

**AGENDA**  
**CITY COUNCIL MEETING**  
**January 18, 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 4, 2024;
  - Cash Receipts & Treasurer's Report for December 2023;
  - Resolution 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:**

7. Consider 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.

**NEW BUSINESS:**

8. Consider resolution adding Boards & Commissions appointments, re-appointments, and resignation to be approved on the consent agenda.
9. Consider resolution approving a lease for Freeze Dried USA.
10. Consider resolution authorizing the Mayor to execute a one-year agreement with Klingner & Associates for engineering services at the North Landfill.
11. Consider resolution designating depositories for city monies and city funds not to exceed the sums indicated below per financial institution.
12. Consider resolution designating the Daily Gate City as a newspaper of general circulation for publications of official notices.
13. Consider resolution making the safety deposit box rented in the name of the City of Keokuk accessible to the Mayor, City Administrator & City Clerk.
14. Consider 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).
15. Boards & Commissions:
16. Council Liaison Reports:
17. Staff Reports:
18. New Business:
19. Adjourn Meeting.

**MINUTES  
CITY COUNCIL MEETING  
January 4, 2024  
501 Main Street  
5:30 P.M.**

The City Council of the City of Keokuk met in regular session on January 4, 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, Community Development Director Pam Broomhall, Water Pollution Control Manager Tom Wills, Code Enforcement/Housing Casey Barnes, Police Chief Zeth Baum, Fire Chief Gabe Rose and Bridge, Cemetery, Parks, and Sanitation Manager Bob Weis.

**MAYOR'S CORRESPONDENCE:** Thanked Joe Shuman and all those who assisted making City of Christmas a great success; wished everyone a Happy New Year.

**CITIZEN'S REQUEST:** Dorothy Cackley made a request regarding the city administrator search, commented on sidewalk shoveling ordinance, and voiced concerns regarding item No.7 on agenda.

Motion made by Greenwald, second by Walker to approve the agenda, including the consent agenda. (8) AYES, (1) ABSTAIN – Crenshaw, (0) NAYS. Motion carried.

- Minutes of the Regular City Council meeting & Council Workshop of December 21, 2023;
- **RESOLUTION NO. 1-2024:** Approving a Liquor License for Columbian Room of Keokuk, 11 N. 6<sup>th</sup> Street, Class C Retail Alcohol License – effective January 20, 2024;
- **RESOLUTION NO. 2-2024:** Approving a Liquor License for West K Mart, 707 Palean Street, switching from a Class B to a Class E Retail Alcohol License, effective January 5, 2024;
- **RESOLUTION NO. 3-2024:** Approving an Urban Revitalization Tax Exemption for Thomas & Carrisa Crenshaw, 424 Orleans Avenue, Sunporch;
- Motion to pay bills and transfers listed in Register No.'s 5381-5382;

**OLD BUSINESS:**

Motion made by Crenshaw, second by Tillman to consider 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. David Bogner from Keokuk Municipal Waterworks explained details of the project. After further discussion a motion was made by Crenshaw, second by Garcia to table resolution. (9) AYES, (0) NAYS. TABLED.

**NEW BUSINESS:**

**BOARDS & COMMISSIONS:** Motion made by Greenwald, second by Garcia to approve the final notification for Rena Mackie to Rand Park Pavilion Commission, 5-year term to expire 10/22/2029. (9) AYES, (0) NAYS. Motion carried.

**COUNCIL LIAISON REPORTS:** Garcia reported on signage for Oakland Cemetery Initiative, Homeless Alliance masquerade ball, and Keokuk Little League; Mayor Mahoney updated on Historic Preservation Society.

**STAFF REPORTS:** Greenwald requested update on odor around the city. Keith Gilley from Glycerin Traders gave explanation of any odor that could be coming from their operations.

Motion made by Garcia, second by Tillman to adjourn the meeting at 6:06 p.m.

**MINUTES**  
**COUNCIL WORKSHOP**  
**January 4, 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, C.Barnes, Baum, Rose, and Weis.

The Council discussed Boards and Commissions with Mayor Mahoney.

Chuck Pietscher (Fine Arts Council), Doug Matlick (Lake Cooper Foundation), Amy Hobb (Main Street Keokuk Inc.), Ted Elting (Rand Park Pavilion), and Kerry Klepfer (Keokuk Economic Development Corporation) addressed council requesting funds from hotel motel money.

Meeting Adjourned at 6:51 PM.

**CASH RECEIPTS  
DECEMBER 2023**

General Fund	\$	2,367,684.49
Park Maint/Improv. Total	\$	11,963.51
Road Use Tax	\$	234,132.87
Employee Benefit Total	\$	132,935.47
Emergency Tax Levy Total	\$	4,924.83
Sales Tax - Human Development Total	\$	139,628.60
Tax Increment Financing Total	\$	6,080.99
Economic Development Total	\$	47,124.00
Library Trust Total	\$	908.48
Debt Service Total	\$	485,119.42
Capital Improvement Project Totals	\$	15,050.00
Capital Equipment Purchase Totals	\$	46,382.50
Perpetual Care Total	\$	100.00
WPC Maint/Operation Total	\$	474,383.14
WPC Improvement Reserve Total	\$	10.47
Solid Waste Total	\$	167,078.61
Municipal Bridge Total	\$	24,584.83
Internal Service Fund Total	\$	63,570.21
<b>TOTAL</b>	<b>\$</b>	<b>4,221,662.42</b>

# TREASURER'S REPORT

## CALENDAR 12/2023, FISCAL 6/2024

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	1,795,914.31	2,367,684.49	827,158.16	5,562.87	3,342,003.51
002	PARK MAINT/IMPROV	249,001.89	11,963.51	22,907.01	.00	238,058.39
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,376,258.17	234,132.87	108,706.61	1,242.06-	1,500,442.37
112	EMPLOYEE BENEFIT	1,793,797.24	132,935.47	1,289,013.97	.00	637,718.74
119	EMER - TAX LEVY	257,767.87	4,924.83	.00	.00	262,692.70
121	SALES TAX - HUMAN DEV	1,439,887.79	139,628.60	650,000.00	.00	929,516.39
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	410,889.31	6,080.99	459,719.50	.00	42,749.20-
160	ECONOMIC DEVELOPMENT	200,605.80	47,124.00	.00	.00	247,729.80
167	LIBRARY TRUST	105,530.03	908.48	.00	.00	106,438.51
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	91,609.34	.00	.00	.00	91,609.34
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	863,409.60	.00	75,400.33	.00	788,009.27
200	DEBT SERVICE	838,487.67	485,119.42	51,178.00	.00	1,272,429.09
301	CAPITAL IMPROV PROJECTS	5,170,515.06	15,050.00	3,135.82	.00	5,182,429.24
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP EQUIP PURCHASES	546,259.48-	46,382.50	18,246.69	.00	518,123.67-
304	CAPITAL PROJECT	1,891.68	.00	1,625.00	.00	266.68
500	PERPETUAL CARE	511,070.29	100.00	.00	.00	511,170.29
610	WPC MAINT/OPERATION	1,155,395.96	474,383.14	301,624.76	5,576.76	1,333,731.10
611	WPC IMPR RESERVE	1,220,549.17	10.47	.00	.00	1,220,559.64
612	SEWER MAINT EQUIP REPL	577,527.69-	.00	.00	.00	577,527.69-
613	WAT POL CONTR CAP	793,216.00	.00	.00	.00	793,216.00
614	SEWER IMPROV RESERVE	38,639.18	.00	2,317.90	.00	36,321.28
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	143,534.11	167,078.61	78,099.05	59.47	232,573.14
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,081,865.48	24,584.83	20,114.80	525.68	2,086,861.19
810	INTERNAL SERVICE FUND	23,793.94-	63,570.21	61,756.85	.00	21,980.58-
Report Total		20,564,396.19	4,221,662.42	3,971,004.45	10,482.72	20,825,536.88

**RESOLUTION NO.**

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR  
SWEET SALLY’S, 707 MAIN STREET - EFFECTIVE  
JANUARY 24, 2024**

**WHEREAS**, Application has been made by David Baum for a Class C Retail Alcohol License for Sweet Sally’s with Outdoor Service, 707 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**, David Baum has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License for Sweet Sally’s with Outdoor Service, 707 Main Street, effective January 24, 2024, be approved, and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 18<sup>th</sup> day of January 2024.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
K.A. Mahoney, Mayor

ATTEST: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF JANUARY 18, 2024.

**REGISTER NO. 5383**

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 100.00
KEOKUK MUNICIPAL WATER WORKS	MONTHLY SEWER/GARBAGE BILLING	\$ 2,352.50
GATE CITY PUBLISHING	PUBLICATIONS	\$ 1,128.61
GRAY QUARRIES, INC	ROADROCK	\$ 1,002.25
HARTRICK'S LUMBER	SUPPLIES	\$ 21.48
KEOKUK HOMESTORE	SUPPLIES	\$ 40.80
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 24.40
SHERWIN-WILLIAMS CO.	SUPPLIES/PAINT	\$ 134.02
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 10.50
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 872.10
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 298.50
TASKE FORCE, INC.	TEMPORARY HELP	\$ 1,386.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 133.72
ALLIANT	ELECTRIC BILL	\$ 39,481.68
THE CARDBOARD BOX	FIRE DEPT SHIPPING CHARGES	\$ 22.57
HACH COMPANY	WPC LAB SUPPLIES	\$ 148.38
CENTURY LINK	SERVICE	\$ 420.17
PRINCIPAL LIFE INSURANCE CO.	DISABILITY/LIFE INSURANCE	\$ 1,118.05
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE	\$ 10,854.57
LEE COUNTY RECORDER/REGISTRAR	DOCUMENT RECORDINGS	\$ 22.00
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 1,223.88
SHOEMAKER & HAALAND	ENGINEERING SERVICES	\$ 14,522.20
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	\$ 1,160.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 201.20
KEOKUK CONTRACTORS, INC	LABOR/MATERIALS POOL PUMP	\$ 3,860.00
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 839.55
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$ 197.45
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$ 2,111.00
DOWNEY'S FIRE EQUIPMENT	EXTINGUISHERS	\$ 24.00
R.L. HOENER COMPANY	SERVICE CALL FUEL PUMPS	\$ 357.50
VWR INTERNATIONAL	LAB SUPPLIES	\$ 128.10
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 66.94
YOUNGGREN SHOES	SAFETY BOOTS	\$ 200.00
IOWA LIBRARY ASSOCIATION	ANNUAL MEMBERSHIP DUES	\$ 160.00
BROZENE HYDRAULIC SERVICE	PARTS	\$ 159.60
MIDWEST BREATHING AIR L.L.C.	SEMI ANNUAL AIR TEST FIRE DEPT	\$ 187.00
FRANK MILLARD & CO., INC.	LABOR/MATERIALS @ LIBRARY	\$ 730.80
AT&T MOBILITY	POLICE CELL PHONE SERVICE	\$ 760.44

**REGISTER NO. 5384**

AUTOZONE	PARTS/SUPPLIES	\$ 101.99
CAPITAL ONE	LIBRARY SUPPLIES	\$ 55.47
PETROLEUM MARKETERS MANAGEMENT	INSURANCE AIRPORT FUEL TANKS	\$ 2,506.00
DES MOINES STAMP MANUFACTURING	OFFICE SUPPLIES	\$ 85.50
PIONEER RESEARCH CORPORATION	WPC SUPPLIES/MATERIALS/FREIGHT	\$ 436.93
FIRE SERVICE TRAINING BUREAU	FIRE RE-CERTIFICATION	\$ 50.00
MEDIACOM	SERVICE	\$ 611.80
OMNI-SITE.NET	ANNUAL PLAN	\$ 6,232.00
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$ 6,500.00
GRAINGER	WPC SUPPLIES/MATERIALS	\$ 178.20
MUNICIPAL EMERGENCY SERVICES	FIRE DEPT FLOW TEST/MATERIALS	\$ 1,515.14
STORM WATER COORDINATOR	AIRPORT ANNUAL FEE	\$ 130.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$ 227,829.12
RAILROAD MANAGEMENT COMPANY	SEWER PIPELINE CROSSING RENT	\$ 379.14
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 14.90
BRITE-WAY WINDOW SERVICE	LIBRARY WINDOW CLEANING	\$ 80.00
DRAKE-SCRUGGS EQUIPMENT, INC.	SERVICE CALL/REPAIRS/PARTS	\$ 3,134.43
GREATER BURLINGTON PARTNERSHIP	2023 SEI DAYS	\$ 150.00
DECKER MANUFACTURING	FRANCHISE FEE REBATE	\$ 134.33
CARD SERVICES	LIBRARY SUPPLIES	\$ 202.82
MID-IOWA SOLID WASTE EQUIPMENT	SEWER PARTS/SUPPLIES	\$ 2,329.30
KIRCHNER'S MACHINE SHOP	LABOR	\$ 160.50
KLINGNER & ASSOCIATES, P.C.	LANDFILL MONITORING	\$ 1,323.75
INTERSTATE BATTERIES OF	BATTERIES	\$ 26.60
VERIZON WIRELESS	CELL PHONE SERVICE	\$ 252.62
NEWSBANK INC.	LIBRARY SUBSCRIPTION	\$ 541.00
ADVANCED PLUMBING	SERVICE CALL FIRE DEPT	\$ 385.00
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 32.20
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 1,690.45
CINTAS CORPORATION #342	UNIFORM SERVICES	\$ 3,247.98
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 71.27
COMMERCIAL CONTRACTING	LABOR/MATERIALS @ SEIDC	\$ 11,527.40
ICONNECTYOU	SERVICE	\$ 892.94
UNITED SYSTEMS, INC.	SERVICE CALL/LABOR @ SEIDC	\$ 837.50
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 126.00
JIM WOLFF	LABOR @ VERITY	\$ 930.00
BRYAN KIES	LABOR @ VERITY	\$ 390.00
WORLD TRADE PRESS	LIBRARY RENEWAL	\$ 200.00
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 8,891.49
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 1,200.00
QUARTIX INC.	CREDIT MEMO	\$ (579.42)
AC CONTRACTING LLC	SHELTER POSTS TRIANGLE PARK	\$ 1,538.12



**REGISTER NO. 5385**

MIDWEST MUNICIPAL CONSULTING	EXECUTIVE SEARCH SERVICES	\$ 5,267.00
GREATAMERICA FINANCIAL SVCS.	POLICE DEPT LEASE AGREEMENT	\$ 246.08
QUADIENT FINANCE USA, INC	POSTAGE METER REFILL	\$ 1,050.93
WALZ LABEL AND MAILING SYSTEMS	POSTAGE METER SUPPLIES	\$ 58.31
LIVE VOICE	ANSWERING SERVICE	\$ 422.93
SHARED IT INC	IT SERVICES	\$ 106.01
IREAD	LIBRARY SUPPLIES/MATERIALS	\$ 396.70
TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$ 1,580.00
VERTICAL COMMUNICATIONS	SERVICE	\$ 90.20
NORTHWEST MECHANICAL, INC	LABOR/MATERIALS WPC EQUIPMENT	\$ 2,031.00
CJ COOPER & ASSOCIATES	DRUG TESTING SERVICES	\$ 45.00
SCOTT'S ULTRA CLEAN LLC	JANITORIAL SERVICES	\$ 1,925.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 312.51
SCHRAGIS LLC	GIS MAINTENANCE	\$ 600.00
RYAN HELENTAL	CLEAN/SECURE PROPERTY	\$ 100.00
AG ODOR CONTROL, LLC	WPC RENTAL FOGGING UNIT	\$ 186.00
GREAT NORTHERN ENVIRONMENTAL	WPC SUPPLIES/MATERIALS/FREIGHT	\$ 2,298.60
		\$ 389,520.70



# COUNCIL ACTION FORM

Date: January 18, 2024

Presented By: Broomhall

Subject: Vacate & dispose Street/Alley KMWW Agenda Item: 7 OLD BUSINESS

## Description:

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

The City Planning Commission reviewed and recommended approval of the vacation at their meeting on August 28, 2023. There was neighboring property owners in attendance that expressed concern/opposition about negative impact on roads that are in poor condition.

Public Works Director Brian Carrol and I spoke with Water Works Manager Dave Bogner advising that a truck route would be established for KMWW employees/contractors. The route would be South 7th to F Street to Missouri Ave to I Street to Oak Street to J Street and back to South 7th Street. Street repairs to Missouri Avenue are planned this spring/summer

A public hearing was held on November 16, 2023

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

## Set public hearing

Hold public hearing

Date

November 2, 2023

November 16, 2023

### Recommendation:

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## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]



# KMWW Truck Route





**RESOLUTION NO.**

**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.**

**WHEREAS**, a public hearing was held on Thursday, November 16, 2023, by the Keokuk City Council on a request to vacate and dispose of a 66' X 300' platted unimproved portion of H Street between blocks 72 and 73 and a 20' x 300' platted unimproved alley right of way in block 72, Mason's Lower Addition, City of Keokuk, Lee County, Iowa

**WHEREAS**, pursuant to Iowa Code Section 354.23, the City Council declares its intent to dispose of this City right-of-way by the vacating instrument all its right, title, and interest in it to Keokuk Municipal Water Works; and

**WHEREAS**, the Keokuk City Council has deemed said right of way as no benefit to the public; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that a 66' X 300' platted unimproved portion of H Street between blocks 72 and 73 and a 20' x 300' platted unimproved alley right of way in block 72, Mason's Lower Addition, City of Keokuk, Lee County, Iowa be vacated and conveyed to Keokuk Municipal Water Works

**BE IT FURTHER RESOLVED**, that the Mayor and the City Clerk be and are hereby authorized, empowered, and directed to take all necessary measures to convey the City's interest in the above-described alley right-of-way and,

**BE IT FURTHER RESOLVED**, that the aforementioned vacation shall be reflected in Appendix A, Section 8 of the Keokuk Municipal Code, and a copy recorded with the Lee County Recorder of Deeds and filed and indexed as a conveyance by the Lee County Auditor.

**Passed & Approved** this 18<sup>th</sup> day of January 2024.

\_\_\_\_\_  
K. A. Mahoney, Mayor

Attest: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk

**Please note the following are not the complete minutes, this is only the section that refers to Keokuk Municipal Water Works public right of way vacation request.**

**CITY PLANNING COMMISSION**

**August 28, 2023 @ 4:30 p.m.**

**Minutes**

**Members Present:** Larry Wallingford, Sue Dickson, Chance Nye, Mary Watson, Tom Bryant, Devon Dade, Kristal King

**Members Absent:** Jean Brilon, Karole Smith

**Staff Present:** Pam Broomhall, Community Development Director, Annette Peevler, Public Works/Planning Administrative Secretary

**Visitors:** Robert Helenthal, Ashley Custer, Dorothy Cackley, Nicole & Jacob Wilcox, David Bogner, Cole O'Donnell, Zach James, Michelle Houghton

Wallingford called the meeting to order at 4:30 p.m.

Wallingford asked if there were any changes or corrections to the minutes of June 26, 2023. Hearing none, Bryant moved to approve the minutes of the previous meeting. Nye seconded.

**RESULTING VOTE: AYES - 7, NAYS – 0, motion passed.**

**Item #3** Keokuk Municipal Water Works (KMWW), P.O. Box 10, Keokuk, IA 52632

**Vacation** - Appellant desires to vacate 66'x 300' platted unimproved portion of H Street between Blocks 72 and 73 and the 20'x 300' platted unimproved alley in Block 72 Masons Lower Addition.

Broomhall said as usual, notice was sent to neighboring properties within 200' of area in question. Broomhall said there were a couple phone calls regarding the vacation request, and those individuals were in the audience to speak. Broomhall said the purpose of the request is to use the area for a fill site. Broomhall said utility companies were notified and she did receive a few responses that there are no utilities in the area that need to be maintained.

Dave Bogner, General Manager of Keokuk Municipal Water Works, said they have been dumping fill at a property they own on Ridge Street for 20 years, but that site is full, and they need a new location. Bogner said the fill is from areas that have been excavated for repair of water mains. Bogner later said last year the crews repaired 45 leaks, but valve repairs happen more often in summer months. Bogner said some of the lots in question are still being negotiated for purchase, but some lots have already been agreed upon. Bogner said some of the areas will

also be used to store pipe and other fill materials.

Watson asked how KMWW plans to maintain the storage areas. Bogner said they maintain them and there have never been any complaints that he is aware of at the Ridge Street location.

Bryant asked what streets the trucks will be using to get to the areas. Bogner showed commission members the map and routes the trucks will travel. Bryant asked how long it generally takes to fill a ravine. Bogner said fifteen to twenty years.

Dade asked Bogner what impact he foresees on the neighborhood. Bogner said there is a row of trees and shrubbery that hides some of the lots from neighboring properties. Bogner said Missouri Avenue residents will not be able to see much of the fill site as there is brush and trees along Missouri Avenue and what will be seen will not have a big impact on visibility. Bogner stated the area that will be used for storage on the corner of Missouri & I Street will be visible.

Broomhall asked if the trucks will come off South 7<sup>th</sup> Street to get to the lots where the fill is stored. Bogner said yes, and they will travel to either Missouri Avenue or J Street, but neither is heavily traveled.

Dorothy Cackley, 620 J Street, asked if the I Street entrance is going to be used, if taxpayer dollars are being used to pay for these lots and how many commission members drove the streets to see the poor road conditions that will only be made worse by truck traffic. Cackley said she is concerned about the trucks using J Street, which is directly in front of her house. Cackley said there needs to be some street construction work done to make the streets durable to handle dump truck traffic. Cackley asked which budget the street improvement money is coming from. Wallingford said that is not something the planning commission knows or has anything to do with when making their recommendations. Cackley asked who can answer this question. Broomhall said the city council will make the final decision at their regular meeting on September 21<sup>st</sup>. Cackley asked the city planning commission members to introduce themselves.

Michelle Houghton, 1626 Missouri Avenue, said she has been a resident for many years and the roads have never been maintained since she has lived there. Houghton asked what this will do to their property values and if the city will maintain the streets better if this vacation is allowed. Houghton said it took many years to get rid of bad neighbors and the area has been cleaned up, but this will create an eyesore. Broomhall said there were no complaints that she is aware of in the twenty plus years the KMWW stored materials and fill on Ridge Street, but there have been complaints about the street deterioration at that location. Houghton said her primary issue is with the damage that will occur to the already bad streets in her neighborhood.

Watson said she wishes she would have known to look at the Ridge Street storage location.

Bogner said the Ridge Street location is a flatter street than this area and there is no way to predict what the area will look like in fifteen years.

Nye asked if the area will be fenced or have any type of security. Bogner said they will have a gate across the entry way. Nye asked if they will disturb the tree line. Bogner said he does not

believe they will disturb anything dumping fill in the ravine.

Nye asked if the KMWW is still going to maintain the Ridge Street site. Bogner said yes for the time being, but at some point, they hope to sell that property. Nye asked if they will sell the fill materials. Bogner said it has not been considered.

Houghton asked if the fill site is the ravine, then why KMWW is asking for all the other lots. Bogner showed Houghton the lots on the map submitted to commission members and explained the lots they will be utilizing.

Bryant made a motion to recommend vacating the platted unimproved portion of H Street between Blocks 72 and 73 and the platted unimproved alley in Block 72 Masons Lower Addition and forward the request to the City Council. Dickson seconded.

**RESULTING VOTE: AYES – 7, NAYS – 0, motion passed.**

Meeting adjourned at 5:59 p.m.

Respectfully Submitted,  
Acting Secretary  
Annette Peevler



**City of Keokuk**  
**Right of Way Vacation Request**  
**Vacation & Conveyance of Street or Alley**

DATE: July 25, 2023

APPELLANT NAME: Keokuk Municipal Water Works

APPELLANT MAIL ADDRESS: 20 N. 4th Street, Keokuk, Iowa

☐ **STREET VACATION**

☐ Improved  
☒ Unimproved

☐ **ALLEY VACATION**

☐ Improved  
☐ Gravel    ☐ Asphalt  
☐ Unimproved

REMARKS: Applicant would like to vacate ~~66~~<sup>66</sup> x 300' unimproved platted street

LOCATION OF AFFECTED PREMISES: A portion of H Street, abutting Missouri Avenue, between blocks 72 & 73, Mason's Lower Addition

ZONING DISTRICT: R-2, single family dwelling district

DESCRIPTION OF AFFECTED PREMISES: Unimproved platted street

APPELLANT'S INTEREST IN AFFECTED PREMISES: Purchase pending approval

PLOT PLAN & ELEVATION ATTACHED? ☒ IF NOT, EXPLAIN

I hereby request vacation and conveyance of the above stated public right of way.

16 AUG 2023

DATE SIGNED



APPELLANTS 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

July 25, 2023

Keokuk City Council  
501 Main St  
Keokuk, IA 52632

RE: Right of Way adjacent to 805 I St

To the Keokuk City Council:

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

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

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

Thank you for your consideration,

David Bogner  
General Manager







PROPERTIES OF INTEREST – Keokuk Waterworks right of way vacation request





# COUNCIL ACTION FORM

Date: 1/18/2024

Presented By: MAHONEY/BENSON

Subject: BOARDS & COMMISSIONS Agenda Item: 8

Description:

A RESOLUTION TO APPROVE BOARDS & COMMISSIONS APPOINTMENTS, RE-APPOINTMENTS, AND RESIGNATIONS VIA CONSENT AGENDA.

## 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

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Recommendation:

Staff recommends approval.

Staff recommends approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION TO APPROVE BOARDS & COMMISSIONS  
APPOINTMENTS, RE-APPOINTMENTS, AND RESIGNATIONS ON THE  
CONSENT AGENDA**

**WHEREAS**, currently Boards & Commissions have their own agenda item; and

**WHEREAS**, the Mayor and Deputy City Clerk would like to streamline this item and add it to the consent agenda.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
KEOKUK IOWA, THAT** Boards & Commission items be approved on the consent agenda.

**PASSED, APPROVED, AND ADOPTED** this 18th day of January 2024.

\_\_\_\_\_  
K.A. Mahoney, Mayor

ATTEST: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk



# COUNCIL ACTION FORM

Date: January 18, 2023

Presented By: B. Carroll, PWD *BC*

Subject: SIDC Lease - Freeze Dried USA Agenda Item: \_\_\_\_\_

## Description:

Freeze Dried USA is expanding and requires more space. The new lease is for second floor space (2,500 sq.ft.) known as Suite 211A, at the Southeast Iowa Development Center. The term is for 48 months starting March 1, 2024 and ending February 29, 2028. The lease rate is \$3,750/month or \$18/sq.ft.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

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



# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

### Recommendation:

Recommend that a lease agreement with Freeze Dried USA be approved.

### Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION APPROVING LEASE WITH FREEZE DRIED USA AT THE  
SOUTHEAST IOWA DEVELOPMENT CENTER**

**WHEREAS** Freeze Dried USA is expanding and requires more space at the Southeast Iowa Development Center; and

**WHEREAS** the new lease is for 2,500 square feet of space on the second floor, known as Suite 211A; and

**WHEREAS** the term is for 48 months commencing March 1, 2024, and ending February 29, 2028, at a lease rate of \$3,750 per month or \$18 per square foot.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that a lease with Freeze Dried USA be approved.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of January 2024.

\_\_\_\_\_  
K. A. Mahoney, Mayor

Attest: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk



# COUNCIL ACTION FORM

Date: 1/18/2024

Presented By: B. Carroll, PWD

BC

Subject: North Landfill Monitoring Agenda Item: \_\_\_\_\_

## Description:

Klingner & Associates has submitted an opinion of probable costs for the North Landfill for 2024. The services outlined are required by the current permit. The estimated cost is \$11,000, which includes: 2024 spring sampling and reports, 2024 fall sampling and reports and the 2024 gas monitoring.

## FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 670-841-6499 Title: Service Contract Work/Leachate Control

Amount Budgeted: \$5,000

Actual Cost: \$11,000

Under/Over: \$6,000

### Funding Sources:

FY 2024 and FY 2025

### Departments:

Refuse Collection

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

## COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

### Recommendation:

Authorize the Mayor to sign an agreement with Klingner & Associates of Burlington, Iowa for 2024 engineering services at the North Landfill at an estimated cost of \$11,000.

### Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

---

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A ONE YEAR  
AGREEMENT WITH KLINGNER & ASSOCIATES FOR ENGINEERING  
SERVICES AT THE NORTH LANDFILL**

**WHEREAS** the City of Keokuk is required by an Iowa Department of Natural Resources (IDNR) permit to monitor the North Landfill; and

**WHEREAS** the monitoring includes spring sampling and reporting, fall sampling and reporting, gas monitoring.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that the Mayor be hereby authorized to execute a one-year contract with Klingner & Associates of Burlington, Iowa for engineering services at the North Landfill on Highway 218 for an estimated cost of \$11,000.

**Passed** this 18<sup>th</sup> day of January 2024

---

Mayor – Kathie Mahoney

---

Attest – Celeste El Anfaoui

## Short Form Agreement For Environmental Services

**KLINGNER & ASSOCIATES, P.C.**

www.klingner.com

### OFFICES:

616 N. 24<sup>th</sup> Street, Quincy, IL 62301

217.223.3670

Fax 217.223.3603

Date January 10, 2024

49 N. Prairie Street, Galesburg, IL 61401

309.343.1268

Fax 309.341.3781

Project Type (Office Code) 0302/0305

610 N. 4<sup>th</sup> Street, Burlington IA 52601

319.752.3603

Fax 319.752.3605

Phase Manager JAC

4111 East 60<sup>th</sup> Street, Davenport, IA 52807

563.359.1348

Fax 563.359.3295

Project Manager JAC

604 Liberty Street, Suite 125, Pella, IA 50219

515.612.7402

907 E. Ash Street, Columbia, MO 65201

573.355.5988

4510 Paris Gravel Road, Hannibal MO 63401

573.221.0020

Fax 573.221.0012

Client Manager JAC

Quincy ☐ Galesburg ☐ Burlington ☒ Davenport ☐ Pella ☐ Columbia ☐ Hannibal ☐

### PROJECT & SCOPE OF SERVICES:

Client Keokuk Public Works

Contact Person Brian Carroll

Address 501 Main Street

City/State/Zip Keokuk, Iowa 52632

Phone 319-524-2050

Cell 319-795-7384

Email bcarroll@cityofkeokuk.org

Project Name 2024 Keokuk Landfill Monitoring & Engineering Services

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

Description and Location of Work:

See attached scope of work.

Target Start Date: 1/31/2024

Target Completion Date: 12/31/2024

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

<input checked="" type="checkbox"/> Hourly at standard comprehensive per diem charges of staff members, plus all "Reimbursable Expenses". For planning purposes, the estimated fees are:	Labor Cost Estimate	\$ 8,000
	Reimbursable Expenses	\$ 500
	Special Consultant Services	\$ 2,500
	Total Project Cost Estimate	\$ 11,000

Conditions encountered may result in higher or lower charges.

☐ Lump sum basis for the amount of \$ \_\_\_\_\_ ☐ Plus reimbursable expenses

☐ A prepaid retainer of \$ \_\_\_\_\_ is required prior to start of work. The retainer will be applied to the final project invoice.

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

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

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Signature of Consultant

\_\_\_\_\_  
Environmental Department Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
1/10/2024

\_\_\_\_\_  
Date of Signature

Project No. \_\_\_\_\_

In response to Amendment #13 of Permit No. 56-SDP-04-77C issued March 16, 2022 (Revised August 26, 2022), we propose the following scope of services for 2024:

**Groundwater Monitoring & Well Maintenance**

- Per Amendment #13 to the permit, four (4) wells must be sampled biennially, but the site must have annual groundwater monitoring. We proposed to sample all four (4) required wells in 2024 in order to have a sufficient amount of data for Mann-Kendall analysis to work towards closure of the site and discontinuation of all monitoring.
- Wells (MW12RR, MW15, MW7 and MW9) will be analyzed for Appendix I parameters, TSS, and groundwater level measurements in the spring (March 2024).
- A request was submitted to the Iowa DNR in a letter dated December 14, 2022 to allow the use of Hydrasleeve sampling bags. Use of Hydrasleeves requires an additional site visit to purge wells and set the Hydrasleeve sampling devices in the wells to be sampled.

**Explosive Gas Monitoring**

- Annual explosive gas monitoring at GP-1, GP-2, and GP-3, as required by the permit.
- Gas measurements will be collected using a GEM 2000.
- Gas monitoring is proposed to be completed in the spring of 2023 in tandem with the groundwater monitoring and engineering inspection.

**Engineer's Site Inspections**

- Perform an annual engineer's site inspection and prepare documentation for submittal to Iowa DNR. This inspection is anticipated to be completed in the fall.

**Annual Reporting**

- Prepare an annual letter report detailing groundwater monitoring results, landfill gas monitoring results, leachate collection data, and the annual engineering inspection.

**Landfill Closure Consulting**

- Coordination with Iowa DNR as needed. The landfill permit expiration is set for September 10, 2024. We anticipate that Iowa DNR will extend the permit for at least an additional 2 years due to ongoing leachate seepage issues and property ownership issues.

**General Consulting**

- Coordination with Iowa DNR and the City of Keokuk as needed at the request of the City of Keokuk

Opinion of Probable Cost for 2024 Monitoring and Consulting: \$11,000



## GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

**PAYMENT:** The E/A/S may bill for its services and expenses monthly, based on the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. Any claim for payment will be brought in Adams County, Illinois.

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

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

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

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

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





# COUNCIL ACTION FORM

Date: 1/18/2024

Presented By: El Anfaoui

Subject: Depository Institutions for 2024 Agenda Item: 11

## Description:

A resolution to set depository institutions for City of Keokuk funds for calendar year 2024.

## 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  
Annually

Annually

Date

Jan 2022

Jan 2023

### Recommendation:

Staff recommends approval of depository institutions for calendar year 2024.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
TO \_\_\_\_\_  
\_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION DESIGNATING DEPOSITORIES FOR CITY MONIES  
AND CITY FUNDS NOT TO EXCEED THE SUMS INDICATED BELOW  
PER FINANCIAL INSTITUTION**

**WHEREAS**, Iowa code section 12C.2 requires that the depository maximums for a public unit be approved by the governing board, now

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

**THAT,**

Pilot Grove Savings Bank, \$12,000,000  
Two Rivers Bank & Trust, \$8,000,000  
State Central Bank, \$8,000,000  
Connection Bank \$8,000,000  
Iowa Public Agency Investment Trust \$8,000,000

be and are designated as depositories for city monies and city funds not to exceed the sums indicated above, per financial institution.

**Passed & Approved** this 18<sup>th</sup> day of January 2024.

\_\_\_\_\_  
K.A. Mahoney, Mayor

Attest: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk



# COUNCIL ACTION FORM

Date: 1/18/24

Presented By: El Anfaoui

Subject: Publications Agenda Item: 12

## Description:

A resolution designating the Daily Gate City as the newspaper for official publications of City of Keokuk.

## 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  
Annually

Date  
Jan 2023

### Recommendation:

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

Staff recommends approval.

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
TO \_\_\_\_\_  
\_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION DESIGNATING THE DAILY GATE CITY AS A NEWSPAPER  
OF GENERAL CIRCULATION FOR PUBLICATION OF OFFICIAL NOTICES**

**WHEREAS**, the Code of Iowa requires publication of official notices in a newspaper of general circulation within the jurisdiction of a public entity; AND

**WHEREAS**, the Daily Gate City is a daily newspaper of general circulation within the jurisdiction of the City of Keokuk, Iowa.

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

**THAT**, the Daily Gate City is designated the newspaper of general circulation in which official and public notices of the City of Keokuk shall be published.

**Passed & Approved** this 18<sup>th</sup> day of January 2024.

\_\_\_\_\_  
K.A. Mahoney, Mayor

Attest: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk



# COUNCIL ACTION FORM

Date: 1/18/24

Presented By: El Anfaoui

Subject: Safe Deposit Box Agenda Item: 13

## Description:

A resolution designating access to safe deposit box rented in the name of The City of Keokuk.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Annual

Date

Jan 2023

### 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 MAKING THE SAFETY DEPOSIT BOX RENTED IN THE  
NAME OF THE CITY OF KEOKUK ACCESSIBLE TO THE MAYOR, CITY  
ADMINISTRATOR & CITY CLERK**

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

**THAT**, the Safety Deposit Box rented in the name of the City of Keokuk shall be accessible to the following named officials:

Mayor of the City of Keokuk

Clerk of the City of Keokuk

City Administrator of the City of Keokuk

Provided, however, that two (2) of the above-named officials shall be present each time said box is opened and in no case shall anyone (1) of the above-named officials or anyone (1) person have sole access to said box.

**Passed & Approved** this 18<sup>th</sup> day of January 2024.

\_\_\_\_\_  
K.A. Mahoney, Mayor

Attest: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk



# COUNCIL ACTION FORM

Date: 1-18-24

Presented By: Gabe Rose

Subject: Mutual Aid 28 E Agreement Agenda Item: 14

## Description:

Moving from a verbal mutual aid agreement to a formal 28E mutual aid agreement with Warsaw Illinois fire department. The agreement establishes that both parties will provide necessary resources during emergency responses when requested, as long as the resources are available. The City attorney has reviewed and revised the agreement.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: 0

Actual Cost: 0

Under/Over: 0

Funding Sources:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

Departments:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date

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### Recommendation:

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### Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION APPROVING AGREEMENT BETWEEN THE WARSAW RURAL  
FIRE PROTECTION DISTRICT, WARSAW, ILLINOIS  
AND THE CITY OF KEOKUK, IOWA  
TO PROVIDE MUTUAL AID FOR SIGNIFICANT EMERGENCIES UNDER CHAPTER  
28E OF THE CODE OF IOWA (2023)**

This Mutual Aid Agreement (“Agreement”) is made and entered into by and between the Warsaw Rural Fire Protection District (“Warsaw”), and the City of Keokuk, Iowa (“Keokuk”), pursuant to the provisions of Chapter 28E of the Code of Iowa (2023). n and Keokuk are, on occasion, hereinafter referred to individually as a “Party,” or collectively as the “Parties.”

**WHEREAS**, the Parties are nearby communities, each of which maintains and operates a fire department or fire district; and

**WHEREAS**, events may arise whereby extra alarm fires, earthquakes, floods, tornados, hazardous materials incidents, or other such emergencies or disasters would exhaust the available emergency and/or firefighting equipment and personnel at the disposal of either Party; and

**WHEREAS**, in such an event the availability of additional emergency and/or firefighting equipment and personnel provided by the other Party will assist in avoiding potentially disastrous results, including loss of life and/or property; and

**WHEREAS**, the provisions of Chapter 28E of the Code of Iowa (2023) authorize local governments, generally, to cooperate to their mutual advantages, and for the fire departments, specifically, to enter into mutual aid agreements with other fire departments; and

**WHEREAS**, the Parties are nearby communities which both maintain firefighting emergency equipment and personnel.

**WHEREAS**, the Parties are desirous of entering into this Agreement pursuant to the provisions of Chapter 28E of the Code of Iowa (2023) to render fire and emergency assistance upon a reciprocal basis.

**NOW, THEREFORE**, the Parties mutually agree to provide fire and/or emergency assistance, as may be required, on a reciprocal basis, pursuant to the following terms and conditions, all in accordance with the provisions of Chapter 28E of the Code of Iowa (2023):

1. This Agreement shall create no separate legal or administrative entity. Rather, the Agreement shall be carried out by the Parties and their respective fire departments or fire districts. Day-to-day administration and communication concerning this Agreement shall be the joint responsibility of the Parties’ respective Fire Chiefs.

2. No real or personal property shall be jointly acquired, held or disposed of in the joint cooperative undertaking established by this Agreement.
3. Only each Party's Fire Chiefs, or in the Fire Chief's absence, the Officer-in-Command, shall have authority to request assistance or aid from the other Party pursuant to the terms and conditions of this Agreement, provided that a determination has been made that the assistance of the other Party is essential to protect life and/or property at a location afforded fire protection, fire prevention, hazardous material release response, or other emergency services.
4. The requesting Party's Fire Chief or Officer-in-Command shall include in its request for assistance the amount and type of equipment and number of personnel required, and shall specify the location of the emergency.
5. Upon the request of the fire department of either Party, the other Party's fire department shall respond with such fire and/or emergency assistance as may be required by the requesting Party, provided that sufficient personnel and equipment is reasonably available, as determined by the responding Party's Fire Chief or Officer-in-Command.
6. The responding Party shall be responsible for training emergency personnel to the minimal requirements for such personnel provided in the Iowa Code. The responding Party shall be further responsible for making the requesting Party's Fire Chief or Officer-in-Command aware of any responding personnel who are not so trained.
7. Neither Party shall make any claim against the other for a refusal to send requested personnel or equipment, provided that such refusal is based upon the reasonable judgment of a Party's Fire Chief or Officer-in-Command that such personnel or equipment are required to afford adequate protection within the jurisdiction of that Party's fire department.
8. When the fire departments of both Parties are engaged in a combined emergency response effort, the Fire Chief or Officer-in-Command of the requesting Party shall have command of both departments.
9. The fire department of the responding Party shall have the right, upon the determination of its Fire Chief or Officer-in-Command, to withdraw from a combined emergency response effort as necessary to answer an alarm originating from its regular station(s), provided that sufficient notice is afforded to the Fire Chief or Officer-in-Command of the requesting Party to adjust its emergency response to the resulting reduction in available resources.

10. Personnel of either Party acting in accordance with and pursuant to the terms and conditions of this Agreement shall at all times be considered to be acting under the lawful orders and instructions of their home department and within the scope of their employment as an employee of said department. Under no circumstances shall personnel of either Party be considered an employee or representative of the other Party.
11. The costs that a responding Party incurs as a result of complying with the terms and conditions of this Agreement, including, but not limited to, the costs of salaries, compensation, overtime pay, fuel, and repairs to its own property or equipment, shall be borne solely and exclusively by that Party, provided, however, that the requesting Party shall provide the responding Party with such additional fuel as may be required by the responding Party to carry on the combined emergency response effort after its initial supply is depleted, in addition to such additional fuel as may be required upon the completion of the combined emergency response to return the responding Party's equipment and personnel back to its home station(s).
12. The liability of each Party shall be strictly limited to the responsibility for its own actions and for damage to its own property or equipment. Any personal injury to or death of a Party's employees shall be the sole and exclusive responsibility of that Party. Neither Party agrees to indemnify or defend the other Party with respect to any act or incident, of any nature, occurring as a result of its efforts to comply with the terms and conditions of this Agreement.
13. Each Party shall provide appropriate and reasonable insurance for its fire department's personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties pursuant to the terms and conditions of this Agreement and shall supply proof of such reasonable insurance to the other Party by providing a certificate thereof upon the execution of this Agreement and within thirty (30) days of any renewal or change in coverage.
14. Each Party agrees, at its sole cost and expense, to keep on hand for use by the other Party sufficient adapters for its equipment and connections. It shall be the responsibility of the Parties' Fire Chiefs to coordinate with one another to determine the sufficiency (e.g., compatibility and quantity) of such adapters.
15. Neither party may assign its interests under this Agreement.
16. The mutual aid to be provided by the Parties pursuant to this Agreement shall be limited to the geographical area established by the Parties' respective jurisdiction's limits.

17. If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
18. This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
19. This Agreement shall have an initial term of FIVE (5) years, beginning on the date this Agreement is approved by both Parties” Warsaw Rural Fire Protection District and Keokuk City Council”. Thereafter, the Agreement shall continue in full force and effect for the initial 5-year term subject to automatic renewal unless either Party gives 60 day Notice of Termination and intent to withdraw from the Agreement. Termination should be in sole discretion of either Party. Upon said written notice, the Agreement shall terminate no sooner than sixty (60) days thereafter, unless negotiated otherwise by the Parties.
20. This Agreement supersedes and replaces any and all prior mutual aid agreements between the Parties and/or their respective fire departments.
21. By their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their respective Party.

**Passed & Approved** this 18<sup>th</sup> day of January 2024.

**WARSAW RURAL FIRE PROTECTION  
DISTRICT, WARSAW, IL**

Attest:

By: \_\_\_\_\_  
Steven Siegrist – Chief/Trustee

By: \_\_\_\_\_  
Sherry McAllister, District Secretary

**CITY OF KEOKUK, IOWA**

Attest:

By: \_\_\_\_\_  
Kathie Mahoney, Mayor

By: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk





TO: Council  
FROM: Mayor Mahoney  
DATE: January 18, 2024  
RE: Committee Nominations

**CITY PLANNING COMMISSION – VOTE REQUIRED**

**5-YEAR TERM**

Lawrence Barrett

Term to Expire

05/14/2029

**RESIGNATIONS**

**BOARD OF ADJUSTMENTS**

Scott Porter

Effective Immediately

**PLANNING COMMISSION**

Karole Smith

Effective Immediately

**AGENDA**  
**COUNCIL WORKSHOP**  
**January 18, 2024**  
**IMMEDIATELY FOLLOWING REGULAR MEETING**

1. Hotel/Motel Request.