Blood Awareness Concert.

Brooklyn Borough President Eric Adams, Grammy Winner Shaggy, & President of Music Brings Life SPECIAL



Grammy Award Winner- Shaggy Performs @ Music Brings Life Blood Awareness Concert

Keenan Special Bristol performs @ Music Brings Life Blood Awareness Concert



NYC's Mayor Bill DeBlasio & Keenan Bristol



MBL Sets Record in Queens H.S., 82 Pints of Blood



#### Keenan Special Bristol & Student Blood Donor



Keenan Special Bristol performs Superman 1,2,3 Away @ MTV Spring Break



Heroes Donate Blood Assembly @ John Adams High School in New York City



**Keenan Special Bristol & Future Hero Blood Donors of America** 



Student Donor & Keenan Special Bristol @ Music Brings Life Blood Drive



SPECIAL Performs @ John Dewey High School Heroes Donate Blood Assembly



3 Fingers Symbolize, 3 Lives Saved by Students @ Music Brings Life's Blood Drive



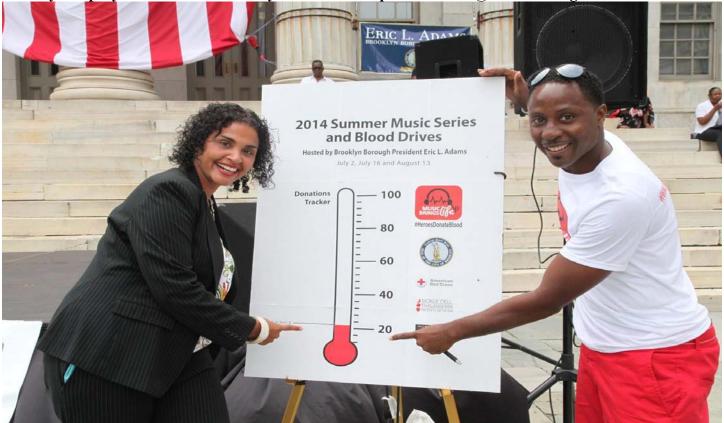
**Grammy Award Winner Shaggy Performs @ Music Brings Life Blood Awareness Concert** 



Keenan Special Bristol Performs @ Music Brings Life Blood Awareness Concert



Brooklyn Deputy's President Diana Reyna & Keenan Special Bristol @ Music Brings Life Blood Concert



# CAPABILITY STATEMENT

# Heroes Donate Blood

## About Us

organization that educates young people within the Black American, donating blood. We host Blood Awareness Concerts and Blood Music Brings Life, is a New York State 501(c)(3) not-for-profit Awareness Assemblies featuring influential music artists and Latino and Caribbean communities about the importance of performers to inspire and generate donors.

Network (SCTPN) and Maimonides Medical Center, official hospital As a vendor of the New York City Department of Education, we partner with the Sickle Cell Thalassemia Patient for the Brooklyn Nets.

# Past Projects

- 2010 & 2011 Kings Plaza Shopping Center Blood Drives Raised 80 pints of blood per month
- 2010-2013 Annual Music Brings Life Blood Awareness Concert with Brooklyn Borough President Marty Markowitz
- American Red Cross feat. Grammy Award Winner Shaggy Concerts with Brooklyn Borough President Eric Adams & 2014 Summer Series: Music Brings Life Blood Awareness Raised 500 pints of blood throughout the summer.
- 2015 Blood Drives for local Churches in Brooklyn
- 2015 Code Red Concert featuring Dance Hall Reggae
- 2016-2019 NYC Heroes Donate Blood High School Tour

# **Current Projects**

 2019 Heroes Donate Blood NYC High School Tour Raising 200 pints of blood per month during the school year

# **Future Projects**

- 2020 Heroes Donate Blood NYC High School Tour Winners perform at the 2020 Music Brings Life Blood Awareness Concert at Barclays Center 2020 Superman 1,2,3 Away Dance Challenge
  - Blood Awareness Concert at Barclays Center Raising 5,000 Pints of Blood 2020 Music Brings Life
    - Blood Awareness Concert Macon, Georgia 2020 Music Brings Life

Raising 5,000 Pints of Blood

## Affliations

- American Red Cross
- Brooklyn Borough President Eric Adams
- Maimonides Medical Center
- New York City Department of Education
- Special Baby Entertainment
- Sickle Thalassemia, Patients Network SCTPN

# Supporter

Stage Manager, Good Morning America Eddie Luisi

# **Executive Board**

President/Founder, Music Brings Life CEO, Special Baby Entertainment Inc. Keenan "Special" Bristol Rapper, Dancer, Actor

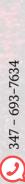
Insanely Great Customer Service **Customers Solutions Architect** Secretary, Music Brings Life Daniella Fairbairn

Freasurer, Music Brings Life Consultant Paula Ellis

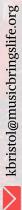
Director of Promotions, Music Brings Life Philadelphia Marriott Downtown Assistant Director Eon Griffith

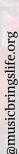
Director of Events, Music Brings Life Showcase Entertainment Inc. Chief Executive Officer Prince Forde

# **Contact Information**



Keenan "Special" Bristol, President/Founder









#### **Keenan Special Bristol Short Biography**

Rapper, Dancer, Actor Keenan "Special" Bristol is the President and Founder of Music Brings Life and serves as the ambassador to the blood industry on behalf of children and adults diagnosed with Sickle Cell Disease (SCD). SPECIAL is the principal liaison between New York City's Department of Education and the Sickle Cell Thalassemia Network (SCTPN).

Music Brings Life Inc. (MBL) is a New York State 501(c) (3) charitable organization that educates and engages young people within the Black American, Latino, and Caribbean communities about the importance of donating blood. Additionally, MBL facilitates the blood donation process by partnering with the NBA's Brooklyn Nets official hospital Maimonides Medical Center, local blood centers, and hospitals that provide specialized, comprehensive care to people living with sickle cell.

In 2014, SPECIAL partnered with former New York City Mayor Michael Bloomberg and former Brooklyn Borough President Marty Markowitz and produced a Music Brings Life Blood Awareness Concert to raise 3,000 pints for the Black American and Latino communities. In 2016, Music Brings Life began producing Blood Awareness Assemblies at public high schools in New York City, and introduced its Heroes Donate Blood Program to the High School for Fashion Industries, John Dewy, John Adams, and Medgar Evers High Schools. SPECIAL, along with teenagers living with SCD, deliver appealing messages about the importance of donating blood. The Blood Awareness Assemblies have rendered close to 5,000 pints of blood from high school students.

Keenan Special Bristol serves as the Chief Executive Officer of Special Baby Entertainment Inc, which is a full-service entertainment company that houses a record label, touring and concert production company, music, film, television production, music publishing and sporting events. SPECIAL has performed in concert with Reggae Super Star Artists Elephant Man, Buju Banton, Mavado, and Wu Tang Clan, to mention a few. He was one of the featured performers at the ESPN Magazine's Super Bowl event in 2009 and has been booked to be one of the featured performers for the 2021 Olympics in Japan.

He appeared in the film *American Gangster* starring Denzel Washington; *Black Out*, a movie of the week film on BET Network; and an independent film called *Singing in the Rain*. Mr. Bristol introduced Disney to the Kings Plaza Corporation to partner on a concert series for the kids in Brooklyn, New York. He was the featured performer and producer of the Disney Radio Back to School Jam Concert Series in 2006.

SPECIAL helped launched a new sport called Beach Tennis in the United States by composing the sport's theme song, Hooray Beach Tennis U.S. A., booking the entertainment, and being the Master of Ceremony for the National Beach Tennis Tour from 2004 to 2009. He would also perform his original song Superman 1,2,3 Away on the Beach Tennis Tour, which lead to performing live on BET's 106 & Park for a televised audience of over one million viewers. In 2009, MTV invited SPECIAL to perform his song Superman 1,2,3 Away in Panama Beach, Florida during Spring Break.

After appearing on those two major networks, the song was licensed by Foot Locker to be used in a national campaign. SPECIAL had a budget of \$100,000 to shoot a 30mm music-video for Superman 1,2,3 Away, that aired in a chain of Foot Locker stores across the United States. He was later offered one million dollars for full ownership of the song Superman 1,2,3 Away, but rejected the offer to maintain the music rights. Special Baby Entertainment is currently in the process of developing the movie script for Superman 1,2,3 Away and production begins in 2022. Superman 1,2,3 Away also supports the Music Brings Life Heroes Donate Blood Program and tagline "Heroes Donate Blood".

#### Keenan Special Bristol performs at ESPN Superbowl Event



In 2009, my mother underwent a major knee surgery at the Maimonides Medical Center in New York City. It was during this time that my four siblings and I learned that the doctors did not have sufficient blood available on hand to save our mother, due to lack of blood donorship from the Black-American, Latino and Caribbean ethnicities. After an incredibly intense and terrifying few days spent scrambling to find someone whose blood type matched my mother's, we were thankfully able to find a Latino woman that was a match. Thus, my mother's life was saved.

This experience was a hard lesson for my family. It taught us a simple truth that most people do not seem to think about in life: we rarely ever spare a second thought for the blood that flows through our bodies. But it is always there—a silent but essential presence within us, quietly but decidedly keeping us alive. Indeed, it was like listening to a foreign language when the doctors said, "You may lose your mom because our hospital lacks the blood supply she needs". Blood, as we quickly learned, is an essential life force. It is a gift that all human beings were given freely when entered this world. Without the gift of blood, life would be extinguished. No one should have to go through the emotional turmoil of losing a loved one due to blood shortages.

In the end, my mother was saved, but not every family is so fortunate. After witnessing this near-death experience, I made a promise to myself: I would make it my mission to be part of the solution to this problem. I then decided to use my entertaining genius and musical talents to bring awareness and increase blood donorship within the Black-American, Latino and Caribbean American communities, by creating Music Brings Life.

Keenan Special Bristol CEO Phone # 347 693-7634 instagram.com/specialbabyfly facebook.com/specialbabyfly Keenan Special Bristol performs Superman 1,2,3 Away @ MTV Spring Break



Keenan Special Bristol performs at Music Brings Life & Healthfirst Insurance Health Expo







Keenan Special Bristol, Brooklyn Borough President Eric Adams, and Prince Forde

**SPECIAL performs on Beach Tennis USA National Tour** 

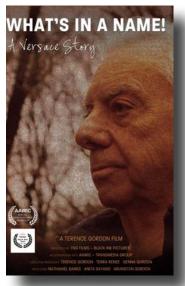




SPECIAL & Fashion Industries H.S Students Put up 3 Fingers Symbolizing 3 Lives Saved



3160 US-21 Suite #103 POST
OFFICE BOX 61, Fort Mill SC 29715
TERENCE.GORDON@ICLOUD.COM
Cell Direct line - 646-287-0714







#### **PROFILE**

erence is the CEO and Co-Owner of TnG Films and Co-Owner of Black Ink Pictures. His uncanny eye with versatility and flair has led him to successfully direct numerous cross-genre projects, which include music videos, branded commercials, feature-length films, new media series, and documentaries. His passion for photography has paralleled his filmmaking skill set. His most recent work includes directing the documentary feature film "What's in a Name- A Versace Story" and executive producing on "The Legendary Marion Williams" documentary.

e is the creator of the Youthful Ambition YA Series and Brand, inventor of the automotive traction device called the Traction Master, and a former member of the Brooklyn Jujitsu team that won the IMAC World Championship in 1998. When not directing or producing, he spends time as an Officer and Aviator with the United States Air Force's Civil Air Patrol, a member of Rotary International, and a Delegate with the National Police Defense Foundation.

#### • FEATURE LENGTH FILMS:

- What's In A Name A Versace Story (2020) Director / Executive Producer (Documentary feature film)
- The Legendary Marion Willams (2020) Executive Producer (Documentary feature film)
- For Michelle (2017) Director / Producer / Writer (Dram feature film)
- Prime of Your Life (2010) Co-Executive Producer (Romantic comedy feature film)
- Horrorween (2011) Second Unit Director
- Hermafrodita (2009) Associate Producer (Dram feature film)
- Avatar: Life After Addiction (2005) Director / Producer / (Drama feature film)

#### • SHORT NARRATIVE FILMS:

- In an Instant (2016) Director / Producer / Writer
- Sarin-a (2014) Director
- F3 Mayhem (2010) Director / Producer

#### • BRAND AND SERIES:

- Youthful Ambition YA™
- Neale Bayly Unplugged (2019)
- YOUTHFUL AMBITION YA (Mini-series) Director (8 episodes, 2019)
- Docu-Drama NPDF (National Police Defense Foundation) "In an Instant"

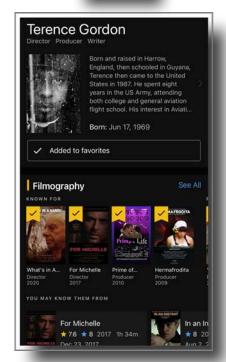
#### • COMMERCIALS:

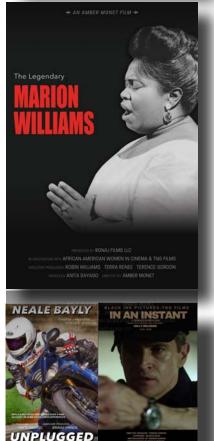
- 7Up 10 Commercial Director
- Contacts Daily Director
- Garnier Fructis Director
- Humana Director

#### MUSIC VIDEOS:

• Over 30 plus music videos for underground Artists to main stream world renowned Artists in and outside of the US and Caribbean.







#### REFERENCES

Founder of National Police Defense Foundation - Joseph Occhipinti. 732-617-2330 2nd Vice President of Directors Guild Of America - Gary Donatelli. 201-819-8160 President - African American Women in Cinema - Terra Renee. 347-938-4505 CEO of Edana Entertainment - Anita Sayago. 803-431-0703

For full listing of Credits in film video or TV please visit the INTERNET MOVIE DATABASE IMDB Movie Credits

WWW.TERENCEGORDON.COM

WWW.YOUTHFULAMBITIONYA.COM

YOUTHFUL AMBITION YA - FACEBOOK

@TNGDIR - INSTAGRAM

@TERENCE\_GORDON - TWITTER

@YOUTHFULAMBITION YA - YOUTUBE LINK



#### **EDUCATION**

**New York University** (SCPS) Film Directing program 1999-2001 Certificate in Film, video and TV directing.

City University Of New York 1990-1995 — BA Computer Science (Medgar Evers College, Hunter College, Brooklyn College CUNY)

#### UNITED STATES ARMY RESERVE

US ARMY MILITARY INTELLIGENCE 1995-1997 US ARMY SIGNAL BN USAR 1989-1995

#### AVIATION

NAI AVIATION - Pilot training Fix wing

EASTERN HELICOPTERS 1989-1995

UNITED STATES AIR - CIVIL AIR PATROL 2012-PRESENT Mission Captain with NC121 Mission Scanner / Mission Observer (Co-Pilot) and Public Affairs Officer Aerospace Education Officer

Integration Engineer - Morgan Stanley — 1997-2002
Integrated technology products such as the Microsoft Pocket PC integration in the Morgan Stanley IT and Business Unit sectors. Lead deployment engineer for PC integration for all of the Americas

IT Consultant - Schroders — 1996-1997 Support IT support for several Business Units.

IT Consultant - Valinor — 2003-2005

IT consultant for deployments of Microsoft Products into various financial markets.



#### **Teresa Ginger Davis Biography**

Ginger Davis has been a life-long health and education advocate, with more than 25years of experience in the health industry.

Prior to starting her media production business in 2016, she was an allied healthcare professional – working as a genetic councilor, health educator and advocate. Davis has participated in developing national health policy with organizations like NYMAC (NY-Mid Atlantic Genetics Council), and the NYS Sickle Cell Advisory Consortium. As the former Director of Outreach and Development of the Sickle Cell Thalassemia Patients Network (SCTPN) she created, implemented, and coordinated the organization's public education program activities, in addition to implementing a diversified fundraising program.

Through SCTPN, Ms. Davis applied her biology and naturopathic health education towards working with sixteen NYC hospitals on HRSA grants coordinating non-medical services for pediatric hematology clients and their families.

Ginger's startup company UNTOLD Story LLC offers business development, marketing communications, and fundraising services to entrepreneurs, nonprofits, and small businesses.

Currently, UNTOLD Story is engaged with assisting community organizations statewide and nationally go "virtual" with their annual events, and to maintain their social connections with their stakeholders during the coronavirus pandemic.

Teresa Ginger Davis
Managing Partner
UNTOLD Story LLC
Sickle Cell Disease & Rare Disease Advocate
tg.davis@untoldstorymedia.com
(347) 385-8549



#### Joshua Chasse

#### PROFILE

Over the course of 15 years Joshua has accrued an exemplary background in sales marketing, event management, & talent management by building relationships with high profile profit and non-profit companies. He's spearheaded various campaigns while simultaneously implementing strategies that decreased their costs and increased their revenue.

#### EDUCATION

#### **Johnson C. Smith University**

BA Sports Management, Minor Marketing, 2014

#### EVENT EXPERIENCE

#### **Johnson C. Smith University Commencement**

May 13, 2016

**Event Coordinator** 

Client: Johnson C. Smith University

#### Wade vs. Obando

February 23, 2019

Corporate Sponsorships, Promotions, & Ticket Sales Client: Christy Martin Promotions

#### Zab Judah vs. Cledish Sheldin

June 7, 2019

Sponsorship, Promotions, & Media Coordination Client: Super Judah Promotions

#### **Monroe vs. Montes**

June 14, 2019

Corporate Sponsorships, Promotions, & Ticket Sales Client: Christy Martin Promotions

#### Palmetta vs. Bryan

August 17, 2019

Corporate Sponsorships, Promotions, & Ticket Sales Client: Christy Martin Promotions

#### Lopez vs. Jones: Battle at the Beach

November 1, 2019

Corporate Sponsorships, Promotions, & Ticket Sales Client: Christy Martin Promotions







#### **Career Center of the Southeast National Hiring Events**

February 2020-Present

**Director of Sales** Client: Career Center of the Southeast

#### REFERENCES

#### **Kimberly Harris**

CEO, Career Center of the Southeast (704) 677-0749

#### **Zab Judah**

Boxer & CEO, Super Judah Promotions (702) 813-5576

#### **Dee Dee Rosemond**

COO, Henchman Music Group (310) 916-7404







### IOWA Correctional TEACHER OF THE YEAR 2016 - 2017



"Beth is an inspirational teacher who oozes compassion and understanding for her students and also a level of excellence for their learning that is exemplary. Being involved in Beth's webinars for the past five weeks has renewed my passion for teaching and reminded me that the most important part of education is the relationships we have with our students, parents and school staff." Sharon Young, Assistant Principal, Australia

"In a world, where we know as teachers, that it is all about the relationships,you have empowered me to make that my pedagogical priority. Observation and connection as the foundation for improvement and success." Tanya Williams, Australia

#### Beth Deacon "Mathematics is the gate and key to science."- Roger Bacon

#### WORK EXPERIENCE:

**Executive Director of Communications** 

Artificial Intelligence Communications Inc and Phoenix Artificial Intelligence Organization

- Account Manager
- Senior Trainer
- · International Relations
- Executive Board Member

#### August 2017 - Present

Secondary Mathematics Teacher, Keokuk High School, Keokuk. IA

- Technology Leadership Team
- · Incorporated Open Up Resources High School Spring Beta Pilot: Piloting Algebra
- Instructs courses in Geometry, Algebra (all levels)
- Developed a K-Stats Program for all algebra students to learn data analysis
- Accompanied students in an algorithm competition at Drake University
   Students developed algorithms to pick the top ten college men's basketball tournament wins and placed 9th out of 267 algorithms submitted throughout the state.
- Initiated School Incentive Team Included working with Ed Sheeran's promotion team to receive tickets for students to attend his concert in St. Louis – fully funded by outside resources Worked with the Good Morning America production team to make a documentary which will include showcasing our students' passions

#### Speaker - Australia August - September 2020

- Knocking Down the Walls Series
  - -Designed and presented this series to a group of educators in Australia.
  - -This series includes real stories and ideas of how to connect with students and help make class less stressful for them.
  - Due to the success of the series I will be featured next month in Australia.

#### August 2014 – August 2017

Correctional Education Teacher, Iowa State Penitentiary Southeastern Comm. College, Burlington, IA

- Instructed HSED/GED curriculum for Maximum Security Offenders at the Iowa State Penitentiary.
- Implemented Successful Managed-Enrollment Program.
- Responsible for following Dept. of Corrections policies and procedures.
- Designed a schedule for the educational program, managing and assigning work to tutors.
- Maintained productive open labs, writing minor reports as required, a school setting conducive to learning.







August 2007 - August 2014

Secondary Mathematics Instructor, Gladstone Area High School, Gladstone, MI

- Instructed courses in Algebra (all levels), Chemistry, Biology and Microsoft Word
- Supervisor for student teacher
- Designed course for ACT Review
- · Served on the National Honor Society Board
- · Served as Class Advisor for 9th, 10th and 11th grade
- Participated in Algebra for All workshops (years 1 and 2), E-math workshops (years 1 and 2), after school tutoring.
- Successfully wrote and was awarded Hannahville 2% grant for classroom calculators, computer software. IPad. and smart board.
- Researched and developed new program for middle school math resulting in improved scores on testina.

#### March 2004 - August 2005

Athletic Director/Instructor, Big Bay de Noc School, Cooks, MI

- Developed an Engineering Club for K-12. Over half of the 9-12 student body were participating in this program by the third year.
- Maintained budget, hired and evaluated coaches, scheduled events and referees, maintained athletic policies, attended all sporting events.
- · Served as Substitute Principal when administration was out of building
- Instructed courses in Physics, Chemistry, Pre-Calculus, FST, Geometry, Algebra, Math 7, Math 8, IPS, Earth Science, Environmental Science.
- Participated on the Negotiating Team, School Improvement Team, National Honor Society Council, Positive Behavioral Intervention Team, and Crisis Prevention Intervention Team.
- · Participant in Co-nect three-year comprehensive school reform model (standard based portfolio assessment, project-based learning, curriculum mapping, rubric assessment, student led conferences, and a variety of technology trainings).
- · Served as advisor for Student Forum, Junior Class, Senior Class, and Engineering Club.

#### **EDUCATION:**

Master of Arts Degree in Educational Administration and Supervision Northern Michigan University, Marguette, Michigan - May 2000

- Bachelor of Science Degree
- Michigan Technological University, Houghton, Michigan November 1992 Major: Mathematics

Minor: Science

- Michigan Professional Teaching Certificate: (EX/DX) Grades 6-12
- Iowa Master Educator License (1015816): 5-12 Mathematics, 5-12 Chemistry 5-12 Biological Science, 5-12 All Sciences

#### TRAININGS:

- SAMI (Self-Assessment of MTSS Implementation) to develop, implement, and support components of a multi-tiered system of supports and develop actionable implementation plans.
- Illustrative Mathematics Instructional Academy
- Google Drive Systems in Education
- Professional Learning Community (PLC)
- · Self-defense, offender restraints, emergency communications, contraband searches, pat downs, gang recognition and operation tactics, situation de-escalation, riot survival tactics, situational awareness.

#### **AUTHOR:**

- "Seven Doors In" Signed with Brown Publishing. This book chronicles my experiences teaching in a maximum-security penitentiary. Having the largest graduation class at this prison has led my story to be optioned and developed into a scripted feature film.
- "Seven Doors Out" Signed with Purpose Publishing. This eBook is written for parents and teens. It gives students ideas on how to cope with the anxieties of life so they can thrive in high school and beyond. This book will release in October.

#### CEO and Owner – The 7th Door LLC:

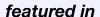
• My company is in the developmental stages. This company will continue to offer workshops to educators all around the world both virtually and in person. Additionally, coaching services will be offered to teens to help them thrive in high school and beyond.

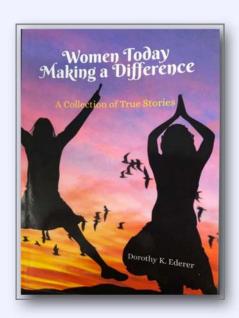
#### AWARDS AND HONORS:

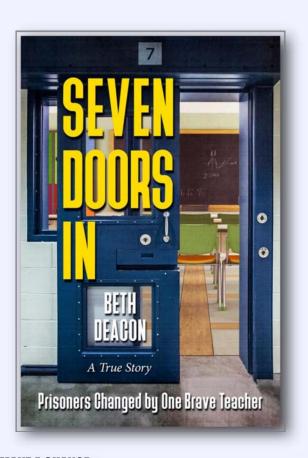
- Sanford Inspirational Teacher Award Recipient, Iowa, 2018
- Iowa Correctional Teacher of the Year, 2017
- Nominated for the Presidential Award for Excellence in Teaching Mathematics.
- Finalist for the Rosenthal Award. Competed with math teachers all around the world.
- Featured in "Women Today Making a Difference".

#### PRESENT/PAST MEMBERSHIPS, VOLUNTEER ACTIVITIES & BOARD AFFILIATIONS

- · National Council of Teachers of Mathematics, Iowa Education Association.
- Correctional Education Association.
- Michigan Education Association, National Council of Teachers of Mathematics.







**BE BRAVE ENOUGH TO MAKE A CHANGE** 





#### **AMJET** Turbine Systems, LLC

#### AFFORDABLE, RENEWABLE POWER

3588 Main Street, Keokuk, Iowa 52632

Phone: (319) 524 0900 Fax: (561)243-0258 Mobile: (561) 926 1587

Website: amjethydro.com E-mail: info@amjethydro.com



#### AMJET history in Keokuk

Oct. 26, 2020

In August 2009 Amjet Turbine Systems, LLC (ATS) was incorporated in Iowa:

2010—with unsecured loan from Lee County (\$150,000)

2010—unsecured loan from the City of Keokuk, (\$200,000).

2009—2010 The disruptive ATS design concept was developed, designed, patented, peer reviewed and approved for full scale manufacture.

2012— Iowa grant funding (total \$425,000) to build the scale model (ATS-8) to prove out and test this concept at UI's IIHR Hydroscience & Engineering Laboratory with mostly Keokuk and Iowa labor. (ALCAR, Inc.) Test was successful.

2013—DOE federal grant funding (based on above success) (\$1,150,000) to design and build the ATS-63, the full-size unit. Turbine/generator unit was completed.

2013—Ongoing contact with several large corporations like Berkshire Hathaway Energy which owns hundreds of hydropower installations around the world, established that they want to see the AMJET turbine tested in real life conditions, like the Brainerd, Minnesota Dam as well as the Keokuk Dam to commit to considering applications on their venues.

2014—Take-over offer by Charlie Helton, wanting to move to N Carolina; offer rejected.

2014—Federal DOE funding application for installation and testing was denied. ATS was facing bankruptcy. ATS was applying for other grants to fill the gap with no luck.

2015—ATS found an investor (Roger Ernst) with capacity to sustain further operation, while searching for a larger investor to take on the ATS-63 to installation and testing on the Brainerd, MN Mississippi Dam. The potential there is the sale of 5 more units on that same dam once the first one is proven successful.

- 2016—ATS, with funding by Roger Ernst, pays off the Lee County \$150,000 loan.
- 2016—Shortage of skilled labor forces ATS to operate on a 2-day work week using highly trained workers at the Morse Rubber location.
- 2017—Shortage of skilled labor forces us to operate on a 2-day work week using highly trained workers at the Morse Rubber location.
- 2018—Testing of the ATS-63 turbine on the Brainerd, MN Dam provided a wealth of information for improvements. One matter in particular gave us a challenge because there was no precedent for this operating method that took us all of 2019 to solve. The final fix came in March 2020 but the sub-contractor Griffin Industries agreeing to **deliver in June 2020**, was unable to complete the armature segment components because of personnel changes in their factory and the pandemic situation in Wisconsin. We have received the last armature segments *Mid-October 2020*.
- 2019—1) Shortage of skilled labor forces us to operate again on a 2-day work week using highly trained workers at the Morse facility.
- --2) The Fiberglass housing shows problems that need a complete investigation and correction. MM Composite of Mt. Pleasant is our subcontractor manufacturer of these composite parts. They are the main supplier of critical components for Siemens wind mill blades in Ft. Madison and have the facility and the labor to repair and complete the turbine before winter to allow installation in Brainerd Early November. The delays in correcting the problems with the turbine's fiberglass has prevented this from happening.
- 2019—One of the largest construction companies in the world has expressed an interest in ATS and is making a decision based on discussions and a visit early next year.
- 2020—The ATS-8, after 2 years of discussion with Ameren UE, the Keokuk dam owner will allow ATS to place the small turbine/generator on the dam for extended time for testing. It has been ready for this test for 1 year while waiting for approval. The follow-up project will to replace each one of the components with 3Dprinted composite components, produced by MM Composite in Mt. Pleasant.
- 2020—The highly trained employees in the Morse Rubber facility quit in June 2020 siting family problems, leaving ATS with no labor to operate. Two replacement personnel are not capable of taking on the required tasks. The immediate problem is completing the ATS-63 in time for placement of the turbine in the Brainerd Dam before winter season. Due to moving delays this is no longer possible.

MM Composite has offered to move the ATS-63 to their shop to faster assemble the unit (cleaner and full week's skilled Labor) as they have personnel available on 5 day work week. With limited financial resources at this time, the obvious solution was to temporarily move the ATS-63 operation to Mt. Pleasant to have the experienced

engineers in fabricating this type of fiberglass investigate and then to make all corrections to design and fabrication.

2020—If Roger Ernst had not stepped in in 2015, ATS would have been bankrupt and both the unsecured Lee county and Keokuk loans would have never been paid back (total \$350,000 + interest) and lost to the city and county. Rolling over the city loan will ensure the continuation of the payback opportunity for the Keokuk unsecured loan.

Below is attached a power-point presentation explaining the vast improvements over any conventional hydro system the AMJET system provides. What you see in this slide show would not have existed without the Keokuk loan contribution to the cause that became AMJET so thank you for the opportunity, Keokuk.

In conclusion: ATS has been faithful to Keokuk to the point of paying off an unsecured loan (Lee County) and turning down a buy-out offer (Charlie Helton). I have spent 10 vears of my life and ATS has spent over \$4 million in funds building and testing 2 turbine/generators in Keokuk. We are doing everything we can to make AMJET a financial success and payoff all debts. Since this is a new product, unexpected challenges occur that need to be dealt with, such as fiberglass cracks, over-heating problems labor unavailability and the pandemic disproportionally affecting or subcontractor Griffin Industries. Measurements and solutions are due before the ATS-63 can be returned to the Brainerd Dam for duration testing. To prepare for this, very specialized skills are needed that relate to the fiberglass components issues. We will continue to keep you updated on all progress we make on these technology challenges.

We are looking forward to the plans for a new industrial park on Carbide Lane and envision setting up an ATS Manufacturing Plant.

With best wishes,

Paul Roos, ATS Managing Member

Paul W. Roos, Managing Member AMJET Turbine Systems, LLC (ATS) P.O. Box 278 Keokuk, IA 52632

Ph: 319 524 0900 Cell: 561 926 1587

# DISRUPTIVE HYDRO AMJET Turbine Systems, LLC (ATS)

Keokuk, Iowa, USA www.amjethydro.com

## CONCEPT AND PROGRESS REPORT ON CONSTRUCTION OF ATS LOW HEAD SMALL HYDRO TURBINE SYSTEMS

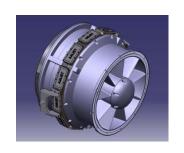


November 2019



#### **IMAGINE A HYDROTURBINE THAT HAS:**

- No Wicket Gates or variable runner pitch
- No Mechanical/Hydraulic Governor
- No Powerhouse/Overhead Crane
- No Corrosion
- No Heavy, complicated foundation
- No Separate Generator, Drive Shaft or Gear Box
- No Months' Long Maintenance Shutdowns

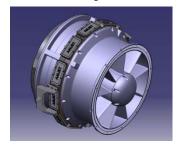


Such a turbine would be a hydro dream come true. All of these points represent avoided cost to the acquisition, installation and operation of the system

\*\*AMJET Turbine Systems, LLC\*\*

#### ALSO IMAGINE A HYDROTURBINE THAT HAS:

- Electronic Synchronization that is instant
- Electronic Control ensuring optimum (over 80%)
   turbine efficiency from 25 to 100% turbine output
- Weight and Footprint up to 5X smaller
- Replacement or Overhaul in one day
- In-Line Installations, otherwise impossible
- Easy Adaptation to retrofit locations

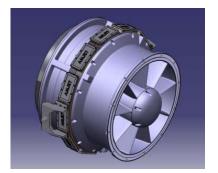


This would be an even bigger hydro dream come true. All of these points additionally lower the cost of installation and operation



## IMAGINE FURTHER A TURBINE THAT IS LOWER IN COST:

- Cost of Construction (fewer parts, one moving part)
- Cost of Materials (3D printed composite, not metal)
- Cost of Transportation low (ships in container)
- Variable speed erases diameter dependency:
- One size unit fits a range of applications
- Turbine/generator is mass producible

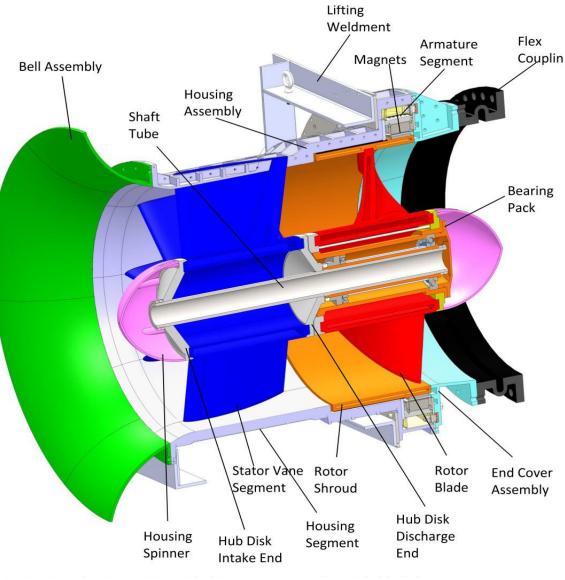


STOP IMAGINING, THIS TURBINE IS HERE!!



#### **DESIGN OF ATS-63 TURBINE/GENERATOR**

Based on UI-IIHR scale model test results, funding by DOE under SBIR and Iowa State grant funding the ATS-63 with capacity of up to 2.5MW. It was designed, peervetted, approved and built. The initial unit, 600kW, is being tested on the Brainerd, MN Mississippi Dam. The DC generator portion weighs 1.2Tons, a 600kW induction generator weighs 5T



**AMJET** Turbine Systems, LLC



#### SCALE MODEL TURNED PRODUCTION UNIT

A 1/8 scale model, built by ATS, tested and validated by the University of Iowa's IIHR Hydroscience Lab will be tested on the Keokuk Dam:

- (1) Need dam test for <u>constant head with varying flow</u> and <u>longer term operation</u> not attainable in a pump-driven laboratory test.
- (2) Market interest for the ATS-8, (new name for scale model) has been identified. (<u>Power recovery in municipal water works</u>, <u>Micro-turbine/generators for Africa</u>)
- (3) Test unit to evaluate <u>3D Printed parts</u> for ATS-8 commercial application under CRADA with Oak Ridge National Laboratories (ORNL).
- (4) Oak Ridge will test and develop <u>rules to define variable speed turbines</u>, part of CRADA between ORNL and ATS to <u>validate 3D printing</u> and turbine performance. <u>The new ATS-32</u> will be developed and directly produced & tested in 3D printed form under this agreement.



8" scale model on test bench at UI-IIHR ©ATS 2019



# ATS ADVANTAGES OVER CONVENTIONAL DESIGN, RECAP (1):

## A)—Turbine/Generator Equipment

## Variable speed DC power generation provides:

- (1) Up to 5x lower weight and footprint, allowing the combination of turbine and generator in one housing of 3D printed composite construction, providing in-line operation at any angle, under water operation and one day overhaul/replacement.
- (2) Electronic DC generation, speed control and inverter to grid frequency and voltage. It operates at over 80% hydraulic efficiency across 25 to 100% output range. Inverter provides instant synchronization.
- (3) Modular design, selectable output per application at assembly (one diameter fits many applications) and is mass producible.



# ATS ADVANTAGES OVER CONVENTIONAL DESIGN RECAP (2):

## B)—Dam installation:

Installation cost and time is a fraction of conventional; low environmental impact :

- (1) Low weight, compact turbine with generator in same housing
- (2) Simple foundation or no foundation (in-line pipe suspension)
- (3) In-line flow, simple retrofits or applications
- (4) Pit installation and installations not otherwise possible
- (5) Easily serviceable with dedicated lift equipment
- (6) Under water operation, all angles

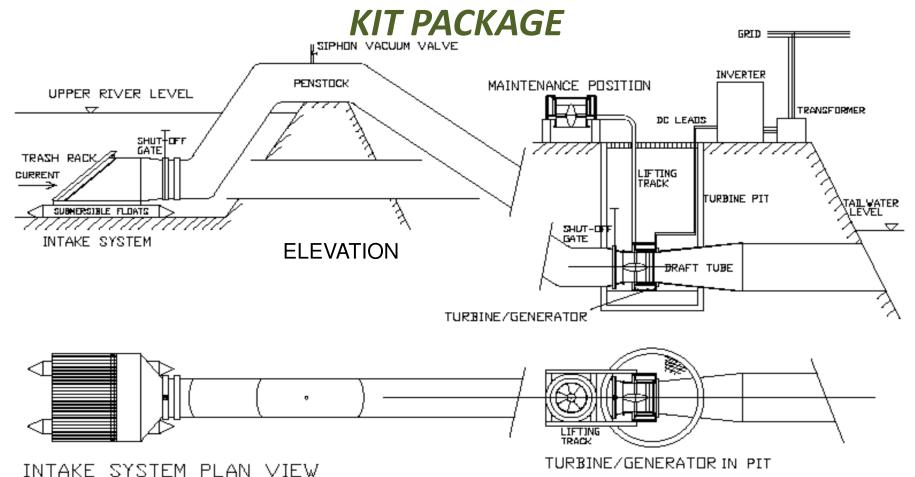
## C)—Non-dam Conduit installation:

#### Placements not otherwise feasible

- (1) In-line flow, low weight (in-line pipe suspension)
- (2) Pit installation, wet or dry
- (3) in-conduit placement, all angles
- (4) Easily serviceable



## ATS ADVANTAGES OVER CONVENTIONAL RECAP (3):



INCLUDES: -- ATS Prefabricated Intake Assembly with Trash Rack and Shut-off Gate -- Pre-engineered Penstock and Draft Tube – Prefab Turbine Pit with Mounting Points -- Turbine/Generator with lifting track and Electronics Package with 480/680 V 3ph power output

**AMJET** Turbine Systems, LLC

## NUMERICAL RESULTS

## 20 @ ATS-63 Turbine/Generators applied to Keokuk Dam

### **Cost of Manufacture**

The net price of the ATS-63 turbine/generator is \$1500 per kW. The application of the ATS-63 turbine to the Keokuk Dam (38ft Head) results in a per unit output of 2,176kW at 877cfs with 77.34% water-to-wire efficiency. 20 units would produce 43,5MW at 17,500cfs for a total cost of \$65,250,000. It will do this at an estimated Capacity Factor of .75 (lower down time and efficient power). This translates to annual production of 285,000MWh. This cost will drop with volume production.

### **Cost of Installation**

The installation cost is estimated at \$400 per kW and comes out at \$17,400,000. Total unit and installation cost is \$82,650,000

## **LCOE Calculation**

The numeric answer is \$32.2/MWh (based on 20yrs, CRF=1.5 and operating cost \$150,000/yr. Number will be lower with increased production.

## ATS INSTALLATION COMPARISON

## Calculation (ATS vs. metallic turbine-generator analysis)

Economic comparison was done to analyze cost differentials between competitive systems (Andritz Hydro and the MJ2 Technologies-VLH and the ATS-63 turbine in multiple-unit installations. The Table below illustrates the economic advantages of ATS hydropower systems over competitive systems based on return-on-investment (ROI) and payback time. \*The cost of the competitive equivalent systems was obtained from a quote given to the University of Iowa in 2005 and was also applied to the Oakland Mills Dam because of its similarity; the Quincy cost was obtained from published data by the city of Quincy, IL. \*\*If the net annual income were used totally to pay off the bond, the payback could be 7 years.. Note cost/kWh of \$0.036 and \$0.032, close to LCOE \$0.032

Location	Oakland	d Mills Dam		rlington Street am)		and Dams 20, 2 22)
River	SI	KUNK	IOWA		MISSISSIPPI	
Average head in feet		8	10		9.5	
Proposed installed power	1	MW	1 MW		43 MW	
ATS or competitive system	ATS	ANDRITZ	ATS	ANDRITZ	ATS	VLH
Capacity factor	0.75	0.6	0.75	0.6	0.75	0.6
Megawatt-hours (MWh) per year	6,570	5,256	6,570	5,256	282K	226K
Power wholesale value (\$ per kWh)	0.065	0.065	0.065	0.065	0.065	0.065
Bond amortization time – 5% yield (years)	15	15	15	15	15	15
System estimated cost (millions \$)*	1.9	3.5	1.9	3.8	83	200
Total annual production cost (thousands \$)	239	399	239	428	8,979	22,488
Cost to produce (\$ per kWh)	0.036	0.076	0.036	0.081	0.032	0.085
Income annual power sales, (thousands \$)	427	342	427	342	18,363	17,139
Net annual income (thousands \$)**	188	-58	188	-86	8,421	-5,350
Payback period (years)	10.1	Subsidy Needed	10.1	Subsidy Needed	9.9	Subsidy Needed
Zero-net-present-value ROI	11.05%	-0.18%	11.05%	-0.92%	11.17%	-1.41%
Cost (\$ per kWh) after bond pay-off	\$0.011	х	\$0.011	x	\$0.0056	х

**AMJET** Turbine Systems, LLC



## ATS-8 TEST INSTALLATION ON KEOKUK DAM





ATS-8Turbine/generator ready for assembly on support frame

Turbine mounted on support frame ready for test installation on dam

AMJET Turbine Systems, LLC



## Build and test the ATS-8 turbine/generator produced from 3-D printed composite components (1)

The ATS-8 has been re-designed for 3-D printing. The stronger and smaller parts the RUNNER and INNER STATOR, use ULTEM. The larger and more robust parts, the INTAKE BELL, the OUTER HOUSING and the DRAFT TUBE are printed in CF-ABS (25%Carbon Fiber). The ATS-8 produces 3 to 40kW with up to 50ft Head and 15cfs flow.

**DRAFT TUBE, CF-ABS** 

ARMATURE, METAL

RUNNER, ULTEM

**OUTER STATOR HOUSING, CF-ABS** 

INNER STATOR, ULTEM

**INTAKE BELL, CF-ABS** 

Intake and discharge flanges are Commercial PVC

Rendering of ATS-8 3D printed turbine/generator



# Build and test the ATS-8 turbine/generator produced from 3-D printed composite components (2)

#### STRATASYS—ULTEM

**BAAM—CF-ABS** 

**INTAKE BELL** 



### STATOR INNER HOUSING



STATOR OUTER HOUSING



**RUNNER** 



**DRAFT TUBE** 





**COMBINED INNER AND** 

**OUTER HOUSINGS** 

### ATS-63 FULL SIZE TURBINE

The turbine/generator as shown in the left picture shows the unit with rotation axis in horizontal position. The rotor is the only moving part on the turbine/generator and contains both turbine blades and the generator permanent Magnets.



Sideways ready for final assembly



Completed Turbine ready for shipment

**AMJET** Turbine Systems, LLC



## **ATS-63 INTALLATION**

# Install *ATS*-63 turbine/generator system on the Brainerd MN. Dam in the Mississippi River.





Off-loading turbine on dam

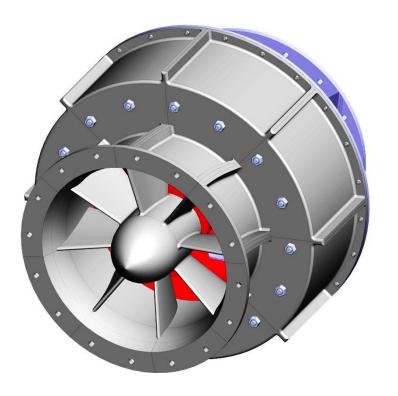
Installation of turbine in pit



## ATS-32 INTERMEDIATE TURBINE (in progress)

# Build and test the ATS-32 turbine/generator produced from 3-D printed composite components

The ATS-32 is sized to fit the smaller rivers in the US and the world. It produces from 50kW to 850 kW at up to 50ft net head and 250cfs of flow. Construction material: High Strength 25% Carbon Fiber Polymer.



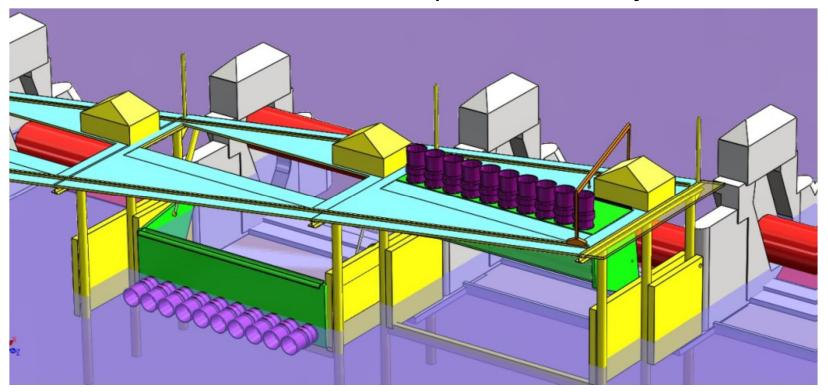
Based on success of the ATS-8 3-D printed turbine tests, the ATS-32 will be built directly of 3-D printed components without using tooling or major machining. It is made directly from CAD-CAM files, allowing fine tuning the component design after initial assembly. Like the ATS-8, it will be tested on the Mississippi Dam In Keokuk, IA. The design is ready for building and testing upon completion of the ATS-8 tests.

**AMJET** Turbine Systems, LLC



## ATS-63 MULTIPLE INSTALLATION

ATS has patented a multiple turbine dam installation system for Lock and Dam venues in the Mississippi River and other rivers. We are anticipating funding by a possible DOE grant/municipal power association combination to recover power from major U.S. rivers.





# AGENDA CITY COUNCIL MEETING November 5, 2020

500 N. 20<sup>th</sup> 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 October 15, 2020;
  - Liquor License for Dr. Get Wells Bar & Grill, 1100 Main Street, effective November 24, 2020 Class C Liquor License with Catering Privilege, Outdoor Service and Sunday Sales (pending dram);
  - Resolution approving an Urban Revitalization Tax Exemption for Linda Bradley, 2611 Middle Road, attached garage;
  - Motion to pay bills and transfers listed in Register No.'s 5173-5175;
- 7. Consider resolution amending and correcting Keokuk City Council Resolution No. 140-18 that vacated and disposed of a 66' x 300' platted unimproved portion of Carroll Street between Block 81 & 82 and S. 3<sup>rd</sup> & S. 4<sup>th</sup> Streets, original City of Keokuk, Lee County, Iowa.
- 8. Consider resolution to approve the promotion of Officer Tanner Walden to Sergeant of the Keokuk Police Department.
- 9. Consider resolution approving Task Order No. 2 agreement for engineering services Keokuk Municipal Airport, Keokuk, Iowa reconstruct runway 14/32 lighting.
- 10. Consider resolution approving agreement with The SpyGlass Group, LLC.
- 11. Consider resolution approving the 2020 Annual Finance Report.
- 12. Motion to set a Special Council Meeting for November 10, 2020 @ 3:00 p.m. at City Hall.
- 13. Boards & Commissions.
- 14. Staff Reports:
- 15. New Business:
- 16. Adjourn meeting.

#### MEETING MINUTES COUNCIL WORKSHOP October 15, 2020 5:30pm

Present in person: Richardson, O'Connor, Altheide, Payne, Dade, Andrews, Marsden,

Bryant. Helenthal entered the meeting at 5:35 p.m.

Present by phone: Dunek entered the meeting at 5:48 p.m.

Absent: None

Staff present in person: O'Donnell, Ludwig, Broomhall, R. Weis, R. Helenthal

Present by phone: Hinton

- 1) Discussed tree planting in city right of way.
- 2) Discussed traffic lights on Main Street at 2028 (Farm & Home entrance) and 2329 Main (Burger King entrance).
- 3) Discussed weight limits on city streets.
- 4) Began a review of the council meeting agenda.
- 5) Adjourned at 6:30 p.m.

# MINUTES CITY COUNCIL MEETING October 15, 2020 500 N. 20th Street 6:30 P.M.

The City Council of the City of Keokuk met in regular session on October 15, 2020 at 500 N. 20<sup>th</sup> Street. Mayor Thomas L. Richardson called the meeting to order at 6:30 p.m. There were nine council members present, none absent. Mike O'Connor, Linda Altheide, Ron Payne, Devon Dade, Steve Andrews, Linda Marsden, John Helenthal and Roger Bryant were present in person. Susan Dunek was present by phone. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Jean Ludwig, Public Works Director Robert Helenthal, Community Development Director Pam Broomhall and Bridge, Park, Cemetery and Sanitation Manager Bob Weis were present in person. Police Chief Dave Hinton was present by phone. All measures will be by roll call.

**MAYOR'S CORRESPONDENCE:** Gave an update on Keokuk Saddle Club improvements at Joyce Park, asked for volunteers for City of Christmas set-up and mentioned the Lake Cooper Haunted House.

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

- Minutes of the Airport Commission meeting of September 28, 2020;
- Minutes of the Council Workshop & regular City Council meeting of October 1, 2020;
- Minutes & Certified list of the Civil Service Commission meeting of October 3, 2020;
- Cash Receipts & Treasurer's Report for September, 2020;
- **RESOLUTION NO. 161-20:** Approve a Liquor License for Aldi, Inc., 3379 Main Street, effective October 22, 2020 Class C Beer Permit with Class B Wine Permit and Sunday Sales;
- **RESOLUTION NO. 162-20:** Approve a Liquor License for Southside Boat Club, 625 Mississippi River Drive, effective October 30, 2020 Class A Liquor License with Outdoor Service & Sunday Sales;
- **RESOLUTION NO. 163-20:** Approve a Liquor License for Los Tapatios Restaurant, 706 Main Street, effective November 1, 2020 Class C Liquor License with Sunday Sales;
- Motion to pay bills and transfers listed in Register No.'s 5170-5172;

Mayor Richardson opened the public hearing at 6:35 p.m. on a request to vacate and dispose of public ROW. A public hearing notice was published in the Daily Gate City on Thursday, October 8, 2020.

**COMMENTS:** Broomhall explained the request by Bruce and Kathy Scott, and that it has been approved by the Planning Commission. Mr. Scott asked about a utility easement and Broomhall said she would check into it.

No further comments were received, Mayor Richardson closed the public hearing at 6:37 p.m.

Motion made by O'Connor, second by Bryant to approve the following proposed **RESOLUTION NO. 164-20:** "A RESOLUTION TO VACATE A 66'X140' PLATTED UNDEVELOPED PORTION OF S. 13<sup>TH</sup> STREET & CONVEYANCE OF THE SAID STREET TO ABUTTING PROPERTY OWNERS." (9) AYES, (0) NAYS. Motion carried.

Motion made by O'Connor, second by Bryant to approve the following proposed **RESOLUTION NO. 165-20:** "A RESOLUTION TO APPROVE A CONTRACT WITH THE ACCOUNTING FIRM OF ANDERSON, LARKIN & CO. TO PERFORM FISCAL YEAR AUDITS." (9) AYES, (0) NAYS. Motion carried.

Motion made by Altheide, second by Helenthal to approve the following proposed **RESOLUTION NO. 166-20:** "A RESOLUTION CREATING THE POSITION OF AIRPORT MANAGER." (8) AYES, (1) NAY - Dade. Approved 8-1. Motion carried.

Motion made by Helenthal, second by O'Connor to approve the following proposed **RESOLUTION NO. 167-20:** "A RESOLUTION NAMING RAYMOND OTT AS THE MANAGER OF THE KEOKUK MUNICIPAL AIRPORT." (8) AYES, (1) NAY - Dade. Approved 8-1. Motion carried.

Motion made by Helenthal, second by O'Connor to approve the following proposed **RESOLUTION NO. 168-20:** "A RESOLUTION GRANTING EXCEPTION TO EMPLOYEE RESIDENCY REQUIREMENT." (6) AYES, (3) NAYS – Payne, Dade, and Bryant. Approved 6-3. Motion carried.

Motion made by O'Connor, second by Helenthal to approve the following proposed **RESOLUTION NO. 169-20:** "A RESOLUTION ADOPTING TITLE VI/NON-DISCRIMINATION ASSURANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION ORDER NO. 1050.2A." (9) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, second by Bryant to approve the following proposed **RESOLUTION NO. 170-20:** "A RESOLUTION APPROVING TITLE VI NON-DISCRIMINATION AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION." (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Altheide to approve the following proposed **RESOLUTION NO. 171-20:** "A RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19 GOVERNMENT RELIEF FUND." (9) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, second by Marsden to approve the following proposed **RESOLUTION NO. 172-20:** "A RESOLUTION APPROVING THE BY-LAWS OF THE KEOKUK PARK & RECREATION ADVISORY BOARD." (9) AYES, (0) NAYS. Motion carried.

Motion made by O'Connor, second by Dade to approve the following proposed resolution approving fourth modification agreement to convertible promissory note. After discussion, Helenthal made a motion to table, second by Dade. (9) AYES, (0) NAYS. Approved motion to table 9-0. Motion carried.

**BOARDS & COMMISSIONS:** O'Donnell reported a vacancy on the Rand Park Pavilion Commission.

Second report on nomination to the Grand Theater Commission of Janice Lindner, Raeann Salter, Stephanie Ewing, Ryals Parker, and Jerry Herr. Three-year term to expire 11/05/2023. (Elsa Pietscher has removed her name from nomination).

Second report on nomination to the Park and Recreation Advisory Board of Ralph Dial and Dick Malloy. Three-year term to expire 11/02/2023

Final report on nomination to the Park and Recreation Advisory Board of Mike Greenslaugh. Term to expire 11/2/2022. Motion to approve by O'Connor. Second by Dade. (9) AYES, (0) NAYS. Motion carried.

**STAFF REPORTS:** Broomhall reported building permits have been issued for Arby's and Scooter's Coffee.

O'Donnell reported on the following: CARES Act, hiring a consultant to assist with FEMA claims, potential S.I.D. Center tenants, search for a new Keokuk Waterworks General Manager and results of city-wide cleanup.

There being no further business, Mayor Richardson adjourned the meeting at 7:38 p.m.

#### **RESOLUTION NO.**

**WHEREAS,** Application has been made by Get Wells Corporation for a Class C Liquor License for Dr Get Wells Bar & Grill, 1100 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,** Get Wells Corporation 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 Catering Privilege, Outdoor Service and Sunday Sales for Dr Get Wells Bar & Grill, 1100 Main Street, effective November 24, 2020, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 5<sup>th</sup> day of November, 2020.

	CITY OF KEOKUK, LEE COUNTY, IOWA
	By:
	THOMAS L. RICHARDSON, MAYOR
ATTEST:	
JEAN LUDWIG	, CITY CLERK

#### RESOLUTION NO.

WHEREAS, The City Co	ouncil of the City	of Keokuk ha	s adopted	provisions	for	Urban
Revitalization Tax Exemp	otion and;					

WHEREAS, Applications have been submitted;

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

An Urban Revitalization Tax Exemption for the following homeowners be approved:

• Linda Bradley, 2611 Middle Road, attached garage

Passed this 5th day of November, 2020.

	Thomas L. Richardson, Mayor	_
Attest: Jean Ludwig, City Clerk		

#### APPLICATION FOR URBAN REVITALIZATION EXEMPTION

Pursuant to the provisions of Iowa Code Chapter 404 and Ordinance 1716 of the City of Keokuk, application is made for an Urban Revitalization Tax Exemption. This application to be filed with the City of Keokuk by February 1, of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation.

Property	Owner Name:	Linda Bradley		
Property	Owner Address:	2611 Middle Road		
	of Residential Property for Exemption:	2611 Middle Road		
1	ified real estate is eligible to receive ded by improvements. The exemption	a one-hundred percent exemption from taxation on the actual on is for three years.		
	28' x 32' attached garage	ew construction for which an exemption is claimed: construction of existing buildings or structures:		
3. V	Was prior approval given by the City Council for this exemption?  Yes: (by Res. No) No:			
4. E	Estimated costs of the improvements			
6. P	2020			
I hereby swear that the information presented on this application and all attached supporting documents are true, correct and complete.    Property Owner   Date   Date				
I have				
A	Assessor Signature	Date		

Honorable Mayor, City of Keokuk P. O. Box 400 Keokuk, IA 52632

Honorable Mayor:

Please accept this application for urban revitalization tax exemption (as adopted by City Ordinance No. 1716) for my improvement project located at <u>2611 Middle Road</u>.

As per the guidelines set forth in Section 404, of the Iowa Code, which deals with applying for an exemption, please find in the succeeding paragraphs the following information:

- Nature of the improvement
- Cost of the improvement
- Estimated date of completion
- Tenants that occupied the owner's building on the April 1, 2001
- Elected exemption as prescribed by ordinance

My project is (describe in detail): 28' x 32' attached garage

The estimated cost of the completed project is \$42,500.00 and it will be completed on, 12-30-2030

The tenants that now occupy the property are the same tenants that occupied the property on April 1, 2001, or I am the owner-occupant, or:

Because my building is a new building, there were no tenants occupying my building on April 1, 2001.

Upon approval of my application for tax exempt status, the exemption schedule as specified in Section 404.3, subsection 3: "....qualified real estate is eligible to receive a one—hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years."

I hope you find this application acceptable. Please let me know if you need additional information.

Sincerely,

Property Owner(s) Signature

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 5, 2020.

#### **REGISTER NO. 5173**

ALTORFER INC.	PARTS	\$ 1,195.72
AMI PIPE & SUPPLY	SUPPLIES	\$ 39.35
BEARING HEADQUARTERS CO.	PARTS	\$ 328.60
GATE CITY PUBLISHING	PUBLICATIONS	\$ 116.20
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 162.50
GRAY QUARRIES, INC	ROADROCK	\$ 1,220.07
JIM BAIER, INC	PARTS	\$ 546.87
HARTRICK'S LUMBER	SUPPLIES	\$ 330.62
ERIC E. SUTER	SERVICE CALL @ WPC	\$ 130.00
KRICHEL'S ANIMAL HOSPITAL	SERVICE ANIMAL CONTROL	\$ 254.51
RIVER CITY PARTS, INC.	PARTS	\$ 433.65
J & S ELECTRONICS BUSINESS,INC	CONTRACT AGREEMENT	\$ 275.44
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 206.26
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 874.50
HICKEY CONTRACTING COMPANY	LABOR/MATERIALS 7TH & MAIN	\$ 1,655.00
KEYSTONE LABORATORIES, INC.	TEST SAMPLES	\$ 1,124.40
TASKE FORCE, INC.	TEMPORARY HELP	\$ 2,085.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 992.76
MCFARLAND-SWAN OFFICE CITY	LIBRARY SUPPLIES	\$ 77.95
PETTY CASH-KEOKUK LIBRARY	LIBRARY PETTY CASH	\$ 13.54
HACH COMPANY	LAB SUPPLIES	\$ 251.38
CENTURY LINK	SERVICE	\$ 958.78
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 9,683.71
PILOT GROVE SAVINGS BANK	RENT	\$ 3,500.00
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 1,450.71
SAFETY-KLEEN	CLEAN REFILL TANKS	\$ 201.60
IOWA DEPT. OF PUBLIC SAFETY	POLICE DEPT TERMINAL BILLING	\$ 300.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 714.11
KEOKUK CONTRACTORS, INC	LABOR/MATERIALS	\$ 2,363.45
ELECTRIC PUMP	WPC SUPPLIES	\$ 1,523.84
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 2,053.90
EWART'S FAB & CUSTOM CUTTING	LABOR/MATERIALS	\$ 1,135.00
GOODYEAR AUTO SERVICE CENTER	TIRES	\$ 592.28
ENDERLE HEATING & A/C COMPANY	LIBRARY REPAIRS	\$ 259.65
HY-VEE, INC.	SUPPLIES	\$ 175.71
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 569.14
MIDWEST RADAR & EQUIPMENT	POLICE DEPARTMENT	\$ 280.00
VWR INTERNATIONAL	LAB SUPPLIES	\$ 43.78
RAIRDEN AUTO SALVAGE, INC.	TOWING SERVICE	\$ 25.00
NIEMANN FOODS, INC./ACE	SUPPLIES	\$ 901.49
KEOKUK AREA MEDICAL EQUIPMENT	MEDICAL SUPPLIES	\$ 91.10

#### **REGISTER NO. 5174**

TERMINAL SUPPLY CO.	MATERIALS/FREIGHT	\$ 639.96
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 286.03
JAMES K. NEFF	LABOR/MATERIALS	\$ 637.41
LABOR DAY MEDIA FUND	LABOR DAY ADVERTISEMENT	\$ 150.00
RAINBO OIL COMPANY	AIRPORT SUPPLIES/MATERIALS	\$ 76.12
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 1,306.10
WISS & WISS EQUIPMENT INC.	PARTS	\$ 282.52
WAL-MART COMMUNITY/GECRB	SUPPLIES	\$ 101.83
TOTAL SOLUTIONS, INC.	IT SERVICES/BACKUP	\$ 1,984.63
DISCOUNT TIRE & SERVICE	TIRES	\$ 211.00
BNSF RAILWAY COMPANY	PROFESSIONAL SERVICES	\$ 3,815.73
POLYDYNE, INC.	POLYMER - WPC	\$ 23,519.80
SYNCB/AMAZON	LIBRARY SUPPLIES	\$ 53.54
DENNIS MCGINNIS	REIMBURSE CDL	\$ 32.00
EMC NATIONAL LIFE COMPANY	INSURANCE PREMIUM	\$ 1,181.15
MEDIACOM	SERVICE	\$ 1,100.06
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$ 17,510.00
GRAINGER	WPC SUPPLIES	\$ 89.66
IMI EQUIPMENT, LLC	PARTS	\$ 732.95
MELTON'S AUTO, POWER & OUTDOORS	PARTS	\$ 197.05
LEXISNEXIS RISK SOLUTIONS	POLICE DEPT CONTRACT	\$ 134.37
VISA	CARD SERVICES	\$ 2,121.16
DIGITAL ALLY, INC.	POLICE DEPT SUPPLIES/MATERIALS	\$ 850.00
QC ANALYTICAL SERVICES, LLC	TOTAL SOLIDS/FECAL MPN	\$ 455.00
LEE COUNTY TREASURER	TAXES	\$ 225.00
RELIABLE PEST SOLUTIONS	PEST CONTROL	\$ 144.90
BRITE-WAY WINDOW SERVICE	SERVICE KEOKUK PUBLIC LIBRARY	\$ 16.00
GALLS,LLC-CARPENTER UNIFORMS	POLICE DEPT EQUIPMENT/SUPPLIES	\$ 1,521.38
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$ 224.28
THOMAS M. JONES JR.	MOW/TRIM @ PUBLIC LIBRARY	\$ 450.00
SEITHER & CHERRY CO.	WPC LABOR/EQUIPMENT/MATERIALS	\$ 1,230.14
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 563.95
MUNICIPAL CODE CORPORATION	ONLINE CODE HOSTING	\$ 650.00
WEST CENTRAL FS INC.	BULK FUEL	\$ 13,568.40
PACE ANALYTICAL SERVICES, INC.	WPC SAMPLE TESTING	\$ 470.00
INTERSTATE BATTERIES OF	BATTERIES	\$ 133.95
VERIZON WIRELESS	CELL PHONE SERVICE	\$ 89.47
WINDSTREAM	SERVICE	\$ 1,011.62
AMERICAN TEST CENTER	ANNUAL SAFETY INSPECTION FIRE	\$ 1,900.00
KURANDA USA	ANIMAL SHELTER SUPPLIES	\$ 200.89
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 66.90
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 341.75
DOUG SEABOLD	TOOL ALLOWANCE	\$ 79.17
WhenToWork, Inc.	ONLINE SCHEDULING-LIBRARY	\$ 100.00
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$ 342.25

#### **REGISTER NO. 5175**

INTERSTATE BILLING SERVICE,INC	PARTS	\$ 1,291.05
ARMSTRONG TRACTOR LLC	PARTS	\$ 382.71
MENKE PROFESSIONAL AUTO PARTS	PARTS	\$ 82.32
JEFFREY JOE HERR	CLEAN/SECURE VARIOUS PROPERTY	\$ 4,620.00
THACHER TREE CARE	TREE REMOVAL	\$ 937.50
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 13.97
PROQUEST	FOLD3 LIBRARY EDITION	\$ 1,146.50
VISA	CARD SERVICES	\$ 2,420.87
BROCKWAY MECHANICAL & ROOFING	SERVICE CALL @ GRAND THEATER	\$ 762.18
KEOKUK MILLS, LLC	TARGETED JOBS TAX CREDIT	\$ 4,716.61
ICONNECTYOU	SERVICE	\$ 250.00
TREETOP PRODUCTS CONSOLIDATED	BENCH/FREIGHT	\$ 757.02
DELTA GLOVES	POLICE DEPT GLOVES/FREIGHT	\$ 347.90
AMERICAN ABSTRACT & TITLE	CHECK SHEET	\$ 3,750.00
IMPACT7G	CONSULTANT PROGRAM	\$ 235.00
MIDWEST INDUSTRIAL SERVICES	LABOR/MATERIALS LIGHT POLES	\$ 747.00
UNITYPOINT HEALTH-KEOKUK	MEDICAL SERVICES	\$ 108.00
ANSELL HEALTHCARE PRODUCTS LLC	WPC SUPPLIES	\$ 1,381.60
JAMES F. DENNIS LAW FIRM	PROFESSIONAL SERVICES	\$ 7,466.39
JOSEPH FIERCE	GRAND THEATER JANITORIAL	\$ 206.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 450.00
AC CONTRACTING LLC	LABOR/MATERIALS	\$ 11,229.00
BLUE TOP EXCAVATING	SHOOTING RANGE PAY #5	\$ 16,237.10
IOWA ONE CALL	IOWA ONE CALL CHARGES	\$ 257.00
GOVHR USA	PROFESSIONAL SERVICES	\$ 6,600.00
ADVANTAGE ARCHIVES, LLC	LIBRARY SUBSCRIPTION	\$ 1,050.00
NEWBERRY LANDSCAPING LLC	MOWING VARIOUS PROPERTIES	\$ 240.00
CARRIE MILLER	PORTABLE TOILET RENTAL	\$ 1,085.00
DINGES FIRE COMPANY	FIRE DEPT SUPPLIES	\$ 689.99
BTE GLOBAL LTD LC	MOWING VARIOUS PROPERTIES	\$ 479.60
RAYMOND OTT	REIMBURSE AIRPORT PURCHASE	\$ 22.93
LIVE VOICE	ANSWERING SERVICE	\$ 734.46
NORRIS ASPHALT PAVING	ASPHALT	\$ 1,159.48
BROWNWINICK LAW	PROFESSIONAL SERVICES	\$ 31,971.74
SHARED IT INC	POLICE DEPT IT SERVICES	\$ 825.00
ADVANCED RADIOLOGY SC	MEDICAL SERVICES	\$ 2.50
BNSF RAILWAY COMPANY	LEASE	\$ 1,331.91
Accounts Payable Total		\$ 225,924.02



#### **COUNCIL ACTION FORM**

Date: October 22, 2020 Presented By: Broomhall Subject: Amendment/Correction Res. 140-18 Agenda Item: Description: A plat of survey was completed, filed and recorded after the City Council approved vacation and conveyance of a portion of Carroll Street between blocks 81 and 82 and South 3rd and 4th Streets. The legal description differs on each document and the County Recorder has requested that the resolution be amended to correspond with the plat of survey. **FINANCIAL** NO 📙 Is this a budgeted item? YES Line Item #: Title: \_\_\_\_\_ Amount Budgeted: Actual Cost: Under/Over: Funding Sources: Departments: YES NO Is this item in the CIP? CIP Project Number:

## **COUNCIL ACTION FORM**

Any previous Council actions:	
Action  Resolution vacating 8 convoying parties of	Date
Resolution vacating & conveying portion of  Carroll Street	10-4-2018
Carroll Street	
Recommendation:	
Approve amended resolution.	
Required Action	
ORDINANCE RESOLUTION MOT	NO ACTION PROTUBER
ORDINANCE <u>RESOLUTION</u> MOT	ION_NO ACTION REQUIRED_
Additional Comments:	
MOTION BY: SE	CONDED BY:
TO	
CITY COUN	CIL VOTES
VOTES Altheide Andrews Bryant Dade	e Dunek Marsden Helenthal O'Conner Payne
YES D D	
NO	
ABSENT	

#### **RESOLUTION NO.**

A RESOLUTION AMENDING AND CORRECTING KEOKUK CITY COUNCIL RESOLUTION NO. 140-18 THAT VACATED AND DISPOSED OF A 66' X 300' PLATTED UNIMPROVED PORTION OF CARROLL STREET BETWEEN BLOCKS 81 AND 82 AND SOUTH 3<sup>RD</sup> AND SOUTH 4<sup>TH</sup> STREETS, ORIGINAL CITY OF KEOKUK, LEE COUNTY, IOWA.

**WHEREAS**, on October 4, 2018, the Keokuk City Council adopted Resolution No. 140-18 vacating and conveying a portion of Carroll Street between blocks 81 and 82 and South 3<sup>rd</sup> and South 4<sup>th</sup> Streets in the Original City of Keokuk, Lee County, Iowa; and

**WHEREAS**, a plat of survey was filed and recorded with the Lee County Recorder's office on July 15, 2019, Book 2019 Page 2856, with a detailed survey description that differs from the description used in Resolution 140-18 and the Lee County Recorder's office has requested the descriptions match;

**NOW, THEREFORE, BE IT RESOLVED,** that the legal descriptions in Resolution No. 140-18 be amended to read as follows,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the legal description in Resolution No. 140-18 be amended to read as follows, is hereby vacated and conveyed to Roquette America, Inc. and all successors in interests as follows: Parcel D, being a part of vacated Carroll Street lying between Blocks 81 and 82 and Southerly side of 4<sup>th</sup> Street and the Northerly side of 3<sup>rd</sup> Street in the Original City of Keokuk, Iowa and being more particularly described as follows: Beginning at the Northwesterly Corner of said Block 81; thence Southeasterly 150.02 feet along the Southwesterly line lots 7, 8 and 9 to the Northwesterly Corner of Lot 10 in said Block 81; thence 33.00 feet perpendicular distant Southwesterly to a point on centerline of former Carroll Street; thence Northwesterly 49.69 feet along the centerline of former Carroll Street; thence 33.00 feet perpendicular distant Southwesterly to the Southeasterly Corner of Lot 5 in said Block 82; thence Northwesterly 100.27 feet along the Northeasterly line of Lot 5 and 6 in said Block 82 to the Northeasterly Corner of said Block 82; thence Northeasterly Corner of said Block 83; thence Northeasterly Corner of Said Block 84; thence Northeasterly Corner of Said Block 84; thence Northeasterly Corner of Said Block 84

C.L.M.M. Enterprises L.L.C and all successors in interest as follows: <u>Parcel E being a part of vacated Carroll Street lying between Blocks 81 and 82 and Southerly side of 4<sup>th</sup> Street and the Northerly side of 3<sup>rd</sup> Street in the Original City of Keokuk, Iowa and being more particularly described as follows Commencing, as a point of reference, at the Northwesterly Corner of said Block 81; thence Southeasterly 150.02 feet along the Southwesterly line of lots 7, 8 and 9 to the Northwesterly Corner of Lot 10 in said Block 81 and to point of beginning of the following described tract of land; thence 33.00 feet perpendicular distant</u>

Southwesterly to a point on the centerline of former Carroll Street; thence Northwesterly 49.69 feet along the centerline of former Carroll Street; thence 33.00 feet perpendicular distant Southwesterly to the Southeasterly Corner of Lot 5 in said Block 82; thence Southeasterly 200.25 feet along the Northeasterly line of Lots 4, 3, 2 and 1 to the Southeasterly Corner of said Block 82; thence Northeasterly 66.00 feet to the Southwesterly Corner of said Block 81; thence Northwesterly 150.50 feet along the Southwesterly line of Lots 12, 11 and 10 to the point of beginning, containing 0.27 acres, more or less, being subject to easements of record or by prescription.

Passed this 5 <sup>th</sup> day of November, 2020.		
	Thomas L. Richardson, Mayor	
Attest: Jean Ludwig, City Clerk		



#### **COUNCIL ACTION FORM**

Date: 10-26-2020 Presented By: Hinton/Ludwig Subject: Promotion Agenda Item: Description: Promotion of Officer 1st Class Tanner Walden to Sergeant of the Keokuk Police Department. **FINANCIAL** Is this a budgeted item? YES X NO \_\_\_\_ Line Item #: 001-1010-6010 Title: Wages/Full Time Law Enforcement Amount Budgeted: part of annual wage resolution **Actual Cost:** Under/Over: **Funding Sources:** General Fund Departments: Police Is this item in the CIP? YES N0 x CIP Project Number:

## **COUNCIL ACTION FORM**

Any previous Council actions:	
Action Approved a certified list of candidates for the rank of Sergeant	Date 12-6-2018
Recommendation:	
APPROVAL	
Required Action	
ORDINANCERESOLUTION xMOT	ION NO ACTION
Additional Comments:	
MOTION BY: SI	ECONDED BY:
TO	
CITY COUN	CIL VOTES
VOTES Bryant Dade Dunek Marse	den Helenthal Altheide Andrews O'Conner Payne
YES	
NO ABSENT	

**ABSTAIN** 

#### RESOLUTION NO.

## A RESOLUTION TO APPROVE THE PROMOTION OF OFFICER TANNER WALDEN TO SERGEANT OF THE KEOKUK POLICE DEPARTMENT

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

**THAT, Whereas** Officer Tanner Walden has served the Keokuk Police Department with distinction since 2015 and has progressed through the ranks of the department, and

**WHEREAS,** Officer Walden has met the qualifications required of the rank of Sergeant, and is on the certified list of officers eligible for promotion, and

WHEREAS, Chief David Hinton has recommended that Officer Walden be promoted to the rank of Sergeant to fill a vacancy in the department,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that Officer Tanner Walden be promoted to the rank of Sergeant of the Keokuk Police Department.

Passed and Approved this 5th day of November, 2	020.
Thomas L. Richardson, Mayor	
Attest – Jean Ludwig City Clerk	



#### **COUNCIL ACTION FORM**

Date: November 5, 2020 Presented By: O'Donnell Engineering Agreement Runway 14/32 Lighting Agenda Item: Subject: Description: The lighting on Runway 14/32 is in need of reconstruction. The project has been entered as part of the Airport Five Year CIP and approved by the FAA. The project will be funded through FAA entitlement funds and a USDA grant. This agreement is for the engineering of the project. McClure Engineering is our contracted firm for the airport. Cost of the design is \$68,940. **FINANCIAL** YES 🗸 NO Is this a budgeted item? Line Item #: \_\_\_\_ Title: Capital Improvements 680,000 Amount Budgeted: 68,940 (partial) Actual Cost: Under/Over: **Funding Sources: FAA Entitlement Funds USDA Grant** Departments: Airport YES 🗸 NO CIP Project Number: AIRP-21-02 Is this item in the CIP?

## **COUNCIL ACTION FORM**

Any previous Council actions:						
Action	Date					
Recommendation:						
Staff recommends approval.						
Dan in 1 Autim						
Required Action						
ORDINANCE ☐ RESOLUTION ☐	MOTION NO ACTION REQUIRED					
Additional Comments:						
MOTION BY:	SECONDED BY:					
ТО						
CITY COUNCIL VOTES						
VOTES Altheide Andrews Bryant	Dade Dunek Helenthal Marsden O'Connor Payne					
YES						
NO						
ABSENT ABSTAIN						

	RESOLUTION NO.
--	----------------

## RESOLUTION APPROVING TASK ORDER NO. 2 AGREEMENT FOR ENGINEERING SERVICES KEOKUK MUNICIPAL AIRPORT, KEOKUK, IOWA RECONSTRUCT RUNWAY 14/32 LIGHTING

**WHEREAS**, the Five-Year Airport Capital Improvement Plan has identified the runway lighting on runway 14/32 as being in need of reconstruction; and

**WHEREAS,** said Five Year Airport Capital Improvement Plan has been submitted to and approved by the Federal Aviation Administration; and

WHEREAS, design of said reconstruction is ready to proceed.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that Task Order No. 2 Agreement for Engineering Services Keokuk Municipal Airport, Keokuk, Iowa, Reconstruction of Runway 14/32 Lighting is hereby approved.

**BE IT FURTHER RESOLVED**, that the Mayor is authorized to sign said agreement on behalf of the City of Keokuk.

**PASSED, APPROVED, AND ADOPTED** this 5<sup>th</sup> day of November, 2020.

	Mayor Thomas L. Richardson
ATTEST:	
Jean Ludwig, City Clerk	

Project No. KEO-2513006-02

Project Name: Keokuk Municipal Airport: Reconstruct Runway 14/32 Lighting - Design and Bidding

Project Manager: Andy Maysent, PE

## TASK ORDER NO. 2 AGREEMENT FOR ENGINEERING SERVICES KEOKUK MUNICIPAL AIRPORT, KEOKUK IOWA RECONSTRUCT RUNWAY 14/32 LIGHTING

This TASK ORDER NO. 2, made on the	day of _			, 2020, (	under the terms and
conditions established in the MASTER AGREEMEN	<b>T,</b> dated the _	22nd	_ day of	November	_ , 2019, by and
between McClure Engineering Company, of Clive,	lowa (herein	referred to as	"Engineer	r") and <i>the City of Keok</i> ı	<i>ık, Iowa</i> (hereinafter
referred to as "Owner"). Services shall be performed	per the fees	, terms and co	nditions ou	tlined in this Task Order.	The Engineer shall
provide engineering design and bidding services at tl	ne request of	the <b>Owner</b> wh	ich consist	s of the items listed below	, located at the <b>Keokuk</b>
Municipal Airport in Keokuk, Iowa.					

#### PROJECT DESCRIPTION:

## DESIGN AND BIDDING SERVICES RECONSTRUCT RUNWAY 14/32 LIGHTING FAA AIP 3-19-0050-024 (FY21) KEOKUK MUNICIPAL AIRPORT, KEOKUK, IOWA

- 1. 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).
- 2. The **Engineer** shall prepare, for approval by the **Owner**, Plans and Specifications, Construction Documents and provide the following services, including:

	ltem	Included	Not Included
100.	Preliminary Planning and Reports  1. Preliminary Planning and Reports 2. Project Concepts 3. Capital Improvement Plan 4. Evaluation of Alternatives for Improvement 5. Master Planning Design/Concepts		
200.	Existing Conditions  1. Data Gathering/Inventory 2. Existing Condition Drawings 3. Storm Sewer Televising 4. Geographical Information Systems 5. Environmental Assessment 6. Airspace Obstruction Survey		
300.	<ol> <li>Airport Improvement Program (AIP) Grant Administration</li> <li>Prepare AIP Grant Application</li> <li>Prepare AIP Sponsor Certifications</li> <li>Prepare AIP Invoice Summary &amp; assist Owner with monthly reimbursement requests</li> <li>Prepare AIP Sponsor Quarterly Performance Reports</li> <li>Prepare AIP Financial Reports (SF-271 and SF-425 forms)</li> <li>Update 3-year DBE Program (FY19-FY21)</li> </ol>		
400.	Preliminary Design  1. Conduct Project Kickoff Meeting via teleconference. Prepare agenda and distribute minutes.  2. Confirm Scope, Extent and Character of the Project:  • Final Design Criteria  • Field Surveys to Determine Conditions Meetings/Data Gathering/Site Visits (to determine condition of runway and taxiway lighting, signage, electrical vault, NAVAIDs)  • Pre-trip preparation  • Post trip processing  • Develop Construction Item List  • Review Project Questions and Issues  • Building Layouts  • Operation and Maintenance Concepts  • Utility Requirements  • Project Limits Exhibit		
435.	Soil Boring Coordination  1. Prepare Geotechnical Scope of Work and submit to Geotechnical Firm  2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner  3. Coordinate field exploration with Owner  4. Review Geotechnical Report and provide comments		



		Item	Included	Not Included
500.		nal Design		
	Α.	30% Design Phase  1. Perform 30% Airfield Electrical Design		
		Prepare Preliminary Runway 14/32 Lighting Layout		
		Prepare Preliminary Taxiway E Lighting Layout		
		Prepare Preliminary Guidance Sign Layout		
		Provide assessment of existing conditions of NAVAIDS (REILs, PAPIs, L-854 Interface		
		Panel, L-854 Radio Receiver)		
		<ul> <li>Provide assessment of existing vault building and heater installation recommendations</li> <li>Prepare 30% "Opinion of Probable Construction Cost" and Project Budget.</li> </ul>		
		Perform 30% QA/QC by Senior Airport Engineer.		
		4. Furnish 30% Documents in accordance with Table 3 in Exhibit 'B'.		
		5. Conduct 30% Review Meeting via teleconference. Prepare agenda and distribute minutes.		
	_	6. Prepare Draft CSPP Document		
	В.	90% Design Phase  1. Formally Address FAA and Owner 30% Comments	$\boxtimes$	
		Perform 90% Airfield Electrical Design		
		<ul> <li>Perform Runway 14/32 Circuit Load Calculations</li> </ul>		
		Determine wiring and circuit plans		
		4. Prepare 90% PAPI Design		
		<ul> <li>Finalize location/aperture height for Runway 32 4-box PAPI system</li> <li>Develop Obstruction Clearance Surface (OCS) Exhibit illustrating no obstructions with</li> </ul>		
		approach glide path		<u> </u>
		Determine Power Supply and Circuitry Requirements for RWY 32		
		5. Prepare 90% REIL Design		
		<ul> <li>Finalize Perform Siting Calculations for RWY 32 REIL</li> </ul>		
		Determine Power Supply and circuitry requirements for Runway 32 REIL		
		<ul> <li>Coordinate REIL and PAPI Flight check with FAA</li> <li>Prepare 90% Project Drawings in accordance with Table 1 in Exhibit 'B'</li> </ul>		
		7. Prepare 90% Specifications in accordance with Table 2 in Exhibit 'B'		
		8. Prepare 90% Engineer's Report		H
		9. Prepare 90% "Opinion of Probable Costs" and Project Budget.		H
		10. Perform 90% QA/QC by Senior Airport Engineer		
		<ol> <li>Furnish 90% Documents in accordance with Table 3 in Exhibit 'B'.</li> <li>Conduct 90% Review Meeting via teleconference. Prepare agenda and distribute minutes</li> </ol>	$\overline{\boxtimes}$	
		13. Prepare Draft and Final CSPP Document	57	
		Submit Draft CSPP		H
		<ul> <li>Address FAA Draft CSPP comments</li> </ul>		
	_	7. Submit Final CSPP		
	C.	Issued for Bid (IFB) Package (100% Phase)  1. Formally address FAA and Owner 90% Comments		
		2. Prepare IFB (100%) Drawings, Specifications, and Bid Documents		
		3. Furnish IFB (100%) Documents in accordance with Table 3 in Exhibit 'B'		Ш
504.		nstruction Permits		
	1.	Erosion Control Plan/Permit		<b>⊠</b>
		<ul> <li>Apply for NPDES Permit from DNR (Owner will be operator listed on permit).</li> <li>Engineer will not be liable for fines arising from noncompliance with SWPPP.</li> </ul>		$\boxtimes$
		The Owner shall be the Permit holder and shall pay for all costs associated with permit		
		<ul> <li>Prepare Storm Water Pollution Prevention Plan (SWPPP)</li> </ul>		$\boxtimes$
	2.	Iowa DOT Right-of-Way Permit		⊠
	3.	City Permits	H	
	4. 5.	County Permits Other Permits, including Army Corps of Engineers Section 404 Permit	H	
	6.	File and submit FAA OE/AAA Case Study along with runway offset exhibits		
	7.	FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form	$\boxtimes$	
600.		nstruction Administration		<u> </u>
	1. 2.	Prepare and Distribute Issued for Construction Plans and Specifications.  Provide general administration of construction contract as Owner's representative.		
	2. 3.	Provide general administration of construction contract as Owner's representative.  Prepare Construction Observation Program per FAA guidelines	l H	
	4.	Conduct Preconstruction Conference. Prepare agenda and distribute minutes.		
	5.	Visit site of construction at appropriate stages of construction to observe the Contractor's work.		$\boxtimes$
	6.	Issue interpretations and clarifications of contract documents.		
	7. 8.	Review Shop Drawings.  Act as initial interpreter of the requirements of the Contract Documents.	H	
	9.	Review and process the Contractor's application for payment.	l H	
	10			
	11	Attend Construction Progress Meetings.		$oxed{oxed}$
	12	Conduct Final Inspection. Prepare agenda and distribute minutes.		



	Item	Included	Not Included
602.	<ol> <li>Advertising, Bidding, Contract Award</li> <li>Assist Owner in advertising for and obtaining bids</li> <li>Conduct Prebid Conference at Owner's location (1 meeting). Prepare agenda and minute</li> <li>Provide Drawings, Specifications, and Bid Documents in accordance with Table 3 in Exhibit 'B'</li> <li>Issue Addenda to interpret or clarify bid documents.</li> <li>Respond to Bidders questions at discretion of Owner.</li> <li>Attend Bid opening (at Owner's location) (1 meeting)</li> <li>Prepare Bid Tabulation</li> </ol>		
	<ul> <li>8. Review Bidders quals, bids, and other documents. Make recommendation for award of contract.</li> <li>9. Distribute Executed Construction Contracts <ul> <li>3 Copies to Contractor</li> <li>2 Copies to Owner</li> <li>1 Copy to FAA</li> <li>1 Copy to Engineer</li> </ul> </li> </ul>		
603.	<ol> <li>Quality Assurance (QA) Material Testing Coordination</li> <li>Coordinate QA Testing between Owner &amp; Contractor in accordance with IDOT/FAA standards</li> <li>Request for Proposal to Testing Firms</li> <li>Review Proposals/Recommendation for Award</li> <li>Provide QA Testing in accordance with Iowa DOT/FAA standards</li> </ol>		
650.	Resident Project Representative 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).		
700.	Topographic Survey  1. Research existing survey control network system  2. Establish bearings of centerlines for each entity shown in Exhibit 'B'  3. Locate all standard topographic features for each entity shown in Exhibit 'B'  4. Collect Cross Sections		
	<ul> <li>Runway 14/22</li> <li>Taxiway E</li> <li>Collect joint intersections on taxiway and apron taxilane</li> <li>Perform topographic survey in turf areas surrounding each entity shown in Exhibit 'B'</li> <li>Process Survey Work into CAD topographic base files</li> </ul>		
760.	Construction Staking  1. Establish field construction controls 2. Set control points		$\boxtimes$
800.	Project Closeout  1. As-Built Record Drawings 2. Hard Copies (2 copies included with this contract) 3. Electronic Copies (1 CD included with this contract) 4. Prepare AIP Grant Closeout Report		
850	Project Management and Coordination  1. Continual Communication/Coordination with Owner, Airport, and FAA (phone, email, letters) 2. Provide updates on project schedule 3. Provide monthly progress reports to Owner 4. Maintain documentation of pertinent correspondence (email, letters, telephone logs) 5. Prepare independent fee analysis package 6. Perform business and contract administration (assume 6 months) 7. Conduct internal design review meetings (3-people prior to 30% and 90% submittals) 8. Coordination between sub-consultants 9. Other Meetings  • Special meetings with Council/Staff • Public Informational Meetings		
960.	Regulatory Agencies  Subconsultants (Electrical Engineering Subconsultant)  1. Collect existing records, conduct one (1) field visit to verify existing conditions 2. Perform electrical circuit load calculations for proposed lighting system, with associated L-854		
	Radio Control Equipment, and proposed Constant Current Regulator power supply.  3. Airfield Lighting Control System. Design replacement for L-854 pilot-controlled system  4. Review 90% electrical plan sheets prepared by the Engineer and redline the necessary change of the Engineer will handle the changes in CAD. The following is a listing of the		
	proposed plan sheets.  5. Review 90 % Specifications prepared by the Engineer and redline the necessary changes.  The Engineer will handle changes to specs. The following is a listing of the proposed specifications. Seal electrical plans and specifications by licensed electrical engineer.		
	6. Answering questions and provide general assistance related during the design phase.		



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

#### Section 3.1: Basis of Compensation

	100.	Preliminary Planning and Reports	Lump Sum	\$	
	200.	Existing Conditions	Lump Sum	\$	
$\boxtimes$	300.	Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$	1,950
$\boxtimes$	400.	Preliminary Design	Lump Sum	\$	6,060
	435.	Soil Boring Coordination	Lump Sum	\$	
$\boxtimes$	500.	Final Design	Lump Sum	\$	
		A. 30% Design	Lump Sum	\$	7,350
		B. 90% Design Phase	Lump Sum	\$	23,290
		C. Issued for Bid (100%) Phase	Lump Sum	\$	2,860
$\boxtimes$	504.	Construction Permits	Lump Sum	\$	840
	600.	Construction Administration	Lump Sum	\$	
$\boxtimes$	602.	Advertise, Bidding, Contract Award	Lump Sum	\$	7,950
	603.	Quality Assurance Testing Coordination	Lump Sum	\$	
	650.	Resident Project Representative	Cost + Fixed Fee (NTE)	\$	
$\boxtimes$	700.	Topographic Survey	Lump Sum	\$	6,550
	760.	Construction Staking	Lump Sum	\$	
	800.	Project Closeout	Lump Sum	\$	
$\boxtimes$	850.	Project Management and Coordination	Lump Sum	\$	3,090
$\boxtimes$	960.	Subconsultants (Electrical Engineering)	Lump Sum	\$	9,000
			SURTOT	Δι \$	68 940

- 3.1.1 For performing the Services identified within the Scope of Services, the **Owner** shall pay the **Engineer** a lump sum amount in accordance with Section 3.1.
- 3.1.2 The lump sum includes compensation for the Services, Subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.
- 3.1.3 Although the **Engineer** recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate an adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.

#### 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 a lump sum 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 exceedingsaid 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 one hundred and twenty (120) calendar days from Notice to Proceed or executed Agreement from Owner, the Engineer shall submit 90% level plans sheets, specifications, and design report narrative whichever date comes later.
  - c. 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.
  - d. 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.
  - e. The bid opening shall be conducted within thirty (30) calendar days of **Owner** and FAA authorization to bid.
  - f. Bid tabulation shall be submitted to the **Owner** within three (3) business 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		
Exhibit 'B'	ACIP Data Sheets/Preliminary Cost Estimate/Lists of Deliverables	$\boxtimes$	
Exhibit 'C'	Owner's Responsibilities	$\boxtimes$	
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative		
Exhibit 'E'	Federal Provisions	$\boxtimes$	
Exhibit 'F'	Estimated Costs for Consultant Services	$\boxtimes$	
Exhibit 'G'	Project Schedule	$\boxtimes$	

SPECIAL INSTRUCTIONS: Project does not include the replacement or modification of the electrical vault room.						
OWNER: City of Keokuk Keokuk, Iowa	ENGINEER: McClure Engineering Company Clive, Iowa					
By:	Ву:					
Name:	Name: Andrew Maysent, P.E.					
Title:	Title: Aviation Team Leader					



#### **EXHIBIT 'B'**

#### ACIP DATA SHEET / PRELIMINARY OPINION OF PROBABLE COSTS / LIST OF DELIVERABLES

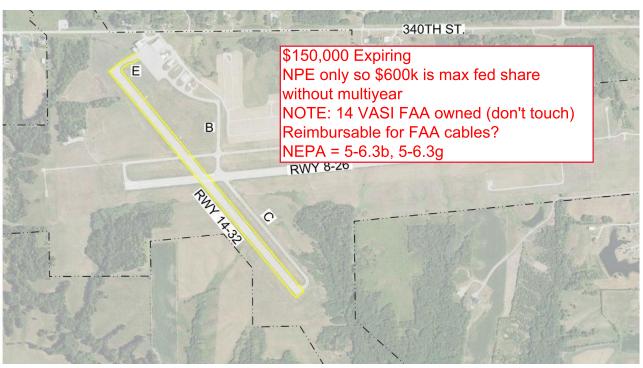


#### FEDERAL AVIATION ADMINISTRATION

CAPITAL IMPROVEMENT PROGRAM (CIP) AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION					
Airport Name, LOCID, City, State:	Geokuk Municipal Airport (EOK)				
AIP Project Type:	Reconstruct Runway 14/32 Lighting				
Local Priority:	1 Federal Share: \$599,8				
FFY Requested:	FY21	State Share			
Provide Detailed Project Scope and Justifi	Local Share:	\$66,650			
sketch/drawing that clearly identifies the	scope of the project.	Total Project Cost:	\$666,500		

#### Scope:



#### Justification:

The lighting system for Runway 14-32, has served it's useful life and is in need of replacement. The project will replace the existing edge lights and direct buried cable with new LED lights and a conduit system for the cable. The project also includes the removal of the Runway 14 VASI and Runway 32 PAPI system and replacement with a new PAPI system.

Date of Approved ALP with Project Shown 3/4/2011
Environmental Determination 5-6.4.f
Date of Pavement Maintenance Program June 2018

#### SPONSOR SIGNATURE BLOCK

Signature:	Cole S. O'Dan	Date:	July 21, 2020
Printed Name:	Cole O'Donnell	Title:	City Administrator
Phone Number:	319-524-2050	Email:	codonnell@cityofkeokuk.org

#### **OPINION OF PROBABLE PROJECT COST**

PROJECT: Rehabilitate Runway 14/32 Lighting

AIRPORT Keokuk Municipal Airport, EOK, Keokuk, Iowa

TOTAL ESTIMATE OF PROBABLE PROJECT COST

**DATE:** July 20, 2020

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	соѕт
GP-50-1	CONSTRUCTION STAKING	1	LS	\$7,500.00	\$7,500,00
GP-105-1	MOBILIZATION	1	LS	\$40,000.00	\$40,000.00
GP-105-2	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
P-156-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION AND MANAGEMENT	1	LS	\$2,500.00	\$2,500.00
T-901-1	SEEDING AND FERTILIZING	5	AC	\$3,000.00	\$15,000.00
T-908-1	MULCHING	5	AC	\$2,000.00	\$10,000.00
L-105-1	REMOVE RUNWAY/TAXIWAY LIGHTS	96	EA	\$250.00	\$24,000.00
L-105-2	REMOVE EXISTING RWY 14 REIL	1	LS	\$1,500.00	\$1,500.00
L-105-3	REMOVE EXISTING RWY 32 REIL	1	LS	\$1,500.00	\$1,500.00
L-105-4	REMOVE EXISTING RWY 32 PAPI	1	LS	\$1,500.00	\$1,500.00
L-105-5	REMOVE EXISTING RWY 14 VASI	2	LS	\$1,500.00	\$3,000.00
				+	
L-105-6	REMOVE CONSTANT CURRENT REGULATOR	1	LS	\$1,000.00	\$1,000.00
L-108-1	NO. 8 AWG, 5kV, L-824, TYPE C, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	10,000	LF	\$1.50	\$15,000.00
L-108-2	NO. 6 AWG, 600V, USE CABLES, INSTALLED IN DUCT BANK OR CONDUIT	7,500	LF	\$2.00	\$15,000.00
L-108-3	NO. 6 BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	8,700	LF	\$2.25	\$19,575.00
L-108-4	NO. 1/0 AWG BARE COPPER GUARD WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS	4,000	LF	\$3.40	\$13,600.00
L-108-5	SYSTEM TESTING	1	LS	\$1,500.00	\$1,500.00
L-109-1	L-828 CONSTANT CURRENT REGULATOR, 15KW, DRY TYPE, STYLE 1, 3-STEP	1	LS	\$15,000.00	\$15,000.00
L-109-2	MISC. VAULT MODIFICATIONS	1	LS	\$10,000.00	\$10,000.00
L-110-1	2" SCHEDULE 40 PVC CONDUIT IN TRENCH (RWY 14/32 CIRCUIT)	8,800	LF	\$3.00	\$26,400.00
L-110-2	2" SCHEDULE 40 PVC CONDUIT IN TRENCH (PAPI 14)	1,800	LF	\$3.00	\$5,400.00
L-110-3	2" SCHEDULE 40 PVC CONDUIT IN TRENCH (PAPI 32)	3,700	LF	\$3.00	\$11,100.00
L-110-4	(1) 2" SCHEDULE 80 PVC CONDUIT, DIRECTIONAL BORED	820	LF	\$20.00	\$16,400.00
L-115-1	ELECTRICAL JUNCTION STRUCTURES	30	EA	\$800.00	\$24,000.00
L-115-2	COMPOSITE HANDHOLE (DIVIDED)	1	EA	\$2,000.00	\$2,000.00
L-125-1	INSTALL L-849 (LED) RUNWAY END IDENTIFIER LIGHT SYSTEM	2	EA	\$15,000.00	\$30,000.00
L-125-2	INSTALL PAPI SYSTEM	1	EA	\$25,000.00	\$25,000
L-125-3	INSTALL L-861 BASE-MOUNTED RUNWAY EDGE LIGHT	40	EA	\$1,000.00	\$40,000.00
L-125-4	INSTALL L-861E RUNWAY MEDIUM INTENSITY THRESHOLD/END LIGHT	24	EA	\$1,000.00	\$24,000.00
L-125-5	INSTALL L-861T MEDIUM INTENSITY TAXIWAY EDGE LIGHT	32	EA	\$900.00	\$28,800.00
L-125-6	INSTALL L-858 AIRPORT GUIDANCE SIGN ON CONCRETE BASE	8	EA	\$5,000.00	\$40,000.00
L-125-7	LOCATION AND PROTECTION OF EXISTING CABLES AND TEMPORARY CIRCUITS	1	LS	\$5,000.00	\$5,000.00
L-125-8	REMOVE AND REPLACE L-854 INTERFACE PANEL	1	LS	\$2,575.00	\$2,575.00
L-125-9	REMOVE AND REPLACE L-954 RADIO RECEIVER	1	LS	\$3,000.00	\$3,000.00
L-125-10	SPARE PARTS	1	LS	\$10,000.00	\$10,000.00
	TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST				\$520,850.00
	GEOTECHNICAL INVESTIGATION TOPOGRAPHIC SURVEY DESIGN PHASE ENGINEERING BIDDING PHASE CONSTRUCTION ADMIN/OBSERVATION SPONSOR ADMINISTRATION QA MATERIAL TESTING (EST.)				N/A \$6,500.00 \$50,000.00 \$10,000.00 \$60,000.00 \$55,000.00
	FAA INSTRUMENT APPROACH PROCEDURE DEVELOPMENT FAA FLIGHT INSPECTION				N/A \$13,500.00

\$666,500.00

**Table 1. Estimated Project Drawings** 

Sheet Title	# Sheets	30%	90%	IFB (100%)
Cover Sheet	1		Х	Х
General Legend, Abbreviations, Quantities	1		Х	Х
General Airport Notes	1		Х	X
General Airport Layout Plan	1		Х	Х
Geometric Layout and Survey Control Plan	1		Х	Х
Safety and Phasing Plans	2		Х	Х
Safety Details	1		Х	Х
Electrical Demolition Plans (2 sheets)	2		Х	Х
Runway 14/32 Lighting Layout Plan (2 sheets)	2	Х	Х	Х
Runway 14/32 Proposed Wiring Plan (2 sheets)	2		Х	Х
Homerun Wiring Plan	1		Х	Х
Existing Electrical Vault Plan	1		Х	X
Misc. Electrical Detail Sheets (4 sheets)	4		Х	Х
Guidance Sign Schedule and Details	1		Х	Х
PAPI and REIL Layout Plan	1		Х	Х
PAPI and REIL Details	2		Х	Х
Total	24	2	24	24

Note: For 30% submittal, a lighting layout plan, a construction cost estimate, and project budget will be submitted.



## **Table 2. Estimated Specifications**

Front End Specifications			
Cover			
Engineering Seals			
Table of Contents			
Notice of Public Hearing and Letting			
Instruction to Bidders			
Schedule of Prices			
DBE Commitment			
Buy American Forms			
Bid Bond			
Contract/Performance Bond/Payment Bond			
Notice of Award/Notice to Proceed/Acceptance			
Insurance Requirements			
Pay Estimate/Change Order/Release by Claimants			
Special Provisions			
Wage Rate Determination			
General Provisions			
General Notes/Project Meetings/Construction Progress Schedules			
Technical Specifications			
P-610: Structural Portland Cement Concrete			
T-901: Seeding			
T-905: Topsoiling			
T-908: Mulching			
L-105: Electrical Demolition			
L-108: Electrical Cable			
L-109: Vault Details			
L-110: Electrical Duct L-115: Electrical Manholes and Junction Structures			
L-115: Electrical Mannoles and Junction Structures  L-125: Airfield Lighting Fixtures			
Appendix			
Approved Construction Safety Phasing Plan (CSPP)			
FAA Advisory Circulars (150/5370-2, 5340-1)			

# **Table 3. Deliverables**

	30% Submittals		90% Submittals				IFB (100%) Submittal		
	Plans	List of Specs	Pla	ns	Spec.	Eng.	Plo	ans	Spec.
	Half		Full	Half	Book	Report	Full	Half	Book
Owner	1	1	1	2	2	2	1	2	2
FAA*	1	1		-	-	-		-	-
Engineer	1	1		2	2	2		2	2
Elec Sub				1	1	1		1	1
Plan Houses								4	4
Bidders								8	8
Total			1	5	5	5	1	17	17

<sup>\*</sup>FAA prefer PDF copies of submittals



#### **EXHIBIT 'C'**

#### **OWNER'S RESPONSIBILITIES**

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

- 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.
- 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.
- 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.
- Retain all records relating to project cost, including supporting documents, for a period of three (3)
  years following payment by the FAA and/or lowa 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", "OFFEROR", AND "APPLICANT" 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 Actof 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:

- 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 carryout 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 Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The 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.

#### TAX DELINQUENCY AND FELONCY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

**Certification** - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Certification** - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

#### 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:

- 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 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: <a href="https://www.sam.gov.">https://www.sam.gov.</a>
- 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 offorty 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 orher 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.

#### **ROVISIONS 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.

# **Exhibit 'F'**

# RECONSTRUCT RUNWAY 14/32 LIGHTING - DESIGN/BIDDING KEOKUK MUNICIPAL AIRPORT KEOKUK, IOWA

### I. Direct Salary Costs

Title	Hours	Rate
Project Manager II	73	\$62.55
Project Manager I	0	\$54.55
Project Engineer	152	\$44.90
Staff Engineer	2	\$35.30
CAD Technician	123	\$33.70
Registered Land Surveyor	2	\$51.32
Survey Crew	25	\$64.15
Administrative Assistant	29	\$25.65
То	otal 406	

**Total Direct Salary Costs** 

### **II. Labor and General Administrative Overhead\***

Percentage of Direct Salary Costs

171.05%

## III. Subtotal (I+II)

#### **IV.** Profit

15% of Item III

## V. Direct Non-Salary Expenses

8.5x11	3,190 pages	@	\$ 0.07	per page
11x17	1,600 pages	@	\$	per page
Full-Size Plots	200 pages	@	\$ 0.72	per page
Reports	25 reports	@	\$ 50.00	per report
Postage	25 mailings	@	\$ 15.00	per mailing
Vehicle Mileage	2,400 miles	@	\$ 0.58	per mile
Lodging	0 nights	@	\$ 94.00	per night
Meals	6 meals	@	\$ 10.00	per meal

**Total Direct Non-Salary Expenses** 

#### VI. Subcontract Costs

Subconsultant (Flectrical Engineering)

# EXHIBIT G PROJECT SCHEDULE

#### KEOKUK MUNICIPAL AIRPORT RECONSTRUCT RUNWAY 14/32 LIGHTING FAA AIP 3-19-0050-024 (FY 21)

Prelim Design Services	
Project Kickoff Meeting	September 8, 2020
Engineering Contract Executed	November 20, 2020
Topographic Survey & Field Visit	November 2020
Submit 30% Project Layout Plan, Cost Estimate and Project Br	udget by December, 2020
Final Design Services	
Submit 90% Engineer's Report, P&S, and Final CSPP	by February , 2021
Final Review Meeting with Owner	March, 2021
Bidding Services	
City Council to Set Date of Public Hearing & Letting	March 4, 2021
Plans and Specifications available to Contractors	March 18, 2021
Publish Notice of Letting	March 18, 2021
Publish Notice of Public Hearing	not earlier than March 26, 2021
Receive Bids at City Hall (Wednesday at 1:30 pm)	April 7, 2021
Present Bids to City Council & Hold Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost	April 15, 2021
Submit Grant Application	April 30, 2021
Execute Contract*	estimated June, 2021
Begin Construction*	estimated September 2021

<sup>\*</sup>Schedule contingent on release of FAA funding





# **COUNCIL ACTION FORM**

Date: November 5, 2020 Presented By: O'Donnell Subject: SpyGlass Snapshot Audit \_\_\_\_\_ Agenda Item: \_\_\_\_\_ Description: SpyGlass Group, LLC. provides an audit service of telecommunication and Internet service contracts to determine if there are service being charged for that are no longer needed, if any overcharges have occurred, and if there is a better package deal for services. Their payment is based on the results of the audit. If they find no savings there is no cost. If they find a refund is due, SpyGlass receives 50% of the refund. If services are eliminated or packages changed to create savings they will receive the amount of savings over one (1) year. A similar audit was conducted in 2017 and a new audit is a good idea. FINANCIAL NO 📙 Is this a budgeted item? YES Line Item #: Title: Amount Budgeted: Actual Cost: Under/Over: **Funding Sources:** Departments: YES NO Is this item in the CIP? CIP Project Number:

# **COUNCIL ACTION FORM**

Any previous Council actions:	
Action	Date
Recommendation:	
Staff recommends approval.	
Dan in 1 A dian	
Required Action	
ORDINANCE ☐ RESOLUTION ☐	MOTION NO ACTION REQUIRED
Additional Comments:	
MOTION BY:	SECONDED BY:
ТО	
CITY C	COUNCIL VOTES
VOTES Altheide Andrews Bryant	Dade Dunek Helenthal Marsden O'Connor Payne
YES	
NO	
ABSENT ABSTAIN	

#### RESOLUTION APPROVING AGREEMENT WITH SPYGLASS GROUP LLC.

**WHEREAS**, the City of Keokuk, Iowa has various contracts for telecommunications and internet services; and

**WHEREAS,** a periodic review of all telecommunication and internet service contracts can provide for savings on said contracts; and

**WHEREAS,** SpyGlass Group LLC. provides a service to review all telecommunication and internet contracts for possible refunds, services no longer needed, and savings on continuing services.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that SpyGlass Snapshot Audit Agreement is hereby approved.

**BE IT FURTHER RESOLVED**, that the Mayor is authorized to sign said agreement on behalf of the City of Keokuk.

**PASSED, APPROVED, AND ADOPTED** this 5<sup>th</sup> day of November, 2020.

	Mayor Thomas L. Richardson	_
ATTEST:		
Jean Ludwig, City Clerk		

#### **SpyGlass Snapshot Audit Agreement**

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Keokuk** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

- 2. **Fees**. Company will pay Auditor the applicable fee set forth below **ONLY** for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:
  - 50% of any "Cost Recovery", as defined below

COMPANY

- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

- 3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.
- 4. **Miscellaneous.** This agreement is governed by the laws of the State of Iowa, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the Effective Date.

COMPANY	AUDITOR
City of Keokuk	The SpyGlass Group, LLC
Signature:	Signature:
Print Name:	Print Name: Edward M. DeAngelo
Date:	Date:



# **COUNCIL ACTION FORM**

Date: November 5, 2020 Presented By: Ludwig Subject: Annual Finance Report \_\_\_\_\_ Agenda Item: 11 Description: Annual Financial Report is required to be filed with the State of Iowa by December 1, 2020. FINANCIAL NO 🗸 Is this a budgeted item? YES Line Item #: \_\_\_\_\_ Title: \_\_\_\_ Amount Budgeted: Actual Cost: Under/Over: **Funding Sources:** Departments: NO 🗹 CIP Project Number: YES Is this item in the CIP?

# **COUNCIL ACTION FORM**

Any previous Council actions:	
Action	Date
	<del></del>
Recommendation:	
Staff recommends approval	
Required Action	
ORDINANCE RESOLUTION	MOTION NO ACTION REQUIRED
ORDINAINCE RESOLUTION	
Additional Comments:	
MOTION BY:	_ SECONDED BY:
ТО	
CITY	COUNCIL VOTES
<b>VOTES</b> Bryant Dade Dunek	k Marsden Helenthal Altheide Andrews O'Conner Payne
YES	
NO L L	
ABSENT	

# RESOLUTION NO.

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

<b>THAT,</b> the 2019-2020 Ar	nnual Finance Report be approved.
Passed this 5 <sup>th</sup> day of November,	2020.
	CITY OF KEOKUK, LEE COUNTY, IOWA
	By:THOMAS L. RICHARDSON, MAYOR
ATTEST:	

JEAN LUDWIG, CITY CLERK

Form **F-66 (IA-2)** (7-9-2020)

#### STATE OF IOWA

#### 2020 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2020

**KEOKUK** 

CITY OF KEOKUK , IOWA
DUE: December 1, 2020

16205600400000 Keokuk City Clerk 415 Blondea Street Keokuk,lowa 52632

(Please correct any error in name, address, and ZIP Code)

(Please correct any error in name, address, and ZIP Code)  ALL FUNDS								
Governmental (a)	Proprietary (b)	Total actual	Budget (d)					
	3-7	(0)	\0/					
4,920,986		4,920,986	5,032,24					
0		0						
4,920,986		4,920,986	5,032,24					
0		0						
1,308,398		1,308,398	1,332,49					
2,704,686	0	2,704,686	2,750,79					
144,528	2,590	147,118	145,26					
232,046	273,753	505,799	234,31					
3,394,719	247,143	3,641,862						
1,029,684	6,056,061	7,085,745						
0	0							
224,090	0	224.090	1,583,78					
	1.168.035							
	11/1/1002	00,210,120	27,440,00					
5 /31 638	٥	5 421 G20	5 670 06					
			773,05					
5,633,314	0	5,633,314	5,502,96					
26,033,567	0	26,033,567	19,358,54					
0	7,657,143	7,657,143	6,770,86					
26,033,567	7,657,143	33,690,710	26,129,40					
6,523,860	1,410,000	7,933,860	6,773,86					
32,557,427	9,067,143	41,624,570	32,903,26					
-4,026,589	-1,319,561							
8,359,170	4,828,548	13,187,718	19,447,36					
4,332,581	3,508,987	7,841,568	13,987,10					
ted and are not available fo	held in Private Purpose							
	, , ,							
Amount - Omit cents	Indebtedness at	June 30, 2020	Amount - Omit cents					
\$ 13,770,000	Other long-term debt		\$					
\$ 10,334,000	Short-term debt		\$ 24,104,00					
\$ 0								
	General obligation debt	limit	\$ 31,410,03					
CERTIFICATION								
S CORRECT TO THE BES	T OF MY KNOWLEDGE	AND BELIEF						
		Date Published/Posted	Mark (x) one  X Date Published  Date Posted					
	Area Code		Extension					
Telephone	I I		106					
		Date signed						
PUBLISH THIS	S PAGE ONLY		/2020					
	ALL FUN  Governmental (a)  4,920,986  0  4,920,986  0  1,308,398  2,704,686  144,528  232,046  3,394,719  1,029,684  0  224,090  14,571,701  28,530,838  5,431,638  2,161,178  0  1,585,572  667,684  1,116,256  9,437,925  5,633,314  26,033,567  0  26,033,567  0  26,033,567  4,322,581  Red and are not available for Amount - Omit cents  \$ 13,770,000  \$ 10,334,000  \$ 0  CERTIFICATION  S CORRECT TO THE BES	ALL FUNDS  Governmental (a) Proprietary (b)  4,920,986  0 4,920,986  0 1,308,398  2,704,686  0 144,528  2,590  232,046  273,753  3,394,719  247,143  1,029,684  6,056,061  0 0 0  224,090  14,571,701  1,168,035  28,530,838  7,747,582  5,431,638  0 2,161,178  0 0 0  1,585,572  0 667,684  0 1,116,256  0 9,437,925  0 5,633,314  0 26,033,567  0 7,657,143  26,033,567  0 7,657,143  26,033,567  0 7,657,143  26,033,567  0 7,657,143  26,033,567  0 7,657,143  26,033,567  0 4,828,548  4,332,581  3,508,987  held in non-budgeted in held in Private Purpose ted and are not available for city operations.  Amount - Omit cents Indebtedness at 13,770,000 Other long-term debt  \$ 10,334,000 Short-term debt  \$ 10,334,000 Short-term debt  \$ CERTIFICATION  S CORRECT TO THE BEST OF MY KNOWLEDGE  Telephone	ALL FUNDS   Governmental (a)					

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YE	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020				CITY OF KEOKUK					GAAP Indicate by entering an X in the appropriate box on this sheet ONLY					
Line No.	Item description	General	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent	Total governmental (Sum of cols. (a) through (f))	Proprietary	Code	(g) and (h))	Line No.				
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		(i)					
1	Section A - TAXES											1				
2	Taxes levied on property	2,277,417	2,109,792	1	533,777			4,920,986			4,920,986					
3	Less: Uncollected property taxes - Levy year							0			0					
4	Net current property taxes	2,277,417	2,109,792		533,777	0		4,920,986		T01	4,920,986					
5	Delinquent property taxes							0		T01	0					
6	Total property tax	2,277,417	2,109,792		533,777	0	0				4,920,986					
7	TIF revenues			1,308,398				1,308,398		T01	1,308,398	7				
	Other city taxes									_						
8	Utility tax replacement excise taxes	412,514	383,626		86,032			882,172		T15	882,172					
9	Utility franchise tax (Chapter 364.2, Code of Iowa)							0		T15	0					
10	Parimutuel wager tax							0		C30	0					
11	Gaming wager tax	350,491						350,491		C30	350,491	11				
12	Mobile home tax							0		T19	0					
13	Hotel/motel tax	227,850						227,850		T19	227,850					
14	Other local option taxes		1,244,173					1,244,173		T09	1,244,173					
15	TOTAL OTHER CITY TAXES	990,855	1,627,799		86,032	0	0		0		2,704,686					
	Section B - LICENSES AND PERMITS	144,528						144,528	2,590	T29	147,118					
	Section C - USE OF MONEY AND PROPERTY											17				
18	Interest	121,644	974				7,176	129,794	65,863		195,657					
19	Rents and royalties	100,752	1,500					102,252	207,890		310,142					
20	Other miscellaneous use of money and property							.0		U20	0					
21								0		-	0					
22	TOTAL USE OF MONEY AND PROPERTY	222,396	2,474	0	0	0	7,176	232,046	273,753		505,799					
23											l l	23				
24	Section D - INTERGOVERNMENTAL											24				
25											()	25				
	Federal grants and reimbursements			1.0								26				
27	Federal grants					1,042,171		1,042,171		B89	1,042,171					
	Community development block grants							0	247,143		247,143					
29	Housing and urban development			Į.				0		B50	0					
30	Public assistance grants							0		B79	0					
31	Payment in lieu of taxes			1				0		B30	0					
32								0	0.18 1.10		0					
33	Total Federal grants and reimbursements	0	0		0	1,042,171	0	1,042,171	247,143		1,289,314					
34												34				
35												35				
36											1	36				
37											1	37				
38		1										38				
39 40											9	40				

Continued on next page

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUI	NE 38, 2028 Conti	2020 Continued CITY OF KEOKUK					NON-GAAP = CASH BASIS				
Line No.	Item description	General	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent (f)	Total governmental (Sum of cols. (a) through (f))	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h))	Line No.
41	Section D - INTERGOVERNMENTAL - Continued	1-7	1 1-1	1-1	1-7-		140	1				41
42												42
43	State shared revenues											43
44	Road use taxes		1,385,644					1,385,644		C46	1,385,644	44
45 46 47												45 46 47
	Other state grants and reimbursements											48
49	State grants	14,431	4,079					18,510		C89	18,510	49
50	Iowa Department of Transportation							0		C89	0	50
51	lowa Department of Natural Resources							0		C89	0	51
52	Iowa Economic Development Authority		331,260					331,260		C89	331,260	
53	CEBA grants							0		C89	0	53
54	Commercial & Industrial Replacement Claim	113,768	105,801		23,727			243,296		C89	243,296	54
55								0		-	0	55 56
56								0		-	0	
57								0		-	0	58
58								0		-	0	59
59		100 100	4 000 704		00.707	0	0	1,978,710			1,978,710	60
60	Total state	128,199	1,826,784	0	23,727	U U	0	1,870,710	-	1	1,570,710	61
61	I and another and antentonic months											62
	Local grants and reimbursements	56,856						56,856		T	56,856	63
63 64	County contributions	12,817	8,021					20,838		D89	20,838	64
65	Library service Township contributions	12,017	0,021					0		D89	0	65
66	Fire/EMT service							0		D89	0	66
67	Water Works in lieu of taxes	216,666						216,666		D89	216,666	67
68	Bulk Fuel	79,478						79,478			79,478	68
69	Bulk Fuel	10,410						0			0	69
70	Total local grants and reimbursements	365,817	8,021	0	0	0	0	373,838			373,838	70
71	TOTAL INTERGOVERNMENTAL (Sum of lines 33, 60, and 70)	494,016	1,834,805	0	23,727	1,042,171	0	3,394,719	247,143		3,641,862	71
72	Section E - CHARGES FOR FEES AND SERVICE									1		72
73	Water							0		A91	0	73
74	Sewer							0	4,508,591	A8Ø	4,508,591	
75	Electric							0		A92	0	75
76	Gas							0		A93 A6Ø	0	76 77
77	Parking							0		AØ1	0	78
78	Airport							0	875,436		875,436	79
79	Landfil/garbage							0	6/5,430	A36	010,430	80
80	Hospital							U		1 400	0	00

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020 - Continued CITY OF KEOKU				OKUK			GAAP	NON-GAAP = CASH BASIS			
Line No.	Item description	General	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent (f)	Total governmental (Sum of cols. (a) through (f))	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h))	Line No.
04	Section E - CHARGES FOR FEES AND SERVICE - Continued	(a)	(b)	(C)	(u)	(e) I		(9)	(11)	_	17	81
								1 0		A94	0	82
82	Transit Cable TV	_						0		T15	0	83
84	Internet							0		A03	0	84
85	Telephone	_						0		A03	0	85
86	Housing authority	_						0		A50	0	86
87	Storm water							0		A80	0	87
88	Other:	_						91		7100		88
89								1 0		A89	0	89
90	Nursing home Police service fees	8,245						8,245		A89	8,245	
91	Prisoner care	0,245						0,240		A89	0,240	91
92	Fire service charges	3,006						3,006		A89	3,006	
93		3,000						3,000		A89	0,000	93
	Ambulance charges	_						0		A44	0	94
94	Sidewalk street repair charges Housing and urban renewal charges							0		A5Ø	0	95
								0		A87	0	96
96	River port and terminal fees							0		A89	0	97
97	Public scales	-						0		A03	0	98
98	Cemetery charges	2.004						2,804		A89	2.804	_
99	Library charges	2,804						2,004		A61	2,004	100
100	Park, recreation, and cultural charges							0		A89	0	101
101	Animal control charges							0		Aos	0	102
102	Other charges - Specify	070 500	000 400			112,923		1,015,629	672,034		1,687,663	
103	Reimbursements	672,526	230,180			112,923		1,015,629	072,034		1,007,003	103
104	TOTAL CHARGES FOR SERVICE	686,581	230,180	0	0	112,923	0	1,029,684	6,056,061		7,085,745	104 105
_	A. V. F. OPPOINT ACCEPTANTS	_						ام ا		U01	0	_
	Section F - SPECIAL ASSESSMENTS							U U		001		_
	Section G - MISCELLANEOUS									1100	170 101	107
108	Contributions	163,965						178,404		U99	178,404	
109	Deposits and sales/fuel tax refunds	50						50		U99	50	_
110	Sale of property and merchandise	27,965					7,000	34,965		U11	34,965	
111	Fines	10,671						10,671		U30	10,671	111
112	Internal service charges							0		NR	0	112
113	Other miscellaneous - Specify							0			0	113
114	157 E - 157 E							0			0	114
115								0			.0	115
116								0			0	116
117								0			0	117
118								. 0			0	118
119								. 0			0	119
120	TOTAL MISCELLANEOUS	202,651	14,439	0	0	0	7,000	224,090	0		224,090	120

Part I	Part I REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020 Continued CITY OF KEOKUK								GAAP X NON				
Line No.	Item description	General	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent (f)	Total governmental (Sum of cols. (a) through (f))	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h))	Line No.	
121	TOTAL ALL REVENUES (Sum of lines 6, 7, 15,16,22 71, 104, 106, and 120)	5,018,444	5,819,489	1,308,398	643,536		14,176	13,959,137	6,579,547		20,538,684		
122												122	
123	Section H - OTHER FINANCING SOURCES										07.400	123	
124	Proceeds of capital asset sales	97,483						97,483		NR NR	97,483	124	
125	Proceeds of long-term debt (Excluding TIF Internal borrowing)				7,708,393			7,708,393		A89	7,708,393	125 126	
126	Proceeds of anticipatory warrants or other short-term debt	1 000 007				1,418,347		5,511,684	1,168,035		6,679,719	127	
127	Regular transfers in and interfund loans Internal TiF loans and transfers in	4,093,337	70,900		991,463			1,254,141	1,100,033		1,254,141	128	
128	Internal 11- loans and transfers in		70,900		991,463	191,770		1,204,141			1,204,141	129	
130								0			0	130	
131	TOTAL OTHER FINANCING SOURCES	4,190,820	70,900	0	8,699,856	1,610,125	0	14,571,701	1,168,035		15,739,736	131	
132	TOTAL REVENUES except for beginning balances (Sum of lines 121 and 131)	9,209,264	5,890,389	1,308,398	9,343,392		14,176	28,530,838	7,747,582		36,278,420	132	
133				110								133	
134	Beginning fund balance July 1, 2019	1,314,112	3,760,943	50,172	500,958	2,254,799	478,186	8,359,170	4,828,548		13,187,718	134	
135												135	
136	TOTAL REVENUES AND OTHER FINANCING SOURCES (Sum of lines 132 and 134)	10,523,376	9,651,332	1,358,570	9,844,350	5,020,018	492,362	36,890,008	12,576,130		49,466,138	-	
137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157												137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158	

Part II	EXPENDITURES AND OTHER FINANCING USES FOR FI		GAAP	X NON-GAAP = CASH BASIS								
Line No.	Item description	General	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent	Total governmental (Sum of cols. (a) through (f))	Proprietary	Code	col. (g))	Line No.
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		(i)	1
1	Section A — PUBLIC SAFETY	2.047.007						2,947,907		E62	2,947,907	2
2	Police department/Crime prevention	2,947,907						2,947,907		E04	2,847,807	3
3	Jail					-		0		E89	0	4
4	Emergency management	50.045				+		50,215		E59	50,215	5
5	Flood control	50,215						2,047,852		E24	2,047,852	6
6	Fire department	2,047,852						2,047,052		E32	2,047,002	7
7	Ambulance	070.000				-		272.000		E66	272,068	8
8	Building inspections	272,068						272,068		E66	2/2,000	9
9	Miscellaneous protective services	110 500						442.506		E32	113,596	10
10	Animal control	113,596						113,596		E89	1 / 4 / 4 / 4 / 4	11
11	Other public safety					<del>                                     </del>		0		E09		12
12						-		0				13
13								0		-		_
14	TOTAL PUBLIC SAFETY	5,431,638	0		0	0	. (	5,431,638				14
15	Section B — PUBLIC WORKS											15
16	Roads, bridges, sidewalks	12,725	1,092,265					1,104,990		E44		16
17	Parking meter and off-street							0		E60		17
18	Street lighting	155,055						155,055		E44		18
19	Traffic control safety	31,651						31,651		E44		19
20	Snow removal		86,937					86,937		E44		20
21	Highway engineering							0		E44		21
22	Street cleaning		24,855					24,855		E81		22
23	Airport (if not an enterprise)	137,243						137,243		E01		23
24	Garbage (if not an enterprise)							0		E81		24
25	Other public works	388,103	232,344					620,447		E89		25
26								0				26
27								0				27
28	TOTAL PUBLIC WORKS	724,777	1,436,401		0	0	0	2,161,178				28
29	Section C — HEALTH AND SOCIAL SERVICES											29
30	Welfare assistance							0		E79		30
31	City hospital							0		E36		31
32	Payments to private hospitals							0		E36		32
33	Health regulation and inspections							0		E32		33
34	Water, air, and mosquito control							0		E32		34
35	Community mental health							0		E32		35
36	Other health and social services							0		E79		36
37								0				37
38								0				38
39	TOTAL HEALTH AND SOCIAL SERVICES	0	0		0	0	0	0			0	39
-	Section D — CULTURE AND RECREATION											40
41	Library services	545,574	11,422					556,996		E52	556,996	41
	Museum, band, theater	117,260						117,260		E61	117,260	42
43	Parks	513,347						513,347		E61	513,347	43
44	Recreation	2.2,2.7						0		E61		44
45	Cemetery	224,794						224,794		E03	224,794	45
46	Community center, zoo, marina, and auditorium	1.71						0		E61	0	46
47	Other culture and recreation	173,175	-					173,175		E61		47
48		110,170						0				48
49								0			0	49
50	TOTAL CULTURE AND RECREATION	1,574,150	11,422		0	0	0	1,585,572				50

ırt II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR EN		GAAP	X NON-GAAP = CASH BASIS								
ine No.	Item description	General (a)	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent (f)	Total governmental (Sum of cols. (a) through (f))	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g))	Line No.
51	Section E — COMMUNITY AND ECONOMIC DEVELOPMENT	(6)	(0)	(0)	10/	197		1 39/			3.7	51
52	Community beautification							0		E89	0	52
53	Economic development		532,805					532,805		E89	532,805	53
54	Housing and urban renewal							0		E50	0	54
55	Planning and zoning	131,607						131,607		E29	131,607	55
56	Other community and economic development	3,272						3,272		E89	3,272	56
57	TIF Rebates	0,272						0		E89	0	57
58	TH TOUGHT							0			0	58
59	TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT	134,879	532,805	0	0	0	0	667,684			667,684	59
60	Section F — GENERAL GOVERNMENT	10 1,010	-									60
61	Mayor, council and city manager	540,894						540,894		E29	540,894	61
62	Clerk, Treasurer, financial administration	010,004						0		E23	0	62
63	Elections	2,049						2,049		E89	2.049	63
64	Legal services and city attorney	120,430						120,430		E25	120,430	64
	City hall and general buildings	244,237						244,237		E31	244,237	65
	Tort liability	158,528						158,528		E89	158,528	66
37	Other general government	50,118						50,118		E89	50,118	67
68	Ottor general government	00,110						0			0	68
59								0			0	69
70	TOTAL GENERAL GOVERNMENT	1,116,256	0		0	0	0	1,116,256			1,116,256	70
71	Section G — DEBT SERVICE	1,110,200		59,828	9,378,097			9,437,925			9,437,925	71
72	Section G — DEBT SERVICE			35,020	9,010,081			0,407,020			0,107,020	72
73								0			0	73
74	TOTAL DEBT SERVICE	0	0	59.828	9,378,097	0	0	9,437,925			9.437.925	74
_	Section H — REGULAR CAPITAL PROJECTS — Specify	0	- 0	55,020	0,010,001	9	-	0,407,020			0,107,020	75
_				4		5,633,314		5,633,314			5.633.314	76
76	Streets, SID Center, Airport, Barge, Elkem					5,033,314		5,033,314			3,000,014	77
77	Subtotal Regular Capital Projects	0	0		0	5,633,314	0	5,633,314			5,633,314	78
-	The state of the s	U	U		U U	5,033,314	- 0	0,000,014			0,000,014	79
79	— TIF CAPITAL PROJECTS — Specify			1				1 0			0	80
30								0			0	81
31	Colored TIF Combal Desirate						-	0		$\vdash$	0	82
32	Subtotal TIF Capital Projects	- 0	0		0	U 000 04 4	0			-	5,633,314	
33	TOTAL CAPITAL PROJECTS	0	0		0	5,633,314	0	5,633,314			5,033,314	03
								00 000 507			00 000 507	0.4
4	TOTAL GOVERNMENTAL ACTIVITIES EXPENDITURES	8,981,700	1,980,628	59,828	9,378,097	5,633,314	0	26,033,567			26,033,567	84
5	(Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)											85
6			TIE Dobatas	e expended out of t	he TIE Special							86
				e expended out or i								

Part II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020 - Continued CITY OF KEOKUK							GAAP	X NON-GAAP = CASH BASIS				
Line No.	Item description	General	Special revenue	TIF Special revenue	Debt service	Capital projects	Permanent Fund	Total current governmental (Sum of cols. (a) through (f))	Proprietary	Code	col. (h))	Line No.	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		(i)		
87	Section I — BUSINESS TYPE ACTIVITIES									1		87	
88	Water — Current operation								2,297,378		2,297,378		
89	Capital outlay								2,661,800		2,661,800		
90	Debt Service								828,595		828,595		
91	Sewer and sewage disposal — Current operation									E80	0	91	
92	Capital outlay							}		G80	0	92	
93	Debt Service									F80 E92	0		
94	Electric — Current operation							3			0		
95	Capital outlay									G92 F92	0	95 96	
96	Debt Service									E93	0	97	
	Gas Utility — Current operation							1		G93	0	98	
98	Capital outlay									F93	0	99	
99	Debt Service	- A 1						1		E60	0	100	
	Parking — Current operation							1		G60	0	101	
101	Capital outlay							1		F60	0	102	
102	Debt Service							1		E01	0	103	
103	Airport — Current operation  Capital outlay							1		G01	0	104	
105	Debt Service							+		F01	0	105	
106	Landfill/Garbage — Current operation								706,257		706,257	_	
107	Capital outlay							1	100,201	G81	0	107	
108	Debt Service									F81	0	108	
	Hospital — Current operation									E36	0	109	
110	Capital outlay							1		G36	0	110	
111	Debt Service									F36	0	111	
	Transit — Current operation								557,462		557,462	112	
113	Capital outlay							1		G94	0	113	
114	Debt Service							1		F94	0	114	
	Cable TV, telephone, Internet — Current operation									E03	0	115	
116	Capital outlay									G03	0	116	
	Housing authority — Current operation									E50	0	117	
118	Capital outlay							Ī		G50	0	118	
119	Debt Service									F50	0	119	
	Storm water Current operation									E80	0	120	
121	Capital outlay									G80	0	121	
122	Debt Service									F80	0	122	
123	Other business type — Current operation	8							605,651		605,651	123	
124	Capital outlay									G89	0	124	
125	Debt Service									F89	0	125	
126	Internal service funds — Specify							112				126	
127											.0	127	
128											0	128	
129	TOTAL BUSINESS TYPE ACTIVITIES								7,657,143		7,657,143	129	

art II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR E		X NON-GAAP = CASH BASIS									
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue	Debt service	Capital projects	Permanent (f)	Total governmental (Sum of cols. (a) through (f))	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h))	Line No.
130	SUBTOTAL EXPENDITURES (Sum of lines 84 and 129)	8,981,700	1,980,628	59,828	9,378,097	5,633,314	0	26,033,567	7,657,143		33,690,710	130
131	Section J — OTHER FINANCING USES INCLUDING TRANSFERS OUT									NE		131
132	Regular transfers out	146,382	5,123,337					5,269,719	1,410,000		6,679,719	132
133	Internal TIF loans/repayments and transfers out			1,254,141				1,254,141			1,254,141	133
134								0			0	134
135	TOTAL OTHER FINANCING USES	146,382	5,123,337	1,254,141	. 0	0	0	6,523,860	1,410,000		7,933,860	135
136	TOTAL EXPENDITURES AND OTHER FINANCING USES (Sum of lines 130 and 135)	9,128,082	7,103,965	1,313,969	9,378,097	5,633,314	0	32,557,427	9,067,143		41,624,570	136 137
138	Ending fund balance June 30, 2019: Governmental:											138
140	Nonspendable						492,362	492,362			492,362	140
141	Restricted	1	2,547,367	44.601	466,253		402,002	3,058,221			3.058.221	141
142	Committed	790,522	2,017,001	11,001	100,200	-613,296		177,226			177,226	142
143	Assigned	1.00,000						0			0	143
144	Unassigned	604,772						604,772			604,772	144
145	Total Governmental	1,395,294	2,547,367	44,601	466,253	-613,296	492,362	4,332,581			4,332,581	145
146	Proprietary								3,508,987		3,508,987	146
147	Total ending fund balance June 30, 2020	1,395,294	2,547,367	44,601	466,253	-613,296	492,362	4,332,581	3,508,987		7,841,568	147
148	TOTAL REQUIREMENTS (Sum of lines 136 and 147)	10,523,376	9,651,332	1,358,570	9,844,350	5,020,018	492,362	36,890,008	12,576,130		49,466,138	148
149												149

Part III	Please report below	ENTAL EXPENDITURE w expenditures made to nditures in part II. Enter	the State or to other I		OF KEOKUK vemments on a	reir	mbursement or co	st sha	ring basis.			
	Purpose	Amount paid to other local governments	]							Purpose		Amount paid to State
	Correction	MØ5 \$	1							Highways		5 1,266
	Health	M32 M44 10,574								All other	[.89	\$ 22,536
	Transit subsidies	M94 15,44										
	Libraries	M52	]									
	Police protection	M62 20.915 M60 1,474										
	Sanitation	M81 155,118										
Part IV	All other. SALARIES AND W	M89 \$ 157,847	1					_				
	Report here the total retirement, etc. Incl.	al salaries and wages pe lude also salaries and wa and wages of municipal	ages paid to employed	es of an	y utility owned	and	deductions of social operated by your	il seci gover	urity, nment,			
	Total salaries a	nd wages paid							200 \$	Amount - Omit	5,614,976	3
Part V	DEBT OUTSTAND	ING, ISSUED, AND RE										
A. Long-term debt	Debt outstanding	Debt during the fi	scal year			_	Debt Outstr	inding	JUNE 30, 2020			Interest paid
Purpose	JULY 1. 2019	Issued	Retired		General obligation		TIF		Revenue	Other		this year
	(a)	29U	39U	49U	(d)	49U	(0)	49U	(0)	49U	191	(h)
1. Water utility	\$	\$	\$	\$		\$		\$		\$	\$	
	19U	29U	390	49U	7	49U		49U	10 334 000	49U	189	400.040
2. Sewer utility	10,992,746	29U	658,746 39U	49U		49U		49U	10 334 000		192	169 846
3. Electric utility	190	29U	39U	49U		4RU		49U			193	
4. Gas utility	19U	29U	39U	49U		49U		49U	_		194	
5. Transit-bus	7.000			(0.0		1035						
6. Industrial Revenue	191	24T	34T			44T		44T			189	
7. Mortgage revenue	19T	24T	34T			44T		44T			189	
	19U	29U	39U	49U		49U		49U		49U	189	
Other-Specify 9. Notes Payable	190	290	39U	49U		49U		49U		49U	189	
GO	19U	29U	39U	49U		49U		49U		49U	18g	1=7PGD42
10. GO Aquatic	15 445 000 19U	7,315,000 29U	8 990 000 39U	49U	13 770 000	49U		49U		49U	asi	347,336
11, Center	180	280	390	490		400		480		4NO	IDM	
Airport 12.	190	29U	390	49U		49U		49U		49U	189	
Stormwater 13.	100	290	390	49U		49U		49U		49U	(50)	
14.	19U	29U	39U	49LF		49U		49U		49U	189	
Total long-term debt B. Short-term debt	26,437,746	7,315,000	9,648,748		13,770,000		0		10,334,000 mount - Omit cen		0	517,184
b. Shore-term debt					61V				mount - Onne Can			
	Outstanding as of JL	JLY 1, 2019		-	\$				26,43	7.746		
	Outstanding as of	JUNE 30, 2020			64V \$				24 10	4,000		
Part VI		FOR GENERAL OBLI				_		- 8	Amount - Omit cents		_	
Part VII	,	Actual valuation — Janua MENT ASSETS AS OF	JUNE 30, 2020		5	_	628,20	0,77	6	x .05 = \$	1	31,410,039
Type of		Bond and	Bond construction	Ar	nount - Omit cent Pension/retireme		all other funds		Total			
1 ype of	asset	interest funds	funds (b)		funds (c)	nt	funds (d)		(e)			
Cash and investricash on hand, CD checking and saving Federal securities, securities, State a government securitier securities. Experience of the securities	o's, time, ngs deposits, Federal agency and local ities, and all		W31		(6)		W61	1,568	7,84	1,560		
REMARKS		,					-10-4		/98			

Continued on maxt page
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FORM F-88(N-7) (7-3-2017)



# **COUNCIL ACTION FORM**

Date: November 5, 2020 Presented By: O'Donnell Subject: Special City Council Meeting \_\_\_\_\_ Agenda Item: \_\_\_\_\_ Description: We have been give a hard date of March 1, 2021 to take possession of the Connections Bank building. In speaking with our architect, he suggests having the project out to bid by the end of November with bid opening December 17th and contract award January 7th. To meet the schedule, plans must be finalized by November 13th. Staff wants the council to have one final chance to review the plans and ask questions of the architect. To do that, staff is asking to schedule a special city council meeting on November 10th, 3:00 PM at City Offices. FINANCIAL NO 📙 Is this a budgeted item? YES Line Item #: Title: Amount Budgeted: Actual Cost: Under/Over: **Funding Sources:** Departments: YES NO [ Is this item in the CIP? CIP Project Number:

# **COUNCIL ACTION FORM**

Any previous Council actions:	
Action	Date
Recommendation:	
	of a special city council meeting for November 10, 2020, or 3 to review and discuss the plans for renovations at
Required Action	
ORDINANCE RESOLUTION I	MOTION ✓ NO ACTION REQUIRED
Additional Comments:	
MOTION BY:	SECONDED BY:
ТО	
CHINA	
VOTES Altheide Andrews Bryant	Dade Dunek Helenthal Marsden O'Connor Payne
YES	
NO	
ABSENT	



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: November 2, 2020

RE: Committee Nominations

#### **Vacancies**

#### Rand Park Pavilion Board

Vacancy Term to Expire 10/22/20

#### **GRAND THEATRE COMMISSION**

Vacancy 11/05/23 Vacancy 11/05/23

#### Final Report On Nominations (Vote required)

#### **GRAND THEATRE COMMISSION**

(3 YEAR TERM)

Janice Lindner 11/05/23
Raeann Salter 11/05/23
Ryals Parker 11/05/23
Jerry Herr 11/05/23

### PARK & RECREATION ADVISORY BOARD

(3 YEAR TERM)

Ralph Dial 11/02/23 Dick Malloy 11/02/23