

AGENDA
CITY COUNCIL MEETING
February 1, 2024
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the Regular City Council meeting & Council Workshop of January 18, 2024;
 - Minutes of the Council Budget Workshop of January 24, 2024;
 - Minutes of the Safety Committee meeting of January 25, 2024;
 - Minutes of the Council Budget Workshop of January 27, 2024;
 - Resolution approving a Liquor License for Keokuk Spirits, 1013 Main Street, Class E Retail Alcohol License – effective March 1, 2024;
 - Resolution approving Urban Revitalization Tax Exemption for:
 - * James West, 8 Cherokee Lane, addition;
 - * Mark Curtis, 1115 Johnson Street Road, garage;
 - * Randy & Trina Winn, 1322 Franklin, garage;
 - Resignation of Ray Long from the Keokuk Municipal Waterworks Board, effective January 31, 2024;
 - Motion to pay bills and transfers listed in Register No.'s 5386-5388;
7. Consider resolution fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,000,000 general obligation Capital Loan Notes of the City of Keokuk, State of Iowa, and providing for publication of notice thereof.
8. Consider resolution approving a preliminary plat of survey for Property Partners LLC.
9. Consider resolution allowing the Mayor to enter in an agreement with Interstate Power and Light Company (An Alliant Energy Company).
10. Consider resolution authorizing a contract with Commercial Contracting Services (C.C.S.) for the cleaning of Digester #1 and dewatering of removed sludge in the amount of \$532,500.00.
11. Council Liaison Reports:
12. Staff Reports:
13. New Business:
14. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
January 18, 2024
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on January 18, 2024, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were nine council members present, Carissa Crenshaw, Tyler Walker, Roslyn Garcia, Shelley Oltmans, Devon Dade, Steve Andrews, Dan Tillman, Roger Bryant, and Michael Greenwald were present. Staff in attendance: Interim City Administrator Dave Hinton, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Water Pollution Control Manager Tom Wills, Police Chief Zeth Baum, and Bridge, Cemetery, Parks, and Sanitation Manager Bob Weis.

MAYOR’S CORRESPONDENCE: Informed of events around the area and thanked road crew for clearing streets.

CITIZEN’S REQUEST: James Rauner commended street crews for their hard work, expressed concerns regarding clearing of snow from sidewalks. Scott Frey recommended Dorothy Cackley for committee reviewing city administrator position and gave thoughts on sidewalk snow ordinance.

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

- Minutes of the Regular City Council meeting & Council Workshop of January 4, 2024;
- Cash Receipts & Treasurer’s Report for December 2023;
- **RESOLUTION NO. 4-2024:** Approving a Liquor License for Sweet Sally’s, 707 Main Street, Class C Retail Alcohol License with Outdoor Service – effective January 24, 2024 (pending application);
- Motion to pay bills and transfers listed in Register No.’s 5383-5385;

OLD BUSINESS:

Motion made by Garcia, second by Greenwald to remove resolution from table. (9) AYES, (0) NAYS. Motion carried. Council discussed route with General Manager David Bogner with Keokuk Municipal Water Works.

Motion made by Garcia, second by Crenshaw to approve the following proposed **RESOLUTION NO. 5-2024:** “A RESOLUTION TO VACATE AND DISPOSE OF A PLATTED UNIMPROVED PORTION OF H STREET BETWEEN BLOCKS 72 AND 73 AND ALLEY IN BLOCK 72, MASONS LOWER ADDITION, CITY OF KEOKUK, LEE COUNTY IOWA.” (9) AYES, (0) NAYS. Motion carried.

NEW BUSINESS:

Motion made by Greenwald, second by Walker to approve the following proposed **RESOLUTION NO. 6-2024:** “A RESOLUTION ADDING BOARDS & COMMISSIONS APPOINTMENTS,

RE- APPOINTMENTS, AND RESIGNATIONS TO BE APPROVED ON THE CONSENT AGENDA.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Crenshaw to approve the following proposed **RESOLUTION NO. 7-2024**: “A RESOLUTION APPROVING A LEASE FOR FREEZE DRIED USA AT THE SOUTHEAST IOWA DEVELOPMENT CENTER.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Crenshaw, second by Bryant approve the following proposed **RESOLUTION NO. 8-2024**: “A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR AGREEMENT WITH KLINGNER & ASSOCIATES FOR ENGINEERING SERVICES AT THE NORTH LANDFILL.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Dade to approve the following proposed **RESOLUTION NO. 9-2024**: “A RESOLUTION DESIGNATING DEPOSITORIES FOR CITY MONIES AND CITY FUNDS NOT TO EXCEED THE SUMS INDICATED BELOW PER FINANCIAL INSTITUTION.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Walker to approve the following proposed **RESOLUTION NO. 10-2024**: “A RESOLUTION DESIGNATING THE DAILY GATE CITY AS A NEWSPAPER OF GENERAL CIRCULATION FOR PUBLICATIONS OF OFFICIAL NOTICES.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Andrews, second by Bryant to approve the following proposed **RESOLUTION NO. 11-2024**: “A RESOLUTION MAKING THE SAFETY DEPOSIT BOX RENTED IN THE NAME OF THE CITY OF KEOKUK ACCESSIBLE TO THE MAYOR, CITY ADMINISTRATOR & CITY CLERK. (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Walker to approve the following proposed **RESOLUTION NO. 12-2024**: “A RESOLUTION APPROVING AGREEMENT BETWEEN THE WARSAW RURAL FIRE PROTECTION DISTRICT AND, WARSAW, ILLINOIS AND THE CITY OF KEOKUK, IOWA TO PROVIDE MUTUAL AID FOR SIGNIFICANT EMERGENCIES UNDER CHAPTER 28E OF THE CODE OF IOWA (2023). (9) AYES, (0) NAYS. Motion carried.

BOARDS & COMMISSIONS: Motion made by Bryant, second by Garcia to appoint Lawrence Barrett to the City Planning Commission, 5-year term to expire 05/14/2029, and accepting the resignation of Scott Porter from the Board of Adjustments and Karole Smith from the City Planning Commission. (9) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Broomhall gave information about community catalyst remediation grant; Carroll updated on Southeast Iowa Development Center and South 18th street; Baum reported on photo enforcement signage; Hinton gave details regarding 28 E agreement, AMJET payment, and used van for WPC.

Motion made by Dade, second by Garcia to adjourn the meeting at 5:59 p.m.

MINUTES
COUNCIL WORKSHOP
January 18, 2024
IMMEDIATELY FOLLOWING REGULAR MEETING

PRESENT: Crenshaw, Walker, Garcia, Oltmans, Dade, Andrews, Tillman, Bryant, Greenwald, Mayor Mahoney; ABSENT: None.

STAFF PRESENT: Hinton, El Anfaoui, Wills, Broomhall, Carroll, Baum, and Weis.

Debra Letcher (KARE), Barb Edler (Keokuk Art Center), Sue Olson (Lee County Historical Society.), Mayor Mahoney (Keokuk Historic Preservation Society), and Kirk Brandenberger (Keokuk Area Convention & Tourism) addressed council requesting funds from hotel motel money.

Meeting Adjourned at 6:24 PM.

**Council Budget Workshop
January 24, 2024
5:00 PM
501 Main St
Keokuk, Iowa**

The City Council of the City of Keokuk met in special session on January 24, 2024, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:00 p.m. There were six council members present, three absent. Carissa Crenshaw, Shelley Oltmans, Devon Dade, Steve Andrews, Dan Tillman, and Michael Greenwald were present. Tyler Walker, Roslyn Garcia, and Roger Bryant were absent. Staff in attendance: Interim City Administrator Dave Hinton, City Clerk Celeste El Anfaoui, Police Chief Zeth Baum, Fire Chief Gabe Rose, and Animal Control Officer Tom Crew.

Reviewed and discussed fiscal year 2024-2025 budget for Police, Animal Control, Fire, and Emergency Corp.

Meeting was adjourned at 5:27 pm.

CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Thursday, January 25, 2024
8:30AM

Meeting called to order at 8:30 am.

In Attendance: Shannon Masterson, Dave Hinton, Zeth Baum, John Reiter, Matt Maerz, Roger Bryant.

Masterson read the minutes from the November meeting.

Motion approved by Baum and second by Maerz.

OLD BUSINESS:

Follow up on items:

- In November Tom Beaird, Michael Clark, Ryan Bell and I met with SCC to set up this year's schedule for safety training courses. By the end of December, I had the 2024 monthly safety training calendar. If anyone needs a copy of the schedule let me know after the meeting.
- A reminder to wear ice cleats when it snows and ice. If your department is out of stock, we have plenty available at City Hall.
- I have put a monthly flyer in all department mailboxes to post in the breakrooms. November safety talk is diabetes awareness.
- There will be no safety meeting in December, due to the holidays.

NEW BUSINESS

- I have put a flyer for Dr.on Demand from Wellmark. We are in the cold and flu season, and this is a virtual doctor visit you can do at the comfort of your home 24 hours a day 7 days a week. Please post in the breakroom.
- It is due time for CPR renewal for all city employees. I will need to speak to Mike Winn at the Fire department to find out if they can still provide this training for us.
- 1st quarter safety audit forms are in all department mailboxes to fill out and return to me.
- January safety talk is Navigating the Chill: How to Work Safely in Extreme Cold. I have put a flyer in all department mailboxes.

Anything to report on Slip, Trips and Falls at SCC training? No

Monthly SCC Training.

January – Slip, Trips and Falls

February – Safe Driving

New business – Dave Hinton requested a copy of the SCC training course schedule for 2024 be emailed to him. Also, mention was the virtual Dr.on Demand from Wellmark does not have a copay and cost employees \$0 to use.

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

There was no Company Nurse report.

Set the date of Thursday, February 22, 2024, for the next meeting.

The meeting adjourned at 8:40 am.

Respectfully submitted by Shannon Masterson.

MINUTES
Council Budget Workshop
January 27, 2024
8:00 AM
501 Main St
Keokuk, Iowa

The City Council of the City of Keokuk met in special session on January 27, 2024, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 8:00 a.m. There were eight council members present, one absent. Carissa Crenshaw, Roslyn Garcia (By phone) Shelley Oltmans, Devon Dade, Steve Andrews, Dan Tillman, Roger Bryant, and Michael Greenwald were present. Tyler Walker was absent. Staff in attendance: Interim City Administrator Dave Hinton, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Bridge, Park, Cemetery, and Sanitation Manager Bob Weis, Airport Manager Raymond Ott, Sewer Manager Michael Clark, and Street Department Manager Tom Beaird.

Reviewed and discussed fiscal year 2024-2025 budget for Airport, Street Dept, Sewer Dept, Park, Cemetery, Bridge, Sanitation, Public Works, Verity, capital including Southeast Iowa Development Center.

Meeting was adjourned at 8:54 am.

RESOLUTION NO.

A RESOLUTION APPROVING A CLASS E LIQUOR LICENSE FOR KEOKUK SPIRITS, 1013 MAIN STREET

WHEREAS, Application has been made by Credit Bureau of Keokuk, Inc. of Keokuk for a Class E Liquor License for Keokuk Spirits, 1013 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, Credit Bureau of Keokuk, Inc. of Keokuk has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Liquor License for Keokuk Spirits, 1013 Main Street, effective March 1, 2024, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 1ST day of February 2024.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING AN URBAN REVITALIZATION TAX
EXEMPTIONS FOR THE FOLLOWING RESIDENTS**

WHEREAS, The City Council of the City of Keokuk has adopted provisions for Urban Revitalization Tax Exemption 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:

- James West, 8 Cherokee, addition
- Mark Curtis, 1115 Johnson St. Rd., garage
- Randy & Trina Winn, 1322 Franklin, garage

Passed & Approved this 1st day of February 2024.

Kathie Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

January 18, 2024

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 **8 Cherokee Lane**

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): **24' x 35' family room addition with basement**

The estimated cost of the completed project is **\$100,000** and it will be completed on, **January, 2024**.

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

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: **James West**

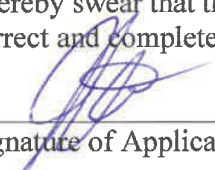
Property Owner Address: **8 Cherokee Lane**

Address of Residential Property
Claimed for Exemption: **8 Cherokee Lane**

All qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by improvements. The exemption is for three years.

1. If applicable, describe in detail the new construction for which an exemption is claimed:
24' x 35' family room addition with basement
2. If applicable, describe in detail the reconstruction of existing buildings or structures:
3. Was prior approval given by the City Council for this exemption?
Yes: ☐ (by Res. No. _____) No: ☒
4. Estimated costs of the improvements? **\$100,000**
5. Estimated or actual date of completion? **January, 2024**
6. Please provide the names of tenants that occupied the building on April 1, 2001. See Iowa Code Section 404.6 with regard to relocation expenses of tenants.

I hereby swear that the information presented on this application, and all attached supporting documents are true, correct and complete.



Signature of Applicant

Property Owner
Title

1-18-24
Date

FOR ASSESSOR USE ONLY

I have examined this application for urban revitalization tax exemption and hereby certify \$ _____
of the 20__ final taxable value qualifies for urban revitalization tax exemption.

Assessor Signature

Date

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: **Mark Curtis**

Property Owner Address: **1115 Johnson Street Road**

Address of Residential Property
Claimed for Exemption: **1115 Johnson Street Road**

All qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by improvements. The exemption is for three years.

1. If applicable, describe in detail the new construction for which an exemption is claimed:
24' x 40' garage
2. If applicable, describe in detail the reconstruction of existing buildings or structures:
3. Was prior approval given by the City Council for this exemption?
Yes: ☐ (by Res. No. _____) No: ☒
4. Estimated costs of the improvements? **\$25,000.00**
5. Estimated or actual date of completion? **December, 2023**
6. Please provide the names of tenants that occupied the building on April 1, 2001. See Iowa Code Section 404.6 with regard to relocation expenses of tenants.

I hereby swear that the information presented on this application, and all attached supporting documents are true, correct and complete.



Signature of Applicant

Property Owner
Title

2-1-23-24

Date

FOR ASSESSOR USE ONLY

I have examined this application for urban revitalization tax exemption and hereby certify \$ _____
of the 20____ final taxable value qualifies for urban revitalization tax exemption.

Assessor Signature

Date

January 13, 2024

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 **1115 Johnson Street Rd.**

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): **24' x 40' garage**

The estimated cost of the completed project is **\$25,000.00** and it will be completed on, **December, 2023**.

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

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: **Randy & Trina Winn**


Property Owner Address: **1322 Franklin Street**

Address of Residential Property
Claimed for Exemption: **1322 Franklin Street**

All qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by improvements. The exemption is for three years.

1. If applicable, describe in detail the new construction for which an exemption is claimed:
Garage
2. If applicable, describe in detail the reconstruction of existing buildings or structures:
3. Was prior approval given by the City Council for this exemption?
Yes: ☐ (by Res. No. _____) No: ☒
4. Estimated costs of the improvements? **\$15,000.00**
5. Estimated or actual date of completion? October 23
6. Please provide the names of tenants that occupied the building on April 1, 2001. See Iowa Code Section 404.6 with regard to relocation expenses of tenants.

I hereby swear that the information presented on this application, and all attached supporting documents are true, correct and complete.


Signature of Applicant

Property Owner
Title

1/25/2024
Date

FOR ASSESSOR USE ONLY

I have examined this application for urban revitalization tax exemption and hereby certify \$ _____ of the 20__ final taxable value qualifies for urban revitalization tax exemption.

Assessor Signature

Date

October 24, 2023

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 **1322 Franklin Street**

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): **Garage**

The estimated cost of the completed project is **\$15,000.00** and it will be completed on October 2023.

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



KEOKUK MUNICIPAL WATERWORKS

20 N. 4TH STREET

P.O. BOX 10

Keokuk, Iowa

52632

PHONE: 319-524-5285

WEBSITE: KEOWATER.COM

TRUSTEES:

KIMBERLY BOYD
MICHAEL HICKEY
RAYMOND LONG
TOM CRENSHAW
FLINT PEYTON

GENERAL MANAGER:

DAVID BOGNER

November 15, 2023

Honorable Mayor Kathie Mahoney
City of Keokuk
PO Box 400
Keokuk, IA 52632

Dear Mayor Mahoney:

I will be leaving Keokuk at the end of January, and as such must resign my position on the Board of Directors of the Keokuk Waterworks, effective January 31, 2024. I have enjoyed my service on the board and I am proud to have been part of this organization. I believe Keokuk Municipal Waterworks is well positioned to meet all current and future potable water needs of this community and the surrounding area.

Sincerely,

Ray Long

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 FEBRUARY 1, 2024.

REGISTER NO. 5386

AMI PIPE & SUPPLY	SUPPLIES	\$ 1,197.45
BEARING HEADQUARTERS CO.	PARTS	\$ 593.52
GATE CITY PUBLISHING	PUBLICATIONS	\$ 278.60
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 382.50
GRAY QUARRIES, INC	ROADROCK	\$ 82.10
JIM BAIER, INC	PARTS	\$ 228.51
RIVER CITY PARTS, INC.	PARTS	\$ 596.35
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 225.50
ACCESS SYSTEMS	MAINTENANCE AGREEMENT	\$ 143.45
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 258.75
TASKE FORCE, INC.	TEMPORARY HELP	\$ 965.25
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 240.00
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 2,155.55
ALLIANT	ELECTRIC BILL	\$ 8,483.97
THE CARDBOARD BOX	UPS CHARGES	\$ 57.75
HACH COMPANY	WPC LAB SUPPLIES	\$ 643.00
CENTURY LINK	SERVICE	\$ 1,302.65
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 9,511.21
LEE COUNTY RECORDER/REGISTRAR	DOCUMENT RECORDINGS	\$ 44.00
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 56.31
TRUCK REPAIR, INC	PARTS	\$ 609.16
MEYERS PLUMBING	LABOR/MATERIALS @ PARK	\$ 402.05
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$ 700.00
HY-VEE, INC.	FUEL CHARGES	\$ 940.31
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$ 748.92
NBS CALIBRATIONS	LAB SUPPLIES @ WPC	\$ 176.00
OVERHEAD DOOR COMPANY OF	LABOR/MATERIALS @ BRIDGE BLDG	\$ 6,552.00
PATTERSON PLUMBING & HEATING	LABO/MATERIALS @ANIMAL SHELTER	\$ 839.00
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 287.24
KNAPHEIDE TRUCK EQ CENTER	PARTS	\$ 968.11
NIEMANN FOODS, INC./ACE	SUPPLIES	\$ 423.67
IOWA PRISON INDUSTRIES	STREET SIGNS	\$ 2,391.20
CHEMSEARCH	LAB SUPPLIES	\$ 1,329.95
U.S. CELLULAR	CELL PHONE SERVICE	\$ 543.71
USA BLUE BOOK	SEWER/WPC SUPPLIES/MATERIALS	\$ 761.03
AUTOZONE	PARTS/SUPPLIES	\$ 33.69
CAPITAL ONE	LIBRARY SUPPLIES	\$ 45.72
DISCOUNT TIRE & SERVICE	TIRES	\$ 787.50

REGISTER NO. 5387

O'REILLY AUTOMOTIVE INC.	PARTS	\$ 1,131.26
PETERS HEATING & AIR	LABOR/MATERIAL @ANIMAL SHELTER	\$ 10,138.00
MEDIACOM	SERVICE	\$ 465.78
AMSTED RAIL COMPANY, INC.	FRANCHISE FEE REBATE	\$ 8,362.70
MUNICIPAL EMERGENCY SERVICES	FIRE DEPT SUPPLIES/MATERIALS	\$ 12,534.00
HILL'S PET NUTRITION SALES, INC	ANIMAL CONTROL SUPPLIES	\$ 30.30
LEXISNEXIS RISK SOLUTIONS	KEOKUK POLICE DEPARTMENT	\$ 146.83
HANCOCK VETERINARY CLINIC	ANIMAL CONTROL SERVICES	\$ 23.25
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING SERVICES	\$ 140.00
SOUTHEAST IOWA REGIONAL	RTA AGREEMENT	\$ 2,125.00
DRAKE-SCRUGGS EQUIPMENT, INC.	SERVICE CALL/LABOR	\$ 1,555.00
CARD SERVICES	LIBRARY SUPPLIES	\$ 272.46
WEST CENTRAL FS INC.	BULK OIL	\$ 955.90
WINDSTREAM	SERVICE	\$ 492.54
TRITECH FORENSICS	POLICE DEPT SUPPLIES/MATERIALS	\$ 124.25
JASON SCHMITT	TRAVEL REIMBURSEMENT	\$ 62.14
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 8,802.04
TSI INCORPORATED	REPAIRS FOR FIRE DEPARTMENT	\$ 1,121.66
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$ 452.25
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 2,090.50
JOHN REITER	TRAVEL REIMBURSEMENT	\$ 111.30
COMMERCIAL CONTRACTING	SECURE PROPERTIES	\$ 1,310.00
FP MAILING SOLUTIONS	LIBRARY POSTAGE METER	\$ 107.82
GS SYSTEMS, INC	WPC ANNUAL SUPPORT RENEWAL	\$ 3,910.00
JOHNSON CONTROLS	SERVICE CALL/REPAIRS @SEIDC	\$ 2,022.00
STEVE DRAY	TRAVEL REIMBURSEMENT	\$ 16.04
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
QUARTIX INC.	CREDIT MEMO	\$ (579.42)
NEWBERRY LANDSCAPING LLC	MOW VARIOUS PROPERTIES	\$ 1,080.00
SHARED IT INC	IT SERVICES	\$ 4,250.85
GTG PETERBILT QUINCY	PARTS	\$ 136.37
VERTICAL COMMUNICATIONS	SERVICE	\$ 59.80
BLESSING HEALTH KEOKUK CLINIC	MEDICAL SERVICES	\$ 95.00
NAPA AUTO PARTS	PARTS	\$ 289.94
CJ COOPER & ASSOCIATES	DRUG TESTING SERVICES	\$ 250.00
SCOTT'S ULTRA CLEAN LLC	LIBRARY CLEANING SERVICES	\$ 1,375.00
REX OTT	AIRPORT SNOW REMOVAL	\$ 420.00
MICHELLE DEPRIEST	POLICE VEHICLE CLEANING	\$ 1,350.00
EVORA ENERGY	SERVICE CALL @ AIRPORT	\$ 1,058.21
PHILLIPS MEDIA GROUP	LIBRARY SUBSCRIPTION	\$ 183.00
CONTINENTAL FIRE SPRINKLER CO	ANNUAL INSPECTION CITY HALL	\$ 300.00
APWA IOWA CHAPTER	APWA SPRING CONFERENCE	\$ 330.00

REGISTER NO. 5388

MIDWEST AUTOMOTIVE	REFINISH POOL DIVING BOARDS	\$ 1,022.76
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$ 306.00
NICUSA INC - IOWA DIVISION	SWIPE DEVICE @ POLICE DEPT	\$ 100.00
INFOSEND, INC	GARBAGE CALENDERS	\$ 574.05
KEOKUK AUTO CREDIT INC	2017FORD TRANSIT FOR WPC	\$ 11,300.00
		\$ 128,990.26



COUNCIL ACTION FORM

Date: 2/1/2024

Presented By: Hinton/El Anfaoui

Subject: \$3,000,000 General Obligation Capital Loan Notes Agenda Item: 7

Description:

Resolution fixing date for public hearing to authorize a loan and disbursement agreement and the issuance of notes to evidence the obligations of the City thereunder.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ITEMS TO INCLUDE ON AGENDA

CITY OF KEOKUK, IOWA

Not to Exceed \$3,000,000 General Obligation Capital Loan Notes (State of Iowa Revolving Fund Loan)

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 1, 2024

The City Council of the City of Keokuk, State of Iowa, met in regular session, in the Council Chambers, City Hall, 501 Main Street, Keokuk, Iowa, at 5:30 P.M., on the above date. There were present Mayor Mahoney, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF KEOKUK, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$3,000,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES OF THE CITY OF KEOKUK, STATE OF IOWA,
AND PROVIDING FOR PUBLICATION OF NOTICE
THEREOF**

WHEREAS, it is deemed necessary and advisable that the City of Keokuk, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$3,000,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, as amended, for the purpose of providing funds to pay costs of carrying out an essential corporate purpose project as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan and Disbursement Agreement may be authorized and General Obligation Capital Loan Notes issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a

notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 501 Main Street, Keokuk, Iowa, at 5:30 P..M., on the 15th day of February, 2024, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$3,000,000 General Obligation Capital Loan Notes, to evidence the obligations of the City thereunder for an essential corporate purpose of the City, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System; and costs of the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, including the Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2020, dated September 18, 2020.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan and Disbursement Agreement and the issuance of General Obligation Capital Loan Notes evidencing the City's obligations to an aggregate principal amount of not to exceed \$3,000,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of loan(s) on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four clear days nor more than twenty days before the date of said public meeting on the issuance of said Notes.

Section 4. The notice of the proposed action shall be in substantially the following form:

(To be published between: January 26, 2024, and February 10, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF KEOKUK, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$3,000,000 GENERAL OBLIGATION
CAPITAL LOAN NOTES, FOR AN ESSENTIAL CORPORATE
PURPOSE AND THE PUBLIC HEARING ON THE
AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Keokuk, State of Iowa, will hold a public hearing on the 15th day of February, 2024, at 5:30 P.M., in the Council Chambers, City Hall, 501 Main Street, Keokuk, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$3,000,000 General Obligation Capital Loan Notes, to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to pay the costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System; and costs of the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, including the Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2020, dated September 18, 2020. Principal and interest on the proposed Loan and Disbursement Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligation of the City thereunder or will abandon the proposal

This Notice is given by order of the City Council of the City of Keokuk, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa, as amended.

Dated this 1st day of February 2024.

Celeste El Anfaoui, City Clerk, City of
Keokuk, State of Iowa

(End of Notice)

PASSED AND APPROVED this 1st day of February 2024.

K.A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LEE

)

I, the undersigned City Clerk of the City of Keokuk, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 1st day of February 2024.

Celeste El Anfaoui, City Clerk, City of
Keokuk, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF LEE)

NOTICE OF PUBLIC HEARING
(Not to Exceed \$3,000,000 General Obligation Capital Loan
Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Daily Gate City", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

WITNESS my official signature at Keokuk, Iowa this 6th day of February 2024.

(SEAL)



COUNCIL ACTION FORM

Date: January 29, 2024

Presented By: Broomhall

Subject: Plat of Survey for Property Partners as requested by Pivotal Housing Partners Agenda Item: 8

Description:

Pivotal Housing Partners has submitted a plat of survey the subdivision and/or reconfiguration of boundary lines on property adjacent to Lincoln Avenue situated north of Johnson Street Road. There are three existing parcels that they wish to reconfigure to allow for construction of an apartment building. Pivotal Housing Partners will be purchasing a five acre parcel from Property Partners LLC once the plat of survey has been completed.

The City Planning Commission met on January 22, 2023 to review the preliminary plat of survey, and recommended approval. The Planning Commission did recommend that a sidewalk be constructed across the entire frontage of all parcels.

Once the preliminary plat is approved by the City Council, the County Auditor will assign parcel letters and the final plat will be submitted for council approval.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve Preliminary Plat of Survey

Approve Preliminary Plat of Survey

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING A PRELIMINARY PLAT OF SURVEY FOR
PROPERTY PARTNERS LLC**

WHEREAS, on January 22, 2024, the City Planning Commission of the City of Keokuk reviewed and approved the Preliminary Plat of Survey for property described on Exhibit A (the “Property”), and

WHEREAS, the Property has been surveyed by Adam A. Price, a licensed Iowa land surveyor, and

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

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

THAT, the City Council of the Keokuk of Keokuk, does here approve the Preliminary Plat of Survey for described property.

Passed & Approved this 1st day of February 2024.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

SURVEY TITLE: **PRELIMINARY**
PLAT OF SURVEY

PROPERTY LOCATION: BEING A PART OF THE NW 1/4 OF THE SW 1/4 & A PART OF THE NE 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 23-T65N-R5W, CITY OF KEOKUK, LEE COUNTY, IOWA.

SURVEYOR: ADAM A. PRICE
RETURN DOCUMENT TO: DAVID R. WOLFE LAND SURVEYING
2021 MAIN STREET
KEOKUK, IOWA 52632
REQUESTED BY: PIVOTAL (WILLIS MANN)
PROPERTY OWNER: PROPERTY PARTNERS, LLC
DATE OF SURVEY: 12-20-23

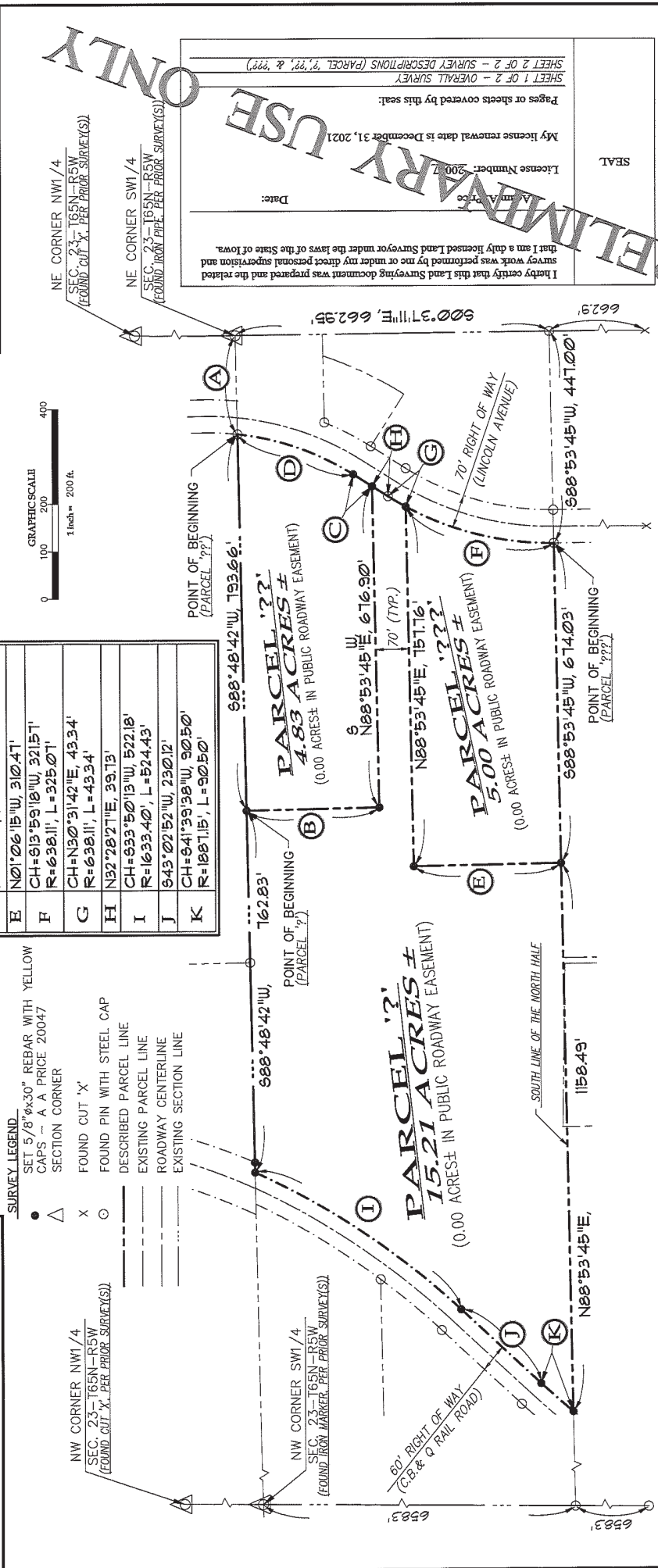
DAVID R. WOLFE LAND SURVEYING
2021 MAIN STREET, KEOKUK, IA 52632
(217) 256-4572
E-Mail: DRWLANDSURVEYING@yahoon.com

NOTE: See Document #97S-14 B14 "Warranty Deed" for Property Partners.
NOTE: See Sheet 2 of 2 for Survey Description(s) - Parcel '?', '??', & '???'

LINE	BEARING	HORIZ. DISTANCE
A	S88°48'42"W, 207.83'	
B	N 0°11'18"E, 280.25'	
C	N32°28'27"E, 472.71'	
D	CH=N19°20'08"E, 250.21'	
E	R=566.81', L=260.55'	
F	N01°06'15"W, 310.41'	
G	CH=913°59'18"W, 321.57'	
H	R=638.11', L=325.07'	
I	CH=N30°31'42"E, 433.34'	
J	R=638.11', L=433.34'	
K	N32°28'27"E, 39.73'	
L	CH=633°50'13"W, 522.18'	
M	R=1633.40', L=524.43'	
N	S43°02'52"W, 230.12'	
O	CH=641°39'38"W, 90.50'	
P	R=1081.15', L=90.50'	

SURVEY LEGEND:

- SET 5/8"Øx30" REBAR WITH YELLOW CAPS - A. A. PRICE 20047
- △ SECTION CORNER
- × FOUND CUT 'X'
- FOUND PIN WITH STEEL CAP
- DESCRIBED PARCEL LINE
- EXISTING PARCEL LINE
- ROADWAY CENTERLINE
- EXISTING SECTION LINE



SEAL

My license renewal date is December 31, 2021

License Number: 20047

Date:

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

Pages or sheets covered by this seal:

SHEET 1 OF 2 - OVERALL SURVEY
SHEET 2 OF 2 - SURVEY DESCRIPTIONS (PARCEL '?', '??', & '??')

SHEET 1 OF 2

#23357

DRW
DAVID R. WOLFE LAND SURVEYING
KEOKUK, IA

DRAWN BY: AAP
DATE OF SURVEY: 12-20-23

CHECKED BY: DRW
FIELD CREW: AAP

SURVEY TITLE: PROPERTY PARTNERS, LLC
BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 23-T65N-R5W, CITY OF KEOKUK, LEE COUNTY, IOWA.

JOB NUMBER: 2023357.00
DRAWING NAME: 23357

SHEET 1 OF 2 SHEETS

DRW
DAVID R. WOLFE LAND SURVEYING
KEOKUK, IA

Survey Description - PARCEL 'A'

Being a part of the North Half of the Northwest Quarter of the Southwest Quarter and a part of the North Half of the Northeast Quarter of the Southwest Quarter of Section 23, Township 65 North, Range 5 West of the 5th P.M., City of Keokuk, Lee County, Iowa, and being more particularly described as follows: Commencing, as a point of reference, at the Northeast Corner of the Southwest Quarter of said Section 23; thence South 88° 48' 42" West (assumed bearing for this description) 207.83 feet along the North line of said Southwest Quarter to a point on the Westerly Right of Way line of Lincoln Avenue as now established; thence continuing South 88° 48' 42" West 793.66 feet along said North line to the point of beginning of the following described tract of land; thence continuing South 88° 48' 42" West 762.83 feet along said North line to a point on the Easterly Right of Way line of an existing Railroad; thence Southwesterly 524.43 feet along a 1633.40 foot radius curve concave Westerly and having a chord bearing and length of South 33° 50' 13" West 522.18 feet; thence South 43° 02' 52" West 230.12 feet along said Easterly line; thence Southwesterly 90.50 feet along a 1887.15 foot radius curve concave Easterly and having a chord bearing and length of South 41° 39' 38" West 90.50 feet to a point on the South line of said North Half; thence North 88° 53' 45" East 1158.49 feet along said South line; thence North 01° 06' 15" West 310.47 feet; thence North 88° 53' 45" East 757.76 feet to a point on the Westerly line of said Lincoln Avenue; thence Northeasterly 43.34 feet along a 638.11 foot radius curve concave Easterly and having a chord bearing and length of North 30° 31' 42" East 43.34 feet along said Westerly line; thence North 32° 28' 27" East 39.73 feet along said Westerly line; thence South 88° 53' 45" West 676.90 feet; thence North 01° 11' 18" West 280.25 feet to the point of beginning, containing 15.21 acres, more or less, being subject to easements of record or by prescription.

Survey Description - PARCEL 'B'

Being a part of the North Half of the Northeast Quarter of Section 23, Township 65 North, Range 5 West of the 5th P.M., City of Keokuk, Lee County, Iowa, and being more particularly described as follows: Commencing, as a point of reference, at the Northeast Corner of the Southwest Quarter of said Section 23; thence South 88° 48' 42" West (assumed bearing for this description) 207.83 feet along the North line of said Southwest Quarter to a point on the Westerly Right of Way line of Lincoln Avenue as now established, and the point of beginning of the following described tract of land; thence South 88° 48' 42" West 793.66 feet along said North line; thence South 01° 11' 18" East 280.25 feet; thence North 88° 53' 45" East 676.90 feet to a point on said Westerly line; thence North 32° 28' 27" East 47.27 feet along said Westerly line; thence Northerly 260.55 feet along a 568.11 foot radius curve concave Westerly and having a chord bearing and length of North 19° 20' 08" East 258.27 feet to the point of beginning, containing 4.83 acres, more or less, being subject to easements of record or by prescription.

Survey Description - PARCEL 'C'

Being a part of the North Half of the Northeast Quarter of the Southwest Quarter of Section 23, Township 65 North, Range 5 West of the 5th P.M., City of Keokuk, Lee County, Iowa, and being more particularly described as follows: Commencing, as a point of reference, at the Northeast Corner of the Southwest Quarter of said Section 23; thence South 00° 37' 11" East (assumed bearing for this description) 662.95 feet along the East line of said Southwest Quarter to a point on the South line of said North Half; thence South 88° 53' 45" West 447.00 feet along said South line to a point on the West line of Lincoln Avenue as now established and the point of beginning of the following described tract of land; thence continuing South 88° 53' 45" West 674.03 feet along said South line; thence North 01° 06' 15" West 310.47 feet; thence North 88° 53' 45" East 757.76 feet to a point on the West line of said Lincoln Avenue; thence Southerly 325.07 feet along a 638.11 foot radius curve concave Easterly, having a chord bearing and length of South 13° 59' 18" West 321.57 feet to the point of beginning, containing 5.00 acres, more or less, being subject to easements of record or by prescription.

PRELIMINARY USE ONLY

SURVEY TITLE: **PRELIMINARY
PLAT OF EASEMENT**

PROPERTY LOCATION: BEING A PART OF THE NW 1/4 OF THE SW 1/4 & A PART OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 23-T65N-R5W, CITY OF KEOKUK, LEE COUNTY, IOWA.

SURVEYOR: ADAM A. PRICE
RETURN DOCUMENT TO: DAVID R. WOLFE LAND SURVEYING
2021 MAIN STREET
KEOKUK, IOWA 52632

REQUESTED BY: PIVOTAL (WILLYS MANN)

PROPERTY OWNER: PROPERTY PARTNERS, LLC

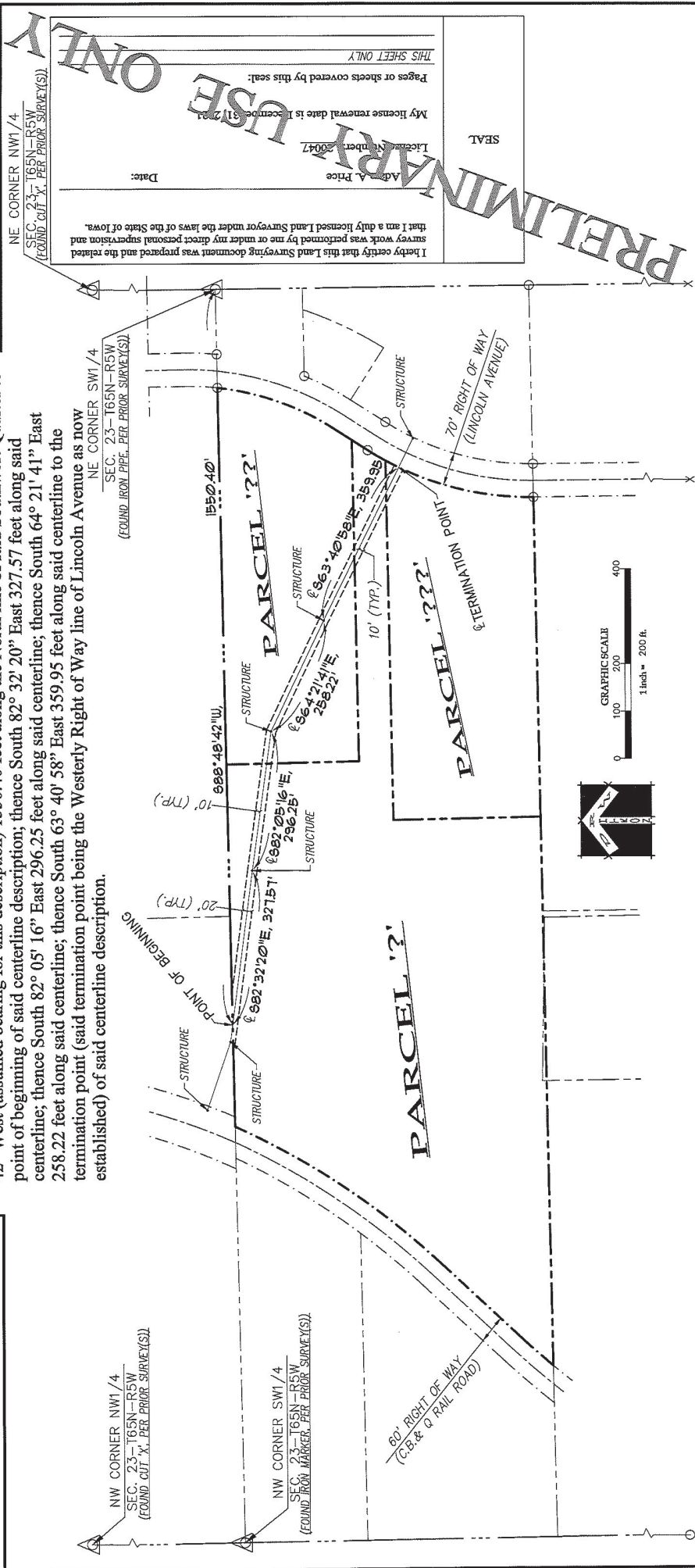
DATE OF SURVEY: 12-20-23

DAVID R. WOLFE LAND SURVEYING
2021 MAIN STREET, KEOKUK, IA 52632
(217) 256-4572
E-Mail: DRWLANDSURVEYING@yahoo.com

NOTE: See Document #97S-14 B14 "Warranty Deed" for Property Partners.

Existing Sewer Line Centerline 20 foot Easement Description

Being the centerline description of an existing 20 foot Sewer Line which crosses a part of the North Half of the Northwest Quarter of the Southwest Quarter and part of the North Half of the Northeast Quarter of the Southwest Quarter, Section 23, Township 65 North, Range 5 West of the 5th P.M., City of Keokuk, Lee County, Iowa, and the centerline of which is being more particularly described as follows: Commencing, as a point of reference, at the Northeast Corner of the Southwest Quarter of said Section 23; thence South 88° 48' 42" West (assumed bearing for this description) 1550.40 feet along the North line of said Southwest Quarter to point of beginning of said centerline description; thence South 82° 32' 20" East 327.57 feet along said centerline; thence South 82° 05' 16" East 296.25 feet along said centerline; thence South 64° 21' 41" East 258.22 feet along said centerline; thence South 63° 40' 58" East 359.95 feet along said centerline to the termination point (said termination point being the Westerly Right of Way line of Lincoln Avenue as now established) of said centerline description.



#23357

DRW DAVID R. WOLFE LAND SURVEYING KEOKUK, IOWA	DRAWN BY: AAP DATE OF SURVEY: 12-20-23	CHECKED BY: DRW FIELD CREW: AAP	SURVEY TITLE: PROPERTY PARTNERS, LLC BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 & A PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 23-T65N-R5W, CITY OF KEOKUK, LEE COUNTY, IOWA.	JOB NUMBER: 2023357.00 DRAWING NAME: 23357	SHEET 1 OF 1 SHEETS	DRW DAVID R. WOLFE LAND SURVEYING KEOKUK, IOWA
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COUNCIL ACTION FORM

Date: February 1st, 2024

Presented By: Hinton

Subject: WPC Interruptible Service Agreement Agenda Item: 9

Description:

Interstate Power and Light Company (Alliant Energy) currently has an Interruptible Service Agreement with Water Pollution Control. They are requesting a modification that changes the rates at WPC to the same amount of credit year round, in place of having a summer and winter rate.

The new agreement would save an additional \$20,000 (Approximately), based on past usage data.

WPC Director, Tom Wills, has reviewed the information and wants to continue the agreement.

Requesting approval for the mayor to execute the attached agreement.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION ALLOWING THE MAYOR TO ENTER IN AN
AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY (AN
ALLIANT ENERGY COMPANY)**

WHEREAS, the City of Keokuk and Interstate Power and Light Company have entered into Electric Service Agreement Number 56199 dated the 11th day of April 2022 under which Customer takes electric service and Customer has elected the Interruptible Service Option, Rider INTSERV tariff; and,

WHEREAS, the parties have reached an understanding regarding Customer's firm demand levels based upon Company's Interruptible Service Option tariff;

WHEREAS, in consideration of the mutual covenants, terms and conditions set forth, the parties hereto mutually covenant and agree to the following:

The Firm Contract demand level to which the Customer will curtail its electrical service in the 60 consecutive revenue months beginning the 1st day of January 2024 is: Contracted Firm Demand Summer Rate Period 0 kW Contracted Firm Demand Non-Summer Rate Period 0 kW Summer Rate period: May 16 through September 15 Non-Summer Rate Period: All other months.

This Attachment applies to the following: Premise address 1000 Mississippi Drive, Keokuk, Iowa Account number 2688028852 In all other respects the Electric Service Agreement shall remain unchanged.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA; that the contract firm demand level with Interstate Power and Light Company. is hereby approved.

PASSED, APPROVED, AND ADOPTED this 1st day of February 2024.

K.A. Mahoney, Mayor

Attest: Celeste El Anfaoui, City Clerk

**ATTACHMENT A:
CONTRACT FIRM DEMAND LEVEL**

This Attachment is made this 15th day of December, 2023 by and between City of Keokuk, Iowa, (hereinafter "Customer") and **INTERSTATE POWER AND LIGHT COMPANY** (an Alliant Energy company), an Iowa corporation, having its principal offices at 200 First St. SE, Cedar Rapids, Iowa 52401 (hereinafter "Company").

WHEREAS, Company and Customer have entered into Electric Service Agreement Number 56199 dated the 11th day of April, 2022 under which Customer takes electric service and Customer has elected the Interruptible Service Option, Rider INTSERV tariff;

WHEREAS, the parties have reached an understanding regarding Customer's firm demand levels based upon Company's Interruptible Service Option tariff;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth, the parties hereto mutually covenant and agree to the following:

The Firm **Contract demand level** to which the Customer will curtail its electrical service in the 60 consecutive revenue months beginning the 1st day of January 2024 is:

Contracted Firm Demand Summer Rate Period 0 kW

Contracted Firm Demand Non-Summer Rate Period 0 kW

Summer Rate period: May 16 through September 15

Non-Summer Rate Period: All other months

This Attachment applies to the following:

Premise address 1000 Mississippi Drive, Keokuk, Iowa

Account number 2688028852

In all other respects the Electric Service Agreement shall remain unchanged.

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

**ATTACHMENT A:
CONTRACT FIRM DEMAND LEVEL**

Customer: City of Keokuk, IA

Interstate Power and Light Company:

By _____

By _____

Title _____
(Officer-Partner-Owner)

Title _____

Attest: _____

Attest: _____



COUNCIL ACTION FORM

Date: February 1, 2024

Presented By: Tom Wills

Subject: Digester Cleaning #1 Agenda Item: 10

Description:

Digester #1 contains an excessive amount of lime solids and currently is unusable. The digester must be cleaned in order to perform it's process and prevent damage to the digester itself. The Water Resource Recovery Facility has two digesters, and if the digester in current use were to fail, digestion would not be achieved due to the other digester not being usable and the City would be out of compliance with the National Pollution Discharge Elimination System (NPDES) permit, therefore it is vital for the backup digester to be cleaned. One bid was received to clean the digester from Commercial Contracting Services (C.C.S.) of Keokuk, IA in the amount of \$532,500. C.C.S. will perform the cleaning to remove the sludge and the dewatering of said sludge.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 613-815-6790 Title: Capital Improvement/Project

Amount Budgeted: _____

Actual Cost: \$532,500.00

Under/Over: \$532,500.00

Funding Sources:

Capital Project Fund _____

Departments:

WRRF _____

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

To award a contract to C.C.S. to clean Digester #1 in the amount of \$532,500.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

A RESOLUTION AUTHORIZING CLEANING OF #1 DIGESTER CONTRACT

WHEREAS Digester #1 at Water Resource Recovery Facility contains an excessive amount of lime solids rendering it unusable; and

WHEREAS digester #1 must be cleaned and sludge dewatered in order to perform its process and prevent present and future damage to the digester; and

WHEREAS the City solicited bids for the cleaning of Digester #1; and

WHEREAS one bid was received from Commercial Contracting Services (C.C.S.) to perform cleaning of Digester #1 and dewatering of removed sludge in the amount of \$532,500.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract be awarded to Commercial Contracting Services of Keokuk, IA in the amount of \$532,500.

PASSED, APPROVED, AND ADOPTED this 1st day of February 2024.

Mayor – K. A. Mahoney

Attest – Celeste El Anfaoui

AGREEMENT

This agreement (“Agreement”) made and entered into this 1st day of February, 2024 by and between Commercial Contracting Services (C.C.S.) (hereinafter “CONTRACTOR”) a company or corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Iowa, and the City of Keokuk (hereinafter “OWNER”) a municipal corporation and political subdivision of the State of Iowa located in Lee County Iowa.

WITNESSETH:

That for consideration, as set forth herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

A. GENERAL PROVISIONS

Purpose. The purpose of this Agreement is to provide for construction of the #1 Digester Cleaning.

1. All responsibility for said construction will be the sole obligation of CONTRACTOR. The OWNER assumes no responsibility for same, except as provided for in this agreement and as provided by law.

2. **Duration of agreement.** This Agreement shall commence on March 1st, 2024 to proceed and shall continue through the completion Date of June 7, 2024 or 75 working days unless terminated sooner as provided herein.

3. **Consideration by OWNER.** Owner shall pay CONTRACTOR the line item bid amount that was submitted for the bid opening, **\$532,500** in installments as submitted by the contractor not to exceed 1 a month. The installments shall only include work that has been completed by the date the request is submitted. A retainage of 5% will be held until the work has been accepted by the City of Keokuk.

4. **Good Faith Negotiations.** In the event discrepancies arise between the OWNER and CONTRACTOR, the parties shall immediately attempt to resolve said discrepancies via good faith negotiations, and if unable to do so within a reasonable time, shall not waive their right to an action in the venue of the Iowa District Court at South Lee County.

5. **Amendments.** This Agreement may not be changed, amended, modified, altered or rescinded except upon the express written consent of both OWNER and CONTRACTOR.

B. RESPONSIBILITY OF OWNER

1. **OWNER duties.** OWNER shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees and equipment to perform the intent of this

agreement.

C. RESPONSIBILITY OF CONTRACTOR

1. **CONTRACTOR'S duties.** CONTRACTOR shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment, and facilities to carry out the intent of this agreement. CONTRACTOR shall comply with all laws, rules, and regulations of any Federal, State, or local jurisdiction relating to its duties under this agreement as same now exists or as they may be in the future.

2. CONTRACTOR will maintain his/her equipment at their expense and shall keep it in good condition.

3. CONTRACTOR will be paid for a maximum 75 working days. Work required after 75 working days shall be completed at CONTRACTOR'S expense.

D. OTHER PROVISIONS

1. **Insurance.** CONTRACTOR shall obtain and carry throughout the term of this agreement insurance with a reputable company, acceptable to the OWNER and admitted to do business with the State of Iowa with the following minimum limits:

- a) Workman compensation – as provided by Iowa Law.
- b) Motor Vehicle Insurance with not less than \$1,000,000 liability limits.
- c) Catastrophic liability umbrella in the amount of \$1,000,000. The OWNER will be named as an insured party and a copy of his coverage shall be deposited with the City Clerk of City. OWNER shall be notified by the insurance carrier of any alterations, cancellation or revocation of insurance. If said insurance is cancelled or revoked, CONTRACTOR shall cease its operation until substitute policy is obtained.

2. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless OWNER, Owner's design professional and other consultants, and Owner's officers, employees, agents, and representatives ("Indemnified Parties"), from and against any claims, allegations, damages, awards, judgments, and expenses of every kind or character, including, but not limited to, attorney's fees and expert costs, which may arise out of or result from in whole or in part Contractor, Contractor's subcontractors and material suppliers, or their employees, agents, or representative's performance of the Work, except to extent caused by the sole negligence or willful misconduct of Indemnified Parties. Contractor's obligation to defend Indemnified Parties shall be immediate upon written notice by Owner to Contractor and Contractor shall, if requested by Owner, defend Indemnified Parties using counsel approved by Owner in its sole discretion.

3. **CONTRACTOR is not an employee.** It is understood and agreed the CONTRACTOR is performing under this agreement as an independent contractor and is not an employee of the OWNER, nor are its employees, officers and agents. CONTRACTOR shall timely pay all Federal and State employment taxes and insurance on its own employees and officers.

4. CONTRACTOR shall timely pay all obligations it incurs in the performance of this agreement, including those of any subcontractors, and shall not allow any liens to be placed against OWNER or its property, against CONTRACTOR or its property.

5. **Patents.** CONTRACTOR shall pay all royalties and license fees and shall hold and same the OWNER, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the OWNER in its respect. The CONTRACTOR shall defend all suits and claims for infringement of any patent or license rights.

6. **Public Records.** CONTRACTOR acknowledges that this Agreement is made with a political subdivision of the State of Iowa, and as such, may be subject to Public Records requests. OWNER's disclosure of records pursuant to the Public Records law is not a breach of the contract. Additionally, CONTRACTOR accepts responsibility to maintain results of the inspection for the statutorily required time, and shall, upon request, promptly respond to any request made pursuant to Public Records laws of the State of Iowa. Should CONTRACTOR fail to comply with Iowa Public Record law, CONTRACTOR will indemnify OWNER and their employees, agents, or officers.

7. **Assignment.** This agreement is solely with CONTRACTOR based on its reputation and past performance and as such no sale, assign, transfer of conveyance of same, in whole or in part, shall be permitted without written consent to same by OWNER. Any attempt to sell, assign, transfer, or convey the agreement without consent of OWNER shall be a material breach of this agreement by CONTRACTOR.

8. **Breach of contract and remedies.** Any failure of CONTRACTOR to perform his/her duties and responsibilities under any clause of this agreement shall constitute a material breach of contract and OWNER may, at its sole option, proceed with any legal or equitable remedy available to it. Any failure by OWNER to proceed with action following a breach shall not be deemed to be a waiver of same. In addition to the foregoing remedies, OWNER may elect to terminate this agreement upon 10 days written notice for breach of any of its terms by CONTRACTOR unless the defect or non-performance is remedied by CONTRACTOR. However, OWNER may under any circumstances, immediately terminate this Agreement without notice, upon violation by CONTRACTOR of any provision of this agreement.

9. **Destruction of premises.** In the event of total or partial destruction of OWNER'S storage site by fire, windstorm, or other casualty, making it impossible for OWNER to perform here under, the provisions of this Agreement shall terminate until such time as OWNER restores said premises.

10. **Notice.** Any written notice shall be given by either party by service as provided in the Iowa Rules of Civil Procedure, or by certified mail, addressed to said party, with sufficient postage and addressed as follows:

City of Keokuk

Attn: WRRF Superintendent

501 Main Street

Keokuk, Iowa 52632

11. **Severability.** If any provision of this Agreement is held invalid, void or voidable as against public policy or otherwise, the invalidity will not affect other provisions which may be given effect without the invalid provision. To this extent, the provisions of this Agreement are declared to be severable. The language of all parts of this Agreement will in all cases be construed according to its fair meaning and not strictly for or against either of the parties.

12. **Governing Law.** This Agreement and any claims arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to the principles of conflicts of laws of Iowa. Any claims or legal actions by one party against the other will be commenced and maintained in Lee County District Court, or the U.S. District Court for the Southern District of Iowa, and you submit to the jurisdiction and venue of any such court.

IN WITNESS WHEREOF, the City of Keokuk and CONTRACTOR have executed this Memorandum of Agreement on this _____ day of _____, 2024

(SEAL)

CITY OF KEOKUK, IOWA

By: _____

Kathie Mahoney, Mayor

ATTEST:

By: _____

Celeste El Anfaoui, City Clerk

STATE OF IOWA

)
) SS

COUNTY OF LEE)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Kathie Mahoney and Celest El Anfaoui, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

FOR CONTRACTOR

By _____
(Name & Title)

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they represent _____, and that said instrument was signed on behalf of said corporation; and that the said representative acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

Notary Public in and for the State of Iowa