

AGENDA
CITY COUNCIL MEETING
July 6, 2023
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the Regular City Council meeting & Council Workshop of June 15, 2023;
 - Minutes of the Safety Committee meeting of June 22, 2023;
 - Minutes of the Civil Service Commission of June 10, 2023;
 - Civil Service Certified List for the Keokuk Police Department;
 - Cash Receipt & Treasurer's Report for May 2023;
 - Resolution approving a Liquor License for Chintz's, 1310 Main Street, Class C Retail Alcohol License – effective July 7, 2023, new ownership (pending dram);
 - Resolution approving a Liquor License for Walmart Supercenter #1431, 300 North Park Dr., Class E Retail Alcohol License – effective July 21, 2023;
 - Resolution approving a Liquor License for MOD Convenience Store, 3345 Main Street, Class E Retail Alcohol License – effective July 22, 2023;
 - Resolution amending a Liquor License for Black Sails LLC, 1324 Main Street, adding Outdoor Service;
 - Resolution approving a Liquor License for Hy-Vee Inc. temporary premise transfer, 5-day term, July 27 – July 31st, Keokuk Rock on the River Festival;
 - Special Event Permit, Radio Keokuk, Rock on the River Festival, July 29, 2023, 5 p.m. to 11 p.m. @ Victory Park;
 - Special Event Permit, Lucky's Irish Pub & Grub, 528 Blondeau, Rollin on the River, August 19-20th, 2023, 7 a.m. through 2 a.m.;
 - Special Event Permit, Big Dam Street Festival (Lake Cooper Foundation), Street Fair & Live Music in Victory Park, October 5-7, 2023;
 - Motion to pay bills and transfers listed in Register No.'s 5347-5350;
7. (a) Now is the time and place for a public hearing on development agreement with MBMRE LLC D/B/A Green Oak Development. A public hearing notice was published in the Daily Gate City on June 23, 2023.

(b) Consider resolution approving development agreement with MBMRE LLC D/B/A Green Oak Development.
8. (a) Now is the time and place for a public hearing on zoning amendment. A public hearing notice was published in the Daily Gate City on Tuesday, June 27, 2023.

(b) Motion to approve initial reading of Ordinance amending Title 20, Section 20.40.020, 20.44.020, 20.60.040, 20.60.090, 20.60.100 (e) and 20.68.020.
9. Motion to approve initial reading of Ordinance amending Section 13.08.060 Keokuk Municipal Code regarding Class II Sewer Rates.
10. Consider resolution approving allocation of Hotel/Motel Tax Receipts for Lake Cooper Foundation.

11. Consider resolution approving proposal from Shoemaker-Haaland for platting and survey at the Elkem-Carbide site.
12. Boards & Commissions:
13. Council Liaison Reports:
14. Staff Reports:
15. New Business:
16. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
June 15, 2023
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on June 15, 2023, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were seven council members present, two absent. Carissa Crenshaw, Roslyn Garcia, Shelley Oltmans, Steve Andrews, Dan Tillman, Roger Bryant, and Michael Greenwald were present. Linda Altheide and John Helenthal were absent. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Water Pollution Control Manager Tom Wills, and Bridge, Cemetery, Park & Sanitation Manager Bob Weis.

MAYOR'S CORRESPONDENCE: Informed of events taking place in and around Keokuk.

CITIZEN'S REQUEST: Deborah Letcher spoke on behalf of KARE organization reminding of events to celebrate Juneteenth and giving thanks to all that made it possible. Lewis Huffman approached council regarding firework event at South Side Boat Club and possible fueling station. Erika Barrett addressed concerns regarding a large turbine to be stationed in Estes Park.

Motion made by Oltmans, second by Tillman to approve the agenda, including the consent agenda. (7) AYES, (0) NAYS. Motion carried.

- Minutes of the Regular City Council meeting & Council Workshop of June 1, 2023;
- **RESOLUTION NO. 241-2023:** Approving a Liquor License for Casey's General Store #2595, 326 Main Street, Class E Retail Alcohol License – effective July 1, 2023 (pending fire inspection);
- **RESOLUTION NO. 242-2023:** Approving a Liquor License for Casey's General Store #2636, 3530 Main Street, Class E Retail Alcohol License – effective July 1, 2023 (pending fire inspection);
- **RESOLUTION NO. 243-2023:** Approving Ownership Update for Walmart Supercenter #1431 Liquor License;
- **RESOLUTION NO. 244-2023:** Approving a Liquor License for Columbia Room, temporary premise transfer of Class C Retail Alcohol License to Keokuk Catholic Schools, effective July 1-2, 2023;
- **RESOLUTION NO. 245-2023:** Approving Amendment to Liquor License for American Legion, add a 5-day permit to include Outdoor Service, June 28-July 2, 2023, for concert;
- **RESOLUTION NO. 246-2023:** Approving a Liquor License for The Bar 914, 914 Main Street, Class C Retail Alcohol License with Outdoor Service – effective July 7, 2023;
- **RESOLUTION NO. 247-2023:** Approving a Liquor License for The Hawkeye, 105 N. Park Drive, Class C Retail Alcohol License with Catering and Outdoor Service – effective July 7, 2023;
- Special Event Permit, American Legion Post #41, 727 Main Street, Patriot Picnic, Outdoor Concert and Cook-Out, July 6 & 7th, 2023;
- Special Event Permit, Southside Boat Club, 625 Mississippi Drive, Firework Display, Monday, July 3rd, 2023 (pending insurance);
- Cigarette Permits for July 2023- June 2024 for Dollar General;
- Motion to pay bills and transfers listed in Register No.'s 5344-5346;

Motion made by Garcia, second by Oltmans to approve the following proposed **RESOLUTION NO. 248-2023**: “A RESOLUTION SETTING FISCAL YEAR 2023-2024 SALARIES FOR PERSONNEL OF THE CITY OF KEOKUK EFFECTIVE JULY 1, 2023.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Garcia to approve the following proposed **RESOLUTION NO. 249-2023**: “A RESOLUTION ADOPTING A PURCHASING POLICY FOR THE CITY OF KEOKUK FOR FISCAL YEAR 2023-2024.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Bryant to approve the following proposed **RESOLUTION NO. 250-2023**: “A RESOLUTION APPROVING ALLOCATION OF FUNDS FROM THE HOTEL/MOTEL TAX BASED ON AN AMOUNT ESTIMATED FOR FISCAL YEAR 2023-2024.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Crenshaw to approve the following proposed **RESOLUTION NO. 251-2023**: “A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2023-2024 FOR THE CITY OF KEOKUK.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Crenshaw, second by Oltmans to approve the following proposed **RESOLUTION NO. 252-2023**: “A RESOLUTION APPROVING THE PETTY CASH AND CHANGE FUND FOR FISCAL YEAR 2023-2024.” (7) AYES, (0) NAYS.

Motion made by Oltmans, second by Crenshaw to approve the following proposed **RESOLUTION NO. 253-2023**: “A RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Oltmans to approve the following proposed **RESOLUTION NO. 254-2023**: “A RESOLUTION APPROVING ENGAGEMENT LETTER WITH AHLERS & COONEY, P.C.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Crenshaw, second by Garcia to approve the following proposed **RESOLUTION NO. 255-2023**: “A RESOLUTION AWARDED CONTRACT TO REPLACE SIDING ON RAND PARK TOOL SHED.” (7) AYES, (0) AYES. Motion carried.

Motion made by Oltmans, second by Greenwald to approve the following proposed **RESOLUTION NO. 256-2023**: “A RESOLUTION SETTING A PUBLIC HEARING ON DEVELOPMENT AGREEMENT WITH MBMRE LLC D/B/A/ GREEN OAK DEVELOPMENT.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Oltmans to approve the following proposed **RESOLUTION NO. 257-2023**: “A RESOLUTION SETTING A PUBLIC HEARING ON ZONING AMENDMENT.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Greenwald to approve the following proposed **RESOLUTION NO. 258-2023**: “A RESOLUTION APPROVING ENCROACHMENT FOR HOTEL IOWA – KEVIN KUCHELMAN, 401 MAIN STREET.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Oltmans to approve the following proposed **RESOLUTION NO. 259-2023**: “A RESOLUTION AUTHORIZING AN AGREEMENT FOR STREET AND SIGN ASSET & DATA TRACKING SERVICES.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Crenshaw to approve resignation of Linda Altheide, 2nd Ward Councilperson. (7) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Crenshaw to approve filling Ward 2 by appointment. (7) AYES, (0) NAYS. Motion carried.

BOARDS & COMMISSIONS: Second notification for William Smith, John Shields, and Kimberly Farias to the Veterans Memorial Commission, 5-year term to expire 6/1/2028.

COUNCIL LIAISON REPORTS: Garcia thanked public safety for Little League Fun Days and gave update on Oakland Cemetery Initiative 5k event; Bryant updated on Great River Regional Waste Authority.

STAFF REPORTS: Wills informed digester cleaning is complete; Broomhall updated on software for obtaining permits online and property concerns; Carroll reported Rand Park pond is stocked with fish and new fountain installed, additionally informed of pavement issue at 3rd and Des Moines Street.

NEW BUSINESS: Garcia reminded a stop sign is needed at 21st and Des Moines Street; Tillman addressed concerns regarding Tumelty baseball park.

Motion made by Oltmans, second by Bryant to adjourn the meeting at 6:25 p.m.

**MINUTES
COUNCIL WORKSHOP
June 15, 2023
IMMEDIATELY FOLLOWING REGULAR MEETING**

PRESENT: Crenshaw, Garcia, Oltmans, Andrews, Tillman, Bryant, Greenwald, Mayor Mahoney; ABSENT: Helenthal and Altheide.

STAFF PRESENT: O'Donnell, El Anfaoui, Wills, Broomhall, Carroll, and Weis.

Broomhall reviewed zoning ordinance and proposed amendments.

Meeting was adjourned at 6:43 p.m.

CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Thursday, June 22, 2023
8:30AM

Meeting called to order at 8:31 am.

In Attendance: Shannon Masterson, Kathie Mahoney, Roger Bryant, Zeth Baum, Bob Weis, Cole O'Donnell.

Masterson read the minutes from the May meeting.

Motion to approve the minutes Mahoney, second O'Donnell.

OLD BUSINESS:

Follow up on items:

- SDS software for all city buildings, Cole and Raymond at the airport have been working on this project. PowerPoint was sent out to all department heads. **Update:** Cole was waiting on a few department heads to get back to him on estimates. He is going to proceed forward with the estimates to purchase the SDS software for the City of Keokuk.
- Last month included ways to prevent hand injuries. Wear the proper PPE for the job, avoid shortcuts and most importantly pay attention.

NEW BUSINESS

IMWCA visited City Hall last month. They gave us some recommendations.

First, is a safety training for administrative and clerical staff to do an online training program.

Secondly, every building needs a meeting place for a fire to do accountability on employees and a safe zone for severe weather conditions.

I have included a memo to post in the breakrooms for all employees to see. It's a basic prevention for heat related illnesses. I will put one of these in the mailbox for any department that didn't attend today's meeting.

Anything to report on Ladder Safety at SCC training? No

Monthly SCC Training.

June – Ladder Safety

July – Hearing Conservation

New Business: No

There was one "near miss" item that needs attention reported. A dog bite in the Police department.

There was no Company Nurse report.

Set the date of Thursday, July 27, 2023, for the next meeting.

There being no further business, O'Donnell made a motion to adjourn, second by Baum. Meeting adjourned at 8:40 am.

Respectfully submitted by Shannon Masterson.

CITY OF KEOKUK

CIVIL SERVICE COMMISSION

June 10, 2023

The Keokuk Civil Service Commission met at 11:57 AM on June 10th, 2023, at Keokuk High School. Commissioners present for the meeting were Heather Sisk and Chad Campbell; Susan Hanan was absent. The purpose of the meeting was to certify entry level test results for Keokuk Police Department. The test took place at Keokuk High School on June 10th, 2023. One candidate passed the physical and written test. A second candidate, Daniel Wagner, passed the physical test but failed the written test. A third candidate, Richard Beams, failed the physical test therefore did not move on to take the written test.

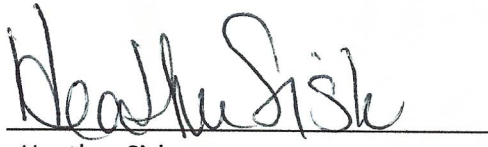
We hereby certify the following candidates for consideration by the Keokuk Police Department:

Weston Wilson

Meeting adjourned at 12:00 PM.

Respectfully submitted by:


Chad Campbell


Heather Sisk


**CITY OF KEOKUK
CIVIL SERVICE COMMISSION**

June 10, 2023

As a result of Civil Service testing held June 10, 2023 at Keokuk Senior High School, the Civil Service Commission hereby submits the following list of candidates to the Mayor and City Council for consideration by the Keokuk Police Department.

Weston Wilson

Dated at Keokuk, Iowa this 12th day of June 2022.



By Chad Campbell
Civil Service Commission

**CASH RECEIPTS
MAY 2023**

General Fund	\$	642,736.37
Road Use Tax	\$	122,880.64
Employee Benefit Total	\$	115,478.98
Emergency - Tax Levy Total	\$	4,118.16
Sales Tax - Human Development Total	\$	151,304.08
Economic Development Total	\$	2,583.00
Library Trust Total	\$	783.71
Mary E. Tolmie Fund Total	\$	1,851.19
Debt Service	\$	43,152.77
WPC Maint/Operation Total	\$	182,750.62
WPC Impr Reserve Total	\$	5.56
Solid Waste Total	\$	75,582.16
Municipal Bridge Total	\$	46,061.40
Internal Service Fund Total	\$	48,351.31
TOTAL	\$	1,437,639.95

TREASURER'S REPORT

CALENDAR 5/2023, FISCAL 11/2023

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	1,678,954.44	642,736.37	805,140.47	326.27-	1,516,224.07
002	PARK MAINT/IMPROV	412,224.58	.00	.00	.00	412,224.58
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,182,556.94	122,880.64	124,570.75	.52	1,180,867.35
112	EMPLOYEE BENEFIT	1,796,285.06	115,478.98	6,506.19	.00	1,905,257.85
119	EMER - TAX LEVY	208,942.47	4,118.16	.00	.00	213,060.63
121	SALES TAX - HUMAN DEV	1,166,394.51	151,304.08	.00	.00	1,317,698.59
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	414,456.89	.00	.00	.00	414,456.89
160	ECONOMIC DEVELOPMENT	231,123.41	2,583.00	.00	.00	233,706.41
167	LIBRARY TRUST	100,212.05	783.71	.00	.00	100,995.76
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	87,836.62	1,851.19	.00	.00	89,687.81
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	1,032,551.22	.00	.00	.00	1,032,551.22
200	DEBT SERVICE	170,336.88-	43,152.77	509,414.21	.00	636,598.32-
301	CAPITAL IMPROV PROJECTS	5,284,393.51	.00	5,021.25	.00	5,279,372.26
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP EQUIP PURCHASES	450,125.21-	.00	11,693.52	.00	461,818.73-
304	CAPITAL PROJECT	27,843.26	.00	.00	.00	27,843.26
500	PERPETUAL CARE	507,870.29	.00	.00	.00	507,870.29
610	WPC MAINT/OPERATION	2,808,225.77	182,750.62	372,952.49	1,966.80	2,619,990.70
611	WPC IMPR RESERVE	1,771,374.94	5.56	.00	.00	1,771,380.50
612	SEWER MAINT EQUIP REPL	577,527.69-	.00	.00	.00	577,527.69-
613	WAT POL CONTR CAP	.00	.00	.00	.00	.00
614	SEWER IMPROV RESERVE	43,626.80	.00	.00	.00	43,626.80
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	260,591.70	75,582.16	77,245.49	.31-	258,928.06
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,198,155.02	46,061.40	43,216.33	506.22	2,201,506.31
810	INTERNAL SERVICE FUND	19,618.42	48,351.31	62,586.31	.00	5,383.42
Report Total		21,207,389.47	1,437,639.95	2,018,347.01	2,146.96	20,628,829.37

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR
CHINTZ'S**

WHEREAS, Application has been made by Chintz's Corp. for a Class C Retail Alcohol License for Chintz's, 1310 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, Chintz's Corp. 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 Chintz's, 1310 Main Street, effective July 7, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 6th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS E RETAIL ALCOHOL LICENSE FOR
WALMART SUPERCENTER #1431**

WHEREAS, Application has been made by Walmart Inc. for a Class E Retail Alcohol License for Wal-Mart Supercenter #1431, 300 North Park; **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, Walmart Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Retail Alcohol License for Wal-Mart Supercenter #1431, 300 North Park, effective July 21, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 6th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS E RETAIL ALCOHOL LICENSE FOR
MOD CONVENIENCE STORE INC.**

WHEREAS, Application has been made by MOD Convenience Store Inc. for a Class E Retail Alcohol License for MOD Convenience Store, 3345 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, MOD Convenience Store, Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Retail Alcohol License for MOD Convenience Store, 3345 Main Street, effective July 22, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 6th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION AMENDING A CLASS C RETAIL ALCOHOL LICENSE TO
ADD OUTDOOR SERVICE FOR BLACK SAILS LLC**

A RESOLUTION APPROVING A LIQUOR LICENSE FOR BLACK SAILS LLC

WHEREAS, Application has been made by Black Sails Pirate Bar, LLC to amend a Class C Retail Alcohol License adding Outdoor Service for Black Sails, LLC, 1324 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, Black Sails Pirate Bar, LLC 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 amended Class C Retail Alcohol License adding Outdoor Service for Black Sails, LLC, 1324 Main Street, effective July 6, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 6th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE
TEMPORARY PREMISE TRANSFER FOR HY-VEE INC. (KEOKUK) ROCK
ON THE RIVER FESTIVAL**

WHEREAS, Application has been made by Hy-Vee Inc.(Keokuk) for a Class C Retail Alcohol License for Rock on the River Festival, 8 N. Water 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, Hy-Vee Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License Hy-Vee Keokuk Temporary Premise for Rock on the River Festival Transfer, 8 N. Water Street, effective July 27, 2023, through July 31, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 6th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

Make It Yours KEOKUK I O W A

SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

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

1. APPLICANT INFORMATION

Applicant: Keokuk Broadcasting Inc. (Radio Keokuk)
Name/Event: Rock on the River Festival
Coordinator: Michael Greenwald
Mailing Address: 108 Washington St
Daytime Phone #: 319-524-5410 Evening Phone #: 319-400-6991
Email Address: michaelg@radiokeokuk.com

2. EVENT INFORMATION

Type of Event:
Live Music
Days/Dates of Event:
7/29/2023
Time(s) of Event: (Include Set Up/Tear Down Time)
5-11 PM event 10AM - 12 AM setup/teardown
Stage removal following morning
Event Location:
Victory Park
Will event require an alcohol license or require modification of an existing license? X Yes No

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

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

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

☒ Temporarily close a street for a block party (specify street :)
parking lot on Riverfront of Victory museum

☐ Temporarily install structure in street right-of-way

☐ Permanently install structure in street right-of-way

☒ Use of City Park (specify park :)
Victory Park

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

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

☐ Banner (specify location :)

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

☐ Fireworks (specify location :)

☐ Other (please specify :)

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

☐ Street barricades

☐ Emergency "No Parking" Signs

☐ Other (please specify :)

5. **SOUND SYSTEMS**

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

Duration of event: 6 hours 5:00-11:00

Please indicate if the following will be used:

☒ Amplified Sound/Speaker System

☐ Public Address System

☐ Recorded Music

☒ Live Music

6. **SANITATION**

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

Will additional restrooms be brought to the site? ☒ Yes ☐ No If yes, how many? 23

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

Contact Person: Radio Keokuk

Address: 108 Washington St

Daytime Phone: 319-524-5410

Evening Phone: _____

will have dumpster on site.

7. **SECURITY**

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

What type of security will be provided?

2 Number of Off-Duty Police Officers

Names:

8. **INSURANCE**

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

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

Meeting with Kerry Klepfer of LS Insurance
on 6/26. No Issues expected. Will
Send Insurance when finalized.

9. **AGREEMENT**

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

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


Applicant/Sponsor Signature

6/26/23
Date

DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature Date Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____

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



Make It Yours
KEOKUK
I O W A

**SPECIAL EVENTS APPLICATION &
HOLD HARMLESS AGREEMENT**

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

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

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

1. **APPLICANT INFORMATION**

Applicant: Marc Johnson
Name/Event: Lucky's
Coordinator: Jan Conover - Marc Johnson - Hal Hall
Mailing Address: 528 Blondeau
Daytime Phone #: 319-524-1135 Evening Phone #: 217-440-9588
Email Address: M Johnson@Cardinal Care corp. com.

2. **EVENT INFORMATION**

Type of Event:
Roller on the River
Days/Dates of Event:
August 19 - 2023 - Aug 20, 23
Time(s) of Event: (Include Set Up/Tear Down Time)
7:Am - 2:00 Am - Band 9:30pm - 1:30am
Event Location:
528 Blondeau Street

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

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

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

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

☒ Temporarily close a street for a block party (specify street :)

☐ Temporarily install structure in street right-of-way

☐ Permanently install structure in street right-of-way

☐ Use of City Park (specify park :)

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

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

☐ Banner (specify location :)

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

☐ Fireworks (specify location :)

☐ Other (please specify :)

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

☒ Street barricades

☐ Emergency "No Parking" Signs

☐ Other (please specify :)

5. **SOUND SYSTEMS**

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

Duration of event: 8/19/23 - AUG 20, 23

Please indicate if the following will be used:

☒ Amplified Sound/Speaker System

☐ Public Address System

☐ Recorded Music

☒ Live Music

9. **AGREEMENT**

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

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



Applicant/Sponsor Signature

6-26-23

Date

6. **SANITATION**

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

Will additional restrooms be brought to the site? ☒ Yes ☐ No If yes, how many? 2

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

Contact Person: Lucky's and Rolling River Commitee Address: 528 Blond eaw / Keokuk

Daytime Phone: 319-524-1135
319-795-6809

Evening Phone: 217-440-9588

7. **SECURITY**

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

What type of security will be provided?

2 Number of Off-Duty Police Officers

Names:

8. **INSURANCE**

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

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

DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature

Date

Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____

DECLARATION- COMMERCIAL PACKAGE POLICY-IA

First Named Insured: ELLE INC DBA LUCKY'S IRISH PUB & GRUB 31 S 31ST STE 2 KEOKUK, IA 52632	Additional Named Insured(s):	Producer: Keating LLC dba UIG Direct PO Box 35605 Des Moines, IA 50315 Work: (515) 285-8000
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Policy Term Effective Date:
11/08/2022, 12:01AM Standard Time
(at the address of the Named Insured)

Policy Term Expiration Date:
11/08/2023, 12:01AM Standard Time
(at the address of the Named Insured)

Legal Entity Type:
Corporation

Common Policy Declarations

In return for the payment of premium, and subject to all the terms of this policy, we agree to provide the insurance stated in this policy. This policy consists of the following coverage parts for which a premium charge is indicated. This premium may be subject to adjustments. The total premium for this policy includes amounts for all locations and coverages listed herein.

Property Coverage Part	\$2,451.00
General Liability Coverage Part	\$1,168.00
Policy Premium Sub-total:	\$3,619.00
Policy Fee	\$50.00
Loss Inspection Fee - Short Commercial	\$150.00
Loss Inspection Fee - Drone	\$170.00
Taxes & Fees Sub-total:	\$370.00
Total Premium + Taxes & Fees:	\$3,989.00

Countersigned: _____



Authorized Representative

02/06/2023

Date

POLICY IS SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS

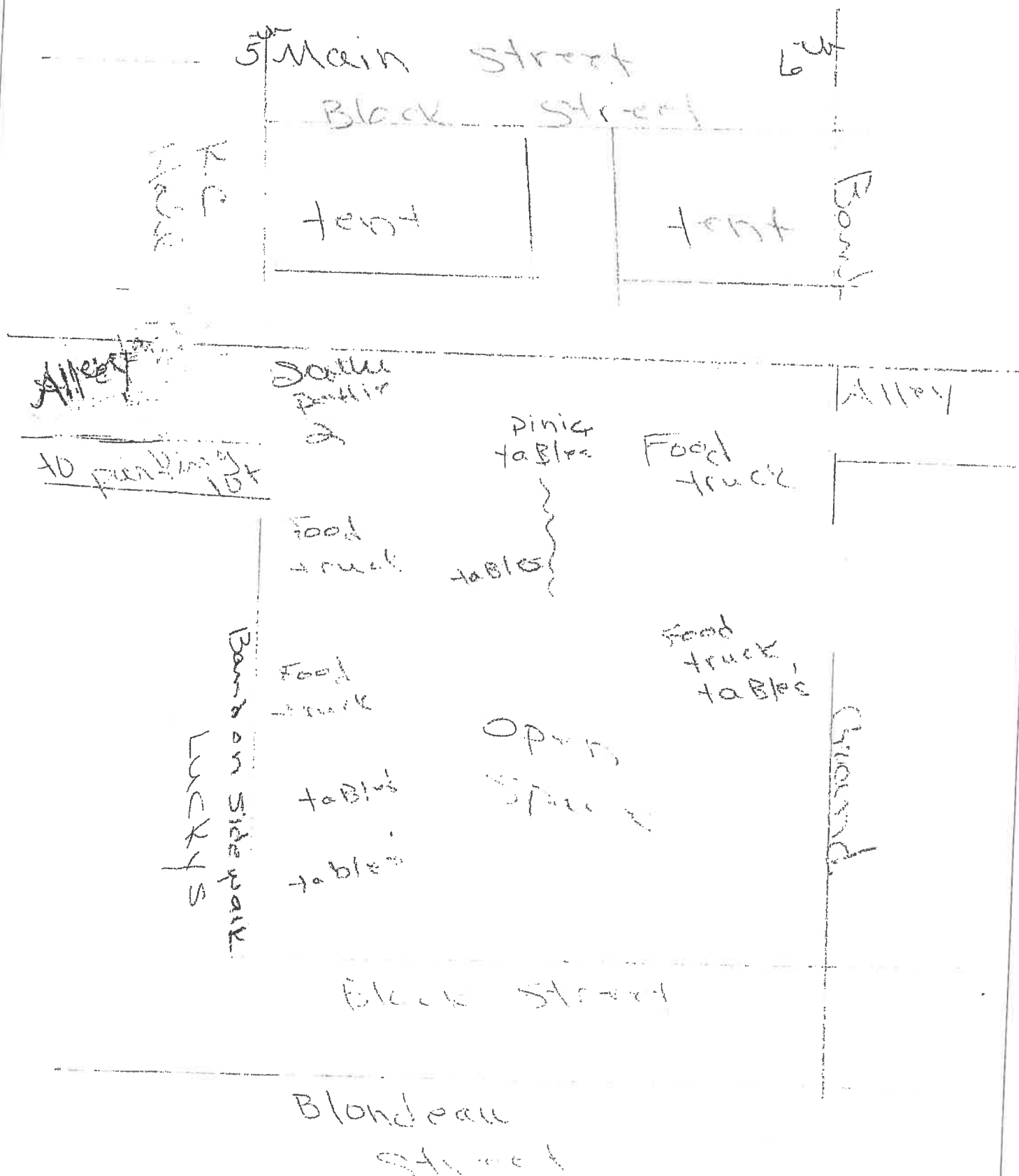
CL-100 Ed 1.0	COMMON POLICY CONDITIONS
CL-0190 07 13	AMENDATORY ENDORSEMENT IOWA
CL-0600 01 15	CERTIFIED TERRORISM LOSS
CL-0605 01 21	CERTIFIED TERRORISM LOSS DISCLOSURE OF PREMIUM AND FEDERAL SHARE OF INSURED LOSSES
CL-0700 10 06	VIRUS OR BACTERIA EXCLUSION
CL-1045 01 21	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
CL-1660 06 06	CONDITIONAL NUCLEAR, BIOLOGICAL, AND CHEMICAL TERRORISM EXCLUSION WITH LIMITED EXCEPTION
GL-130 1.0	PRODUCTS/COMPLETED WORK EXPANDED DEFINITION
GL-200 01 16	COMMERCIAL GENERAL LIABILITY COVERAGE (BROAD FORM)
GL-202 1.0	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
GL-224 1.0	LIABILITY COVERAGE DESIGNATED PREMISES
GL-853 2.0	EXCLUSION ABUSE OR MOLESTATION
GL-890 1.0	LEAD LIABILITY EXCLUSION
GL-894 1.0	PUNITIVE DAMAGES EXCLUSION
GL-0163 01 08	EXCLUSION WAR AND MILITARY ACTION
GL-0187 06 21	CYBER LOSS EXCLUSION
GL-0209 10 05	ASBESTOS EXCLUSION
GL-0215 10 05	SILICA EXCLUSION
GL-0250 01 15	CERTIFIED TERRORISM LOSS
GL-0348 06 02	EXCLUSION WET ROT, DRY ROT, BACTERIA, FUNGI OR PROTISTS
GL-0950 12 99	KNOWN INJURY OR DAMAGE AMENDMENTS
GL-0966 08 00	EXCLUSION -- INSPECTION, APPRAISAL, AND SURVEY COMPANIES
GL 1020 09 09	OTHER INSURANCE AMENDMENT
GL-1022 09 09	INFORMATION DISTRIBUTION AND RECORDING VIOLATIONS EXCLUSIONS
GL-1023 09 09	EXCLUSION COMMUNICABLE DISEASES
GL-1353 09 14	EXCLUSION DATA BREACH LIABILITY
GL-2280 06 04	NUCLEAR, BIOLOGICAL AND CHEMICAL TERRORISM EXCLUSION
CP-12 1.0	BUILDING AND PERSONAL PROPERTY COVERAGE PART
CP-85 1.0	SPECIAL PERILS PART
CP-100 1.0	COMMERCIAL PROPERTY COVERAGE CONDITIONS
CP-111 1.0	AUTOMATIC INCREASE
CP-114 1.0	CHANGE ENDORSEMENT
CP 0640 07 03	LIMITED FUNGUS AND RELATED PERILS COVERAGE
CP-0171 10 08	EXCLUSION - WATER DAMAGE
CP 0187 06 21	CYBER LOSS LIMITED EXCLUSION
CP-0420 03 19	COSMETIC DAMAGE EXCLUSION - ROOFING MATERIALS
CP-0636 06 03	AMENDATORY ENDORSEMENT - IOWA
CP-0643 01 08	EXCLUSION - WAR AND MILITARY ACTION
SPR-EB 06 12	EQUIPMENT BREAKDOWN
ML-101 12 79	REQUIRED FIRE FORM
SPR-100 03 12	POLICYHOLDER NOTICE OF CONSUMER COMPLAINTS
SPR 0215 09 21	BIOMETRIC PRIVACY INFORMATION EXCLUSION
SPR 740 12 17	DEDUCTIBLE BY LOCATION

Locations

Insurance is to be provided only with respect to the described premises locations below:

Loc	Address	City/State/Zip	Description
Loc 1 Bldg 1	528 Blondeau St	Keokuk IA 52632	Tavern

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



Make It Yours KEOKUK I O W A

SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

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

1. APPLICANT INFORMATION

Applicant: BIG Dan STREET FESTIVAL (LAKE COOPER)

Name/Event: BIG Dan STREET FESTIVAL

Coordinator: Doug MATHEW

Mailing Address: 728 Franklin St. Keokuk

Daytime Phone #: 319-795-7549 Evening Phone #: Same

Email Address: Doug-matthew@yahoo.com

2. EVENT INFORMATION

Type of Event:

STREET FAIR - LIVE MUSIC

Days/Dates of Event:

OCTOBER 5-7 2023

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

OCT 3 - 8th

Event Location:

VICTORY PARK

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

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

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

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

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

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

5. **SOUND SYSTEMS**

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

Duration of event: OCT 5-7 6pm til midnight

Please indicate if the following will be used:

- ☒ Amplified Sound/Speaker System
- ☐ Public Address System

- ☒ Recorded Music
- ☒ Live Music

6. **SANITATION**

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

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

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

Contact Person: Doug Matlack

Address: 718 Grand Ave

Daytime Phone: 319-795-7549

Evening Phone: Same

7. **SECURITY**

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

2 Number of Off-Duty Police Officers

Names:

8. **INSURANCE**

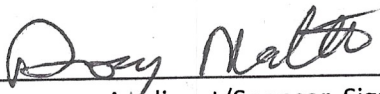
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X Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

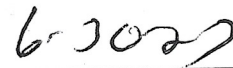
9. **AGREEMENT**

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



Applicant/Sponsor Signature



Date

DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature Date Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____

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

Class Area
Music
Feats
Bingo

Pop
Punks
Area

Car
Ride
Area

Snell
House

Amusement
Rides

Large
Utility

Water
Street

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 JULY 6, 2023.

REGISTER NO. 5347

ALTORFER INC.	PARTS	\$ 724.72
AMI PIPE & SUPPLY	SUPPLIES	\$ 3,168.35
BEARING HEADQUARTERS CO.	PARTS	\$ 6,510.32
GATE CITY PUBLISHING	PUBLICATIONS	\$ 998.07
GRAY QUARRIES, INC	ROADROCK	\$ 1,464.84
RIVER CITY PARTS, INC.	PARTS	\$ 22.50
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 54.20
ACCESS SYSTEMS	MAINTENANCE AGREEMENT	\$ 271.42
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 209.77
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 5,219.35
TASKE FORCE, INC.	TEMPORARY HELP	\$ 16,090.00
IOWA COUNTY ATTORNEY'S ASSOC	POLICE DEPT TRAINING	\$ 150.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 1,469.67
MCFARLAND-SWAN OFFICE CITY	LIBRARY SUPPLIES	\$ 143.96
ALLIANT	ELECTRIC BILL	\$ 12,824.05
PETTY CASH-KEOKUK LIBRARY	LIBRARY PETTY CASH	\$ 87.39
THE CARDBOARD BOX	UPS CHARGES	\$ 25.86
HACH COMPANY	WPC LAB SUPPLIES	\$ 273.22
CENTURY LINK	SERVICE	\$ 706.53
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 12,471.61
SAFETY-KLEEN	CLEAN REFILL TANKS	\$ 218.05
IOWA DEPT. OF PUBLIC SAFETY	TERMINAL BILLING	\$ 300.00
MEYERS PLUMBING	REPAIRS SEIDC	\$ 1,192.14
SHOEMAKER & HAALAND	ENGINEERING SERVICES	\$ 17,818.57
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	\$ 1,160.00
KEOKUK CONTRACTORS, INC	LABOR/MATERIALS @ WPC	\$ 1,200.00
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 2,363.50
EWART'S FAB & CUSTOM CUTTING	LABOR/MATERIALS	\$ 275.00
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$ 700.00
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIP REPAIRS	\$ 1,357.00
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$ 116.91
ENDERLE HEATING & A/C COMPANY	LABOR/MATERIALS @ POLICE DEPT	\$ 324.66
EBSCO	LIBRARY BOOKS	\$ 832.10
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$ 859.00
DOWNEY'S FIRE EQUIPMENT	ANNUAL INSPECTION @ LIBRARY	\$ 70.00
HY-VEE, INC.	RAND PARK FLOWERS/SUPPLIES	\$ 4,296.50
DAILY DEMOCRAT	PUBLICATIONS	\$ 15.77
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 952.44
KEOKUK ART CENTER	HOTEL/MOTEL SUPPORT	\$ 7,140.00
KEOKUK FINE ARTS COUNCIL	HOTEL/MOTEL SUPPORT	\$ 12,500.00
HANCOCK COUNTY COLLECTOR	2022 BRIDGE TAXES	\$ 21,562.30

REGISTER NO. 5348

IOWA LEAGUE OF CITIES	MEMBERSHIP DUES	\$ 4,789.00
MSKI	HOTEL/MOTEL SUPPORT	\$ 40,000.00
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$ 650.94
RAIRDEN'S AUTO SALVAGE AND	TOWING SERVICE	\$ 350.00
LEE COUNTY	FRANCHISE FEE REBATE	\$ 5,119.32
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 541.80
YOUNGGREN SHOES	WORK BOOTS	\$ 120.00
IOWA PRISON INDUSTRIES	STREET SIGNS	\$ 523.78
ROLLIN' ON THE RIVER	HOTEL/MOTEL SUPPORT	\$ 3,500.00
U.S. CELLULAR	CELL PHONE SERVICE	\$ 531.04
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 108.77
AUTOZONE	PARTS/SUPPLIES	\$ 6.92
WISS & WISS EQUIPMENT INC.	PARTS	\$ 2,816.66
CAPITAL ONE	SUPPLIES	\$ 882.47
MENARD INC.	AIRPORT SUPPLIES/MATERIALS	\$ 483.60
DISCOUNT TIRE & SERVICE	TIRES	\$ 800.00
KOCH OFFICE GROUP	LIBRARY CONTRACT	\$ 900.00
MEDIACOM	SERVICE	\$ 711.35
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$ 13,920.40
GRAINGER	WPC SUPPLIES/MATERIALS	\$ 225.48
SANDRY FIRE SUPPLY, L.L.C.	FIRE DEPT MATERIALS	\$ 888.90
MUNICIPAL EMERGENCY SERVICES	FIRE DEPT SUPPLIES/MATEIRALS	\$ 40.50
IMI EQUIPMENT, LLC	PARTS	\$ 11,636.89
LEXISNEXIS RISK SOLUTIONS	KEOKUK POLICE DEPT	\$ 142.55
NATIONAL FIRE SAFETY COUNCIL	GRAND THEATER CONTRIBUTION	\$ 100.00
KEVIN B. FEEHAN	VEGETATION CONTROL	\$ 1,100.00
SCHUMACHER ELEVATOR COMPANY	LIBRARY ELEVATOR MAINT	\$ 455.37
KEOKUK HISTORIC PRESERVATION	HOTEL/MOTEL SUPPORT	\$ 5,000.00
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING SERVICES	\$ 200.00
JIM'S GREENHOUSE	CITY HALL FLOWERS	\$ 140.40
KEDC	HOTEL/MOTEL SUPPORT	\$ 60,000.00
CARD SERVICES	LIBRARY SUPPLIES/MATERIALS	\$ 718.23
WHITE CAP, L.P.	SEWER SUPPLIES/MATERIALS	\$ 105.00
INTERNATIONAL CODE COUNCIL, INC	KFD MEMBERSHIP	\$ 160.00
MACQUEEN EQUIPMENT, INC.	SUPPLIES/FREIGHT	\$ 842.51
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 1,348.90
WEST CENTRAL FS INC.	BULK FLUID	\$ 955.90
VERIZON WIRELESS	FIRE DEPT CELL PHONE SERVICE	\$ 160.74
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES	\$ 1,360.17
ACCO	POOL CHEMICALS	\$ 3,636.56
RAND PARK PAVILION	HOTEL/MOTEL SUPPORT	\$ 7,500.00
DARKSIDE TINT & GRAPHIX	SIGNS	\$ 60.00
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 61.40
RESTORIC, LLC	LABOR/MATERIALS @ DEPOT	\$ 20,111.97
SOUTHEAST IOWA REGIONAL	URBAN RENEWAL	\$ 3,500.00

REGISTER NO. 5349

LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 403.65
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$ 452.25
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 399.00
ARMSTRONG TRACTOR LLC	PARTS	\$ 246.06
JEFFREY JOE HERR	CLEAN VARIOUS PROPERTIES	\$ 8,035.00
LABCONCO CORP.	LAB SUPPLIES - WPC	\$ 64.04
IMWCA	WORK COMP PREMIUM 23-24	\$ 47,531.00
KIESLER'S POLICE SUPPLY, INC.	PD SUPPLIES/MATERIALS	\$ 171.03
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 38.23
COMMERCIAL CONTRACTING	LABOR/EQUIPMENT/MATERIALS	\$ 226,670.00
STAGGARD	4TH OF JULY PERFORMANCE	\$ 700.00
KPLAY PLAYGROUNDS FOR ALL	HOTEL/MOTEL SUPPORT	\$ 5,000.00
VISA	CARD SERVICES	\$ 11,252.66
FP MAILING SOLUTIONS	LIBRARY POSTAGE METER	\$ 107.82
MIDWEST INDUSTRIAL SERVICES	BRIDGE PLATFORMS	\$ 2,560.00
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 120.00
STEW HANSEN DODGE CITY	POLICE VEHICLE	\$ 29,455.00
DAILY GATE CITY	FIRE DEPT RENEWAL	\$ 145.00
COMPRISE TECHNOLOGIES, INC.	LIBRARY SOFTWARE LICENSE/RENEW	\$ 481.00
KEOKUK BROADCASTING, INC.	ADVERTISING	\$ 500.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 900.00
QUARTIX INC.	CREDIT MEMO	\$ (579.42)
MIDWEST CONTRACTING	LABOR/MATERIALS @ SEIDC	\$ 4,460.00
IOWA ONE CALL	ONE CALL SERVICES	\$ 28.30
NEWBERRY LANDSCAPING LLC	MOW VARIOUS PROPERTIES	\$ 3,420.00
ALLYSON DADE	TRAVEL REIMBURSEMENT	\$ 222.96
CARRIE MILLER	PORTABLE TOILET RENTAL	\$ 970.00
LEXIPOL LLC	POLICE DEPT MATERIALS/SUPPLIES	\$ 13,749.22
ROBERT MCDOWELL	AIRPORT SERVICES	\$ 105.00
ASCENT AVIATION GROUP INC	AIRPORT FUEL	\$ 20,125.64
WALZ LABEL AND MAILING SYSTEMS	POSTAGE SUPPLIES	\$ 104.40
SHARED IT INC	IT SERVICES	\$ 551.64
GTG PETERBILT QUINCY	PARTS	\$ 279.96
INFOUSA MARKETING INC	LIBRARY SUPPLIES/MATERIALS	\$ 297.40
BLESSING HEALTH KEOKUK CLINIC	MEDICAL SERVICES	\$ 45.00
NAPA AUTO PARTS	PARTS	\$ 42.24
SCOTT'S ULTRA CLEAN LLC	LIBRARY/PD JANITORIAL SERVICES	\$ 3,180.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 288.07
REX OTT	AIRPORT MOWING/MAINTENANCE	\$ 435.00
UPS	WPC SHIPPING	\$ 3.10
JERI ANN MORGAN	GRAND THEATER JANITORIAL	\$ 306.00
SUE'S QUILTS & STITCHES	VERITY MATERIALS	\$ 225.00
TT&D RENTAL, INC	SEWER SUPPLIES	\$ 30.00
BARKING DOG INTERPRETIVE	LIBRARY BOOKS	\$ 669.00
BLACKSTONE PUBLISHING	LIBRARY BOOKS	\$ 346.01

REGISTER NO. 5350

ESO SOLUTIONS, INC	FIRE DEPARTMENT PROGRAM	\$ 9,200.50
MIDWEST FABRICATION & WELDING	LABOR/MATERIALS @ AIRPORT	\$ 850.00
OAKLAND CEMETERY INITIATIVE	HOTEL/MOTEL SUPPORT	\$ 1,000.00
TRISHA RENDER	REIMBURSE LIBRARY PURCHASES	\$ 41.73
TNEMEC COMPANY, INC	WPC SUPPLIES/FREIGHT	\$ 558.51
ASHLEY CUSTER	TRAVEL REIMBURSEMENT	\$ 549.06
PUBLIC WORKS 1 INC.	ASSESSMENT/SURVEY	\$ 20,000.00
BODDEKER BOATS LLC	FIRE DEPT BOAT REPAIRS	\$ 898.95
HD ARMS, LLC	POLICE DEPT SUPPLIES/MATERIALS	\$ 6,895.24
HENNIGES AUTOMOTIVE, INC	FRANCHISE FEE REBATE	\$ 4,958.62
TAYLOR PITFORD	PARK DEPOSIT	\$ 50.00
		\$ 764,886.16



COUNCIL ACTION FORM

Date: July 6, 2023

Presented By: O'Donnell

Subject: Green Oaks Development Agreement Agenda Item: _____

Description:

The agreement is with MBMRE, LLC d/b/a Green Oaks Development for the renovation and redevelopment of 619, 623, 625, and 629 Main St. The agreement provides for the project to receive all grant funds applied for and received by the City, as well as the following incentives from the City:

- \$300,000 in ARPA funds
- \$50,000 cash payment for five years funded by TIF
- A ten year TIF rebate equaling \$130,000
- Refund of property purchase price upon completion (\$25,000)

Owner equity in the project is estimated at \$1.4 million.

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

Public Hearing

Date

07/06/2023

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 APPROVING A DEVELOPMENT AGREEMENT WITH
MBMRE LLC D/B/A GREEN OAK DEVELOPMENT**

WHEREAS, MBMRE, LLC d/b/a Green Oak Development has submitted a proposal for the redevelopment of 619, 623, 625 and 629 Main St, Keokuk, Iowa; and

WHEREAS, the City Council of Keokuk, Iowa desires to enter into a development agreement with Green Oaks Development; and

WHEREAS, a public hearing on said agreement has been held on July 6, 2023, as prescribed by law.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Development Agreement with MBMRE LLC, d/b/a/ Greed Oaks Development is hereby approved.

PASSED, APPROVED, AND ADOPTED this 6th day of July 2023.

K. A. Mahoney, City Clerk

ATTEST: _____
Celeste El Anfaoui, City Clerk

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF KEOKUK, IOWA

AND

MBMRE, LLC
D/B/A GREEN OAK DEVELOPMENT

_____, 2023

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called “Agreement”) is made on or as of the _____ day of _____, 2023 (the “Effective Date”), by and between the CITY OF KEOKUK, IOWA, a municipality (hereinafter called “City”), established pursuant to the Code of Iowa of the State of Iowa, and MBMRE, LLC D/B/A GREEN OAK DEVELOPMENT, an Iowa limited liability company, having offices for the transaction of business at 1124 Avenue H, Fort Madison, Iowa 52627 (“Developer”).

WITNESSETH:

WHEREAS, City owns certain real property located within the City, legally described as:

Lot 619:

The Easterly Fourteen (14) feet of Lot Eight (8), and the Westerly Twenty-nine (29) feet and Five-Sevenths (5/7) inch of Lot Nine (9), all in Block Ninety-four (94) in the City of Keokuk in Lee County, Iowa

Lot 623:

The Easterly Twenty-one (21) feet Five and One-sevenths (5-1/7) inches of the Westerly Thirty-five (35) feet Eight and Four-sevenths (8-4/7) inches of Lot Eight (8), Block Ninety-four (94), in the City of Keokuk, Lee County, Iowa

Lot 625:

The Southeasterly Six (6) feet of Lot Seven (7) and the Northwesterly Fourteen and Twenty-nine Hundredths (14.29) feet of Lot Eight (8) in Block Ninety-four (94) in the Original City of Keokuk, Lee County, Iowa

Lot 629:

The Westerly Forty-two feet and Ten and Two-sevenths (42’ 10 2/7”) inches of Lot Seven (7), Block Ninety-four (94), Original City of Keokuk, Lee County, Iowa.

(which property is hereinafter referred to as the “Development Property”); and

WHEREAS, the City requested proposals for the acquisition and redevelopment of the Development Property and the Developer was the sole respondent; and

WHEREAS, City is willing to convey the Development Property to Developer and provide certain incentives in exchange for Developer’s construction of certain Minimum Improvements on the Development Property, as more particularly described herein; and

WHEREAS, the Iowa Economic Development Authority (“IEDA”) has awarded the City a Downtown Housing Grant in the amount of Six Hundred Thousand Dollars (\$600,000.00) for the redevelopment and rehabilitation of a portion of the Development Property via Award No. 22-ARPDH-028 (the “Downtown Housing Grant”) subject to the terms of the “Downtown Housing Agreement” attached hereto as Exhibit F; and

WHEREAS, the IEDA has awarded the City a Community Catalyst and Remediation Grant in the amount of One Hundred Thousand Dollars (\$100,000.00) for the redevelopment and rehabilitation of a portion of the Development Property via Agreement No. 22-CTBF-012 (the “Catalyst Grant”) subject to the terms of the “Catalyst Agreement” attached hereto as Exhibit G; and

WHEREAS, City believes that the development of the Development Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Purchase, Sale, and Development Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

ARPA Grant means the payment of ARPA funds to the Developer from the City under Section 8.1 of this Agreement.

Base Value means the assessed value of the Development Property and any Exhibit Buildings thereon as of January 1, 2023, before rollback; which value is \$165,970.

Catalyst Agreement means agreement number 22-CTBF-012 between the City and the IEDA in the form attached hereto as Exhibit G.

Catalyst Grant means the funds made available to the City by the IEDA under the terms of the Catalyst Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit D and hereby made a part of this Agreement.

Certificate of Occupancy means a certificate allowing occupancy within the Minimum Improvements issued by the proper governmental authority with jurisdiction thereover. A Certificate of Occupancy shall mean a final Certificate of Occupancy.

City means the City of Keokuk, Iowa, or any successor to its functions.

City Grants means collectively the ARPA Grant, the Project Tax Increment Grants, the Twin Rivers Tax Increment Grants, and the Purchase Price Reimbursement Grant.

Code means the Code of Iowa, 2023, as amended.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by Developer on the Development Property referred to in Article IV.

County means the County of Lee, Iowa.

Developer means MBMRE, LLC d/b/a Green Oak Development, an Iowa limited liability company, and its permitted successors and assigns.

Downtown Housing Agreement means the agreement between the City and the IEDA related to Award No. 22-ARPDH-028 in the form attached hereto as Exhibit F.

Downtown Housing Grant means the funds made available to the City by the IEDA under the terms of the Downtown Housing Agreement.

Effective Date means the date of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon, granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements, or all such mortgages as appropriate.

Housing Unit means each dwelling unit constructed on the Development Property as part of the Minimum Improvements.

IEDA means the Iowa Economic Development Authority.

Indemnified Parties means City and the governing body members, officers, agents, servants, and employees thereof.

Lot 619 means that portion of the Development Property known locally as 619 Main Street.

Lot 623 means that portion of the Development Property known locally as 623 Main Street.

Lot 625 means that portion of the Development Property known locally as 625 Main Street.

Lot 629 means that portion of the Development Property known locally as 629 Main Street.

MBMRE, LLC TIF Account means a separate account within the Twin Rivers Urban Renewal Tax Increment Revenue Fund of the City in which Project Tax Increments received by the City with respect to the Minimum Improvements and the Development Property shall be deposited.

Minimum Improvements means the construction of a 16 Housing Unit multi-family residential building and related site improvements to be constructed on the Development Property, as more particularly described in Exhibits A and A-1 to this Agreement.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the ordinance of the City, as may be amended and enacted from time to time, under which the taxes levied on taxable property in the Urban Renewal Area shall be divided and a portion paid into the Twin Rivers Urban Renewal Tax Increment Revenue Fund under the authority of Section 403.19 of the Code, as amended.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement.

Project Tax Increments means the property tax revenues on the assessed value of the Minimum Improvements and Development Property above the Base Value that may be divided and made available to the City for deposit in the MBMRE, LLC TIF Account of the Twin Rivers Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Project Tax Increment Grants mean the payments of Project Tax Increment to be made by the City to the Developer under Section 8.2 of this Agreement.

State means the State of Iowa.

State Grants means collectively the Catalyst Grant and the Downtown Housing Grant.

Twin Rivers Tax Increments means the property tax revenues from the Urban Renewal Area, other than the Development Property, that may be divided and made available to the City for deposit in the Twin Rivers Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Twin Rivers Tax Increment Grants mean the payments of Twin River Tax Increment to be made by the City to the Developer under Section 8.3 of this Agreement.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Twin Rivers Urban Renewal Tax Increment Revenue Fund means the special fund of the City proposed to be created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or

refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including but not limited to storms, floods, fires, explosions, or other casualty losses; unusual weather conditions; strikes, boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; litigation commenced by third parties; unexpected material or labor shortages; or the acts of any federal, State, or local governmental unit (other than City with respect to City's obligations), including any unreasonable delays by the United States Department of Housing and Urban Development and/or the Iowa Finance Authority with respect to processing any timely-filed applications by Developer for the Project.

Urban Renewal Area means the urban renewal area known as the Twin Rivers Urban Renewal Area.

Urban Renewal Plan means the Amended and Restated Twin Rivers Urban Renewal Plan.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of City. City makes the following representations and warranties:

a. City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing, nor do they conflict with or contravene any laws, order, rule or regulation applicable to City.

c. All covenants, stipulations, promises, agreements, and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of City only, and not of any governing body member, officer, agent, servant, or employee of City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. The Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and all applicable local, State, and federal laws and regulations.

f. Developer shall use its best efforts to obtain, or cause others to obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. It is anticipated that the construction of the Minimum Improvements will require a total investment of at least \$2,303,050.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property and/or the Minimum Improvements may or will be in violation of any environmental law or regulation (other than those notices, if any, of which City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property and/or Minimum Improvements, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before June 30, 2024. For purposes of this Agreement, the Minimum Improvements shall be deemed “complete” or “completed” upon Developer’s receipt of a Certificate of Occupancy for the Minimum Improvements.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Blight Remediation Grants being made to Developer pursuant to this Agreement.

ARTICLE III. SALE AND PURCHASE OF DEVELOPMENT PROPERTY

Section 3.1. Conditions Precedent. City’s obligation to transfer title and possession of the Development Property to Developer at Closing, and Developer’s obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:

a. Developer is in material compliance with all terms of this Agreement; and

b. There has not been a substantial change for the worse in the financial resources and ability of Developer, or a substantial decrease in the financing commitments secured by Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of City, that Developer will be unable to fulfill its covenants and obligations under this Agreement.

If any of these preconditions is not satisfied as of the Closing Date defined in Section 3.3(b), this Agreement shall automatically terminate, with neither party having any further obligations to the other.

Section 3.2. Transfer of Development Property. For the purchase price of \$25,000.00 (the “Purchase Price”) and other consideration, including the obligations being assumed by Developer under this Agreement, City agrees to sell, and Developer agrees to purchase, the Development Property, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by City pursuant to Section 364.7 of the Iowa Code.

Section 3.3. Closing. City’s transfer of title of the Development Property to Developer, and Developer’s payment of the Purchase Price to City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before August 15, 2023 (the “Closing Date”). Possession of the Development Property (“Possession”) shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to City’s possession shall be made as of the date of Possession. Developer shall pay the Purchase Price to City (subject to prorations, reductions, and credits as provided below). The transfer shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the Development Property in the form attached hereto as Exhibit C (“Deed”), and the filing of all title transfer documents (“Closing”). All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 3.4. Real Estate Taxes and Special Assessments.

- a. The Development Property is currently tax-exempt while owned by City; therefore, there will be no proration or credit of real estate taxes at Closing and Developer shall be responsible for all taxes post-Closing, if any; and
- b. All special assessments, if any, assessed post-Closing shall be paid by Developer.

Section 3.5. Risk of Loss and Insurance. City shall bear the risk of loss or damage to the Development Property prior to Closing, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing, in Developer's discretion and at Developer's cost. In the event of substantial damage or destruction prior to the Closing, City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, subject to Unavoidable Delays, and Developer shall complete the Closing, provided that such insurance proceeds are sufficient to reconstruct and return the Development Property to a condition substantially similar to that prior to the casualty event, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. Developer shall bear the risk of loss or damage to: (i) any improvements undertaken or caused by Developer on the Development Property prior to Closing, and (ii) the Development Property after the Closing.

Section 3.6. Condition of Property; Care and Maintenance; Environmental Matters.

a. Developer agrees to take the Development Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, City makes no warranties or representations as to the condition of the Development Property. City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Notwithstanding anything herein to the contrary, Developer hereby waives all claims against City as to the condition of the Development Property. Developer agrees to indemnify, release, defend, and hold harmless the Indemnified Parties for all claims, damages, or costs relating to the Development Property that arise after the date of Closing.

b. At Closing, City will file with the County Recorder's Office a properly executed Groundwater Hazard Statement to the extent required by law.

Section 3.7. Abstract and Title. City shall provide an abstract of title for the Development Property, continued through a date continued to and including the date of this Agreement, and deliver it to Developer for examination, which shall become the property of Developer upon Closing. Such abstract of title shall show merchantable title in City in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 3.8. Survey and Platting. Developer may, at Developer's expense prior to Closing, have the Development Property surveyed and certified by a Registered Land Surveyor. Developer shall be responsible for all surveys and platting of the Development Property after Closing, if any.

Section 3.9. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.10. Deed Restriction. Developer acknowledges and agrees that City is selling the Development Property to Developer on the condition that it be developed for the Minimum Improvements as described in this Agreement, in accordance with all terms of this Agreement. The conveyance of the Development Property to Developer is subject to use restrictions, as also described in the Deed, prohibiting the Development Property from being used or developed for any purpose other than the Minimum Improvements described herein without City's written consent, until the Termination Date of this Agreement. If Developer violates such use restrictions, then City shall be entitled to all remedies available at law or equity including but not limited to an injunction prohibiting Developer's violation of such use restrictions.

Section 3.11 Reversionary Right.

a. As security for completion of the Minimum Improvements, the City shall hold a right of reversion in the Development Property (the "Reversionary Right"), which may be exercised by the City, in its reasonable discretion, if: (i) Developer has not completed construction of the Minimum Improvements by June 30, 2024, or (ii) Developer otherwise commits an Event of Default under this Agreement, as defined in Section 10.1 before the completion of the Minimum Improvements. If one of the above conditions occurs, then the City shall automatically be entitled to exercise the City's Reversionary Right to reacquire title to the Development Property.

b. Developer shall allow no mortgages or liens (including, but not limited to, mechanic's liens) other than those acknowledged by the City in writing to encumber the Development Property while the City holds its Reversionary Right. To exercise the Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within ninety (90) days of Developer's failure to perform under this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the Development Property shall automatically revert to the City as of the date of the recording of the notice at no cost to the City. Upon request from the City, Developer shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of its rights under this Section 3.11 within sixty (60) days of the City's demand, including without limitation, the execution of appropriate deeds and other documents releasing any liens or other encumbrances.

c. If the Developer causes the construction of the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement, the City shall record a release of its Reversionary Right.

Section 3.12. Survival of Closing. All terms of this Agreement shall survive the Closing described in this Article III.

ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 4.1. Construction of Minimum Improvements.

a. Developer agrees that it will cause the Minimum Improvements to be constructed in conformance with the terms of this Agreement and all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of City, which approvals and permits shall be made according to standard City processes for such plans and permits.

b. Developer agrees that, subject to Unavoidable Delays, the Minimum Improvements shall be completed by the date set forth in Section 2.2(k). Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

c. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement, including but not limited to substantial conformance with the description and depictions in Exhibits A and A-1 attached hereto.

d. Developer agrees that it shall permit designated representatives of City, upon at least twenty-four (24) hours' notice to Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 4.2. Construction Plans. Developer shall cause Construction Plans to be developed for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2, and which approval shall not be unreasonably withheld, conditioned, or delayed. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if they: (a) conform to the terms and condition of this Agreement; (b) conform to the terms and conditions of the Urban Renewal Plan; (c) conform to all applicable federal, State, and local laws, ordinances, rules, and regulations; (d) shall be adequate for the purposes of this Agreement to provide for the construction of the Minimum Improvements; and (e) no Event of Default under the terms of this Agreement has occurred and is continuing beyond applicable notice and cure periods; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations and shall not be deemed to be sufficient plans to

serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans for the Minimum Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by City shall not relieve the Developer of any obligation to comply with the remaining terms and provisions of this Agreement, or the provisions of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose or subject the City to any liability for the Minimum Improvements as constructed.

Section 4.3. Certificate of Completion. Upon written request of Developer after issuance of a Certificate of Occupancy for the Minimum Improvements, City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit D attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 4.3, City shall, within twenty (20) days after written request by Developer provide a written statement indicating in what respects Developer has failed to complete the Minimum Improvements, in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the reasonable opinion of City, for Developer to take or perform in order to obtain such Certificate of Completion. If Developer completes City's requested measures or acts within ninety (90) days after receiving City's notice, City shall promptly issue a Certificate of Completion to Developer.

Section 4.4. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by Developer as of the date such taxes become delinquent. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes. Developer and its successors agree that prior to the Termination Date they will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.

Section 4.5 Property Tax Abatement. Developer shall not be eligible to apply for tax abatement for the Minimum Improvements under the City's Urban Revitalization Plan, or any amendment thereto. Notwithstanding the foregoing, should Developer complete additional improvements to Lot 629 beyond those identified as Minimum Improvements herein, Development may apply for tax abatement under the

City's Urban Revitalization Plan for those additional improvements to Lot 629; provided, however, the additional improvements will only receive the tax exemption offered under the City's Urban Revitalization Plan if the additional improvements otherwise qualify under the terms of the Urban Revitalization Plan and tax exemption for the additional improvements is approved pursuant to the applicable application process.

Section 4.6. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of City, furnish City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence.

iii. Workers' compensation insurance that, at a minimum, meets statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of coverage or the payment of premiums on), insurance covering the Minimum Improvements owned by Developer, as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

d. Developer agrees to notify City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements owned by Developer or any portion thereof

resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer shall maintain, preserve, and keep the Development Property and Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon written request from City, Developer shall promptly provide City with copies of information requested by City that are reasonably related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6. Annual Certification. To assist the City in monitoring the performance of the Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City the following: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (to the extent due and payable); (ii) certification of the date the Minimum Improvements were first fully assessed, the first full assessment value of the Minimum Improvements, and the current assessment value of the Minimum Improvements; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and, to the best of that officer's knowledge and belief at the date of such certificate, and during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default,

said officer shall disclose in such statement the nature thereof, its period of existence and actions taken to correct any such default. Such statement, proof and certificate described above (the “Annual Certifications”), shall be provided to the City in the form attached hereto as Exhibit E not later than October 15 of each year, commencing October 15, 2027 and continuing until October 15, 2036.

Section 6.7. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or interest in this Agreement to any other party other than the holder of a First Mortgage unless: (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of Developer under this Agreement with respect to the portion of the Development Property being transferred; and (ii) City consents thereto in writing in advance thereof, which City shall not unreasonably withhold, delay or condition.

Section 6.8. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold by Developer to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to City to be used by City for public infrastructure, parks, trails or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VII. STATE GRANTS

Section 7.1. Downtown Housing Program Grant. For and in consideration of Developer’s obligations hereunder to construct the Minimum Improvements, and subject to Developer being in compliance with this Agreement and the Downtown Housing Agreement at the time of payment, the City agrees to grant to Developer up to the sum of Six Hundred Thousand Dollars (\$600,000.00) received from the State in accordance with the Downtown Housing Agreement, a copy of which Agreement is attached hereto as Exhibit F and incorporated herein by this reference. The City shall disburse to Developer any amount of the Downtown Housing Grant received by the City within thirty (30) days provided all of the following conditions are satisfied:

- a. Developer shall have promptly provided the City all documentation, including copies of paid invoices, proof of payment, and photographs of completed work, at project mid-point and project completion, as defined and required by Article III of the Downtown Housing Agreement;
- b. Developer shall have promptly provided the City with any other documentation reasonably requested by the City to satisfy the terms of the Downtown Housing Agreement, and shall have allowed the City and the IEDA to review and observe, at any time, completed work or work in progress;

- c. Developer shall have, on a quarterly basis, provided the City with information necessary for the City to provide the quarterly reports required by Section 5.3.1 of the Downtown Housing Agreement;
- d. Developer shall have ensured that all publications and signage satisfy the requirements of the Downtown Housing Agreement and shall have included the following: “This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury”;
- e. Developer shall be making substantial and timely progress toward completion of the Minimum Improvements consistent with the terms of this Agreement and the Downtown Housing Agreement;
- f. Developer shall have satisfied any match requirement under Section 3.2 of the Downtown Housing Agreement;
- g. Developer shall be in compliance with the terms of this Agreement and the Downtown Housing Agreement; and
- h. The City shall have received the Downtown Housing Grant payment from the IEDA and said payment is not otherwise limited or rescinded by the State.

Section 7.2. Catalyst Grant. For and in consideration of Developer’s obligations hereunder to construct the Minimum Improvements, and subject to Developer being in compliance with this Agreement and the Catalyst Agreement at the time of payment, the City agrees to grant to Developer up to the sum of One Hundred Thousand Dollars (\$100,000.00) received from the State in accordance with the Catalyst Agreement, a copy of which Agreement is attached hereto as Exhibit G and incorporated herein by this reference. The City shall disburse to Developer any amount of the Catalyst Grant received by the City within thirty (30) days provided that all of the following conditions are satisfied:

- a. Developer shall have promptly provided the City all documentation, including copies of paid invoices, proof of payment, and photographs documenting completed work at project mid-point and project completion, as defined and required by the Catalyst Agreement;
- b. Developer shall have promptly provided the City with any other documentation reasonably requested by the City to satisfy the terms of the Catalyst Agreement, and shall have allowed the City and the IEDA to review and observe, at any time, completed work or work in progress;
- c. Developer shall have ensured that all publications and signage satisfy the requirements of the Catalyst Agreement and shall have included the following: “This Project is Sponsored in part by the Iowa Economic Development Authority”;
- d. Developer shall be making substantial and timely progress toward completion of the Minimum Improvements consistent with the terms of this Agreement and the Catalyst Agreement;

- e. Developer shall be in compliance with the terms of this Agreement and the Catalyst Agreement; and
- f. The City shall have received the Catalyst Grant payment from the IEDA and said payment is not otherwise limited or rescinded by the State.

Section 7.3. No Duplicative Costs. Developer shall not submit the same or duplicative costs to the City for reimbursement under both the Downtown Housing Grant and Catalyst Grant. In submitting cost information to the City pursuant to this Article VII, Developer shall clearly identify which State grant the costs are related to and shall provide all substantiation required by the respective State agreement or requested by the City. Developer further promises that the costs submitted for each State grant shall be costs within the scope of work authorized by the respective State agreement, and Developer shall promptly respond to any request from the City to substantiate that the costs are directly related to the project as the project is defined in the respective State agreement.

Section 7.4. Developer Repayment. For and in consideration of the City's participation in this Project, the Developer agrees that, if the City is obligated to repay any amount of the grant funds disbursed to the City under the Downtown Housing Agreement or the Catalyst Agreement, Developer shall pay to the City an amount equal to the City's repayment amount within thirty (30) days of the City's written demand for such repayment.

ARTICLE VIII. CITY GRANTS

Section 8.1. ARPA Grant. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees to reimburse Developer up to a total of \$300,000 in Qualified Costs from available ARPA funds ("ARPA Grant") subject to all of the following:

- a. For purposes of the ARPA Grant, "Qualified Costs" means material and labor costs incurred directly for the completion of the Minimum Improvements, which costs are not submitted for reimbursement under either of the State Grants.
- b. The ARPA Grant shall be payable from and secured solely and only by funds received by the City under the American Rescue Plan Act and not allocated or dedicated to other purposes as of the Effective Date, and such Grant shall not be payable in any manner by general taxation or from any other City funds.
- c. Each reimbursement shall be made within thirty (30) days after the City's receipt and approval of all documentation, including copies of paid invoices, proof of payment, and photographs of completed work, substantiating the Qualified Costs. Developer shall not submit a request for reimbursement more frequently than once per month.
- d. Each reimbursement is conditioned on the Developer being in compliance with the terms of this Agreement at the time of payment.

Section 8.2 Project Tax Increment Grants.

a. Formula and Schedule. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to ten (10) consecutive annual payments of Project Tax Increment Grants to the Developer, under the following formula and schedule. Assuming completion of the Minimum Improvements by June 30, 2024, full assessment of the Minimum Improvements on January 1, 2025, and debt certification to the Auditor by the City prior to December 1, 2025, the Project Tax Increment Grants shall commence on June 1, 2027, and end on June 1, 2036, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

<u>Date</u>	<u>Amount of Project Tax Increment Grants</u>
June 1, 2027	100% of Project Tax Increments for Fiscal Year 26-27
June 1, 2028	100% of Project Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Project Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Project Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Project Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Project Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Project Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Project Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Project Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Project Tax Increments for Fiscal Year 35-36

b. Maximum Amount of Grants. The aggregate amount of the Project Tax Increment Grants that may be paid to Developer under this Agreement shall be equal to the total amount of the applicable percentages of Project Tax Increments collected in respect of the assessments imposed on the assessed value of the Minimum Improvements and Development Property above the Base Value over the specified ten (10) year period, but in no event shall exceed One Hundred Thirty Thousand Dollars (\$130,000) over the ten (10) year period. In no event shall Developer be entitled to receive more than calculated under the formula set forth in this Agreement, even if the combined aggregate maximum of \$130,000 is not met.

c. Source of Grants. The Project Tax Increment Grants shall be payable from and secured solely and only by Project Tax Increments deposited and held in the MBMRE, LLC TIF Account of the Twin Rivers Urban Renewal Tax Increment Revenue Fund of the City. The Project Tax Increment Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

d. Limitation to Minimum Improvements. The Project Tax increment Grants are only derived from the increase in assessed value to the Development Property above the Base Value caused by the completion of the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements (including any additional improvements to Lot 629 beyond those set forth in Exhibit A) which, to be eligible for City Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.3 Twin Rivers Tax Increment Grants.

a. Amount of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to five (5) consecutive annual payments of Twin Rivers Tax Increment Grants to the Developer, each in the amount of \$50,000. Assuming completion of the Minimum Improvements by June 30, 2024, the Twin Rivers Tax Increment Grants shall commence on June 1, 2026, and end on June 1, 2030. The aggregate amount of the Twin Rivers Tax Increment Grants that may be paid to Developer under this Agreement shall not exceed \$250,000.

b. Source of Grants. The Twin Rivers Tax Increment Grants shall be payable from and secured solely and only by Twin Rivers Tax Increments deposited and held in the Twin Rivers Urban Renewal Tax Increment Revenue Fund of the City. The Twin Rivers Tax Increment Grants shall not be payable in any manner by Project Tax Increments, general taxation or from any other City funds.

Section 8.4. Purchase Price Reimbursement Grant. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make a one-time payment of \$25,000 (“Purchase Price Reimbursement Grant”) to Developer within thirty (30) days after Developer’s completion of the Minimum Improvements as evidenced by Developer’s receipt of a Certificate of Completion. The Purchase Price Reimbursement Grant shall be payable from and secured solely and only by General Fund Project Reserves, and shall not be payable in any manner by general taxation or from any other City funds.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Sections 8.1 through 8.4 above, the obligation of the City to pay City Grants in any year shall be subject to and conditioned upon the following:

- a. Developer’s compliance with the terms of this Agreement and payment of property taxes;
- b. Developer’s timely filing of the Annual Certifications required under Section 6.6 hereof and the Council’s approval thereof; and
- c. No Event of Default shall have occurred and be continuing.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.6 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the City Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.6 hereof shall be considered separately in determining whether the City shall make any of City Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for City Grants in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which City Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto

to provide Developer with an opportunity to receive City Grants only if Developer fully complies with the provisions hereof and becomes entitled thereto, up to the maximum aggregate amounts set forth above.

Section 8.6. Annual Appropriation.

a. Each City Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future City Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Sections 8.1 through 8.4 hereof, the City shall have no obligation to make City Grants to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the City no longer receives Project Tax Increments or Twin River Tax Increments; or the City receives an opinion from its legal counsel to the effect that the use of ARPA funds, Project Tax Increments, or Twin Rivers Tax Increments, as contemplated under Sections 8.1 through 8.3, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) annual City Grants would otherwise have been paid to Developer, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Project Tax Increments and Twin Rivers Tax Increments above and beyond the amounts to be given to Developer in this Agreement, or any available Project Tax Increments or Twin River Tax Increments resulting from the suspension or termination of the City Grants, for any purpose for which the Project Tax Increments or Twin Rivers Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the

Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements. Provided, however, such release shall not be deemed to include loss or damage that arises directly out of the gross negligence or intentional misconduct of the Indemnified Parties.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements, or (iii) any hazardous substance or environmental contamination located in or on the Development Property occurring or arising subsequent to Closing.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed to be commenced and continued pursuant to the terms and conditions of this Agreement;

b. Transfer of Developer’s interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay ad valorem taxes on the Development Property;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement, or made by Developer in any written statement or certification furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by City to Developer and to the holder of the First Mortgage (but only to the extent City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to City that the Event of Default will be cured as soon as reasonably possible:

a. City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement;

b. City may terminate this Agreement;

c. City will have no obligation to make payment of State Grants or City Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the State Grants or City Grants previously made to Developer, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer;

d. If the Event of Default occurs before completion of the Minimum Improvements, City may exercise its Reversionary Right; or

e. City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of Developer, is addressed or delivered personally to MBMRE, LLC d/b/a Green Oak Development at 1124 Avenue H, Fort Madison, IA 52627; Attn: Michael Mohrfeld, President; and

b. In the case of City, is addressed to or delivered personally to the City of Keokuk at City Hall, 501 Main Street, Keokuk, IA 52632, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit B, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by City by virtue hereof. City shall pay for the costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2036, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(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 _____, 2023, before me a Notary Public in and for said State, personally appeared Kathie Mahoney and Celeste 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

[Signature page to Purchase, Sale, and Development Agreement – City of Keokuk, Iowa]

MBMRE,LLC d/b/a GREEN OAK
DEVELOPMENT,
An Iowa limited liability company

By: _____
Michael Mohrfeld, President

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Michael Mohrfeld, to me personally known, who, being by me duly sworn, did say that he is the President of MBMRE, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said signer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for State of Iowa

[Signature page to Purchase, Sale, and Development Agreement – MBMRE, LLC]

EXHIBIT A
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of:

- Demolition of the rear single story portion of Lot 619 as well as the two story portion of Lot 623, and properly dispose of all debris.
- Securing and making weather tight the building on Lot 629 pending further development.
- Rehabilitating the remaining buildings on Lots 619, 623 and 625 into a total of sixteen Housing Units as depicted in Exhibit A-1. The Housing Units will range in size from 700-825 sq. ft. with the majority being one bedroom including a large living and kitchen space. Each Housing Unit will be finished with custom cabinets and Corian countertops. In addition, each Housing Unit will include a washer and dryer, stainless steel appliances, plus ducted heating and air conditioning. The building will include a 42KW Solar System that will provide a projected 60% of the building's electrical usage. All Housing units will be fiber ready.
- Utilizing the Lot 629 greenspace for a stair tower and a gated green space. The green space will include a patio, seating, green space for outdoor games, and decorative lighting.
- Rod iron and brick columns will be added to enhance the curb appeal of the property.
- The front of the building on Lot 619 will be redeveloped to include 1,675 sq ft. of commercial space available for rent.

The Minimum Improvements shall be completed by Developer on the Development Property consistent with approved plats and plans and the terms of the Agreement, including this Exhibit A and the diagrams in Exhibit A-1.

See Exhibit A-1 for site plans and renderings of the Housing Units. The renderings and plans set forth in Exhibit A-1 are preliminary in nature and subject to change pursuant to the terms of the Agreement.

EXHIBIT A-1
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS
(6 pages)



Exhibit A-2

EXHIBIT A-1
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS
(6 pages)



Exhibit A-3

EXHIBIT A-1

SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS
(6 pages)



[illegible]

Keokuk, IA
600 Block Keokuk

2nd Floor Plan

1124 Ave. H
Fort Madison, IA 52627
Phone: 319-372-5336

GARDEN ONE
OFFICE OF PLANNING

DESIGNED BY: J. L. HART, L.A.S. 10/12/10
DRAWN BY: J. L. HART, L.A.S. 10/12/10
CHECKED BY: J. L. HART, L.A.S. 10/12/10
APPROVED BY: J. L. HART, L.A.S. 10/12/10
DATE: 10/12/10
PROJECT: 1124 Ave. H, Fort Madison, IA
SHEET: 1124 Ave. H, Fort Madison, IA

1124 Ave. H
Fort Madison, IA 52627
Phone: 319-372-5336

GARDEN ONE
OFFICE OF PLANNING

1124 Ave. H
Fort Madison, IA 52627
Phone: 319-372-5336

GARDEN ONE
OFFICE OF PLANNING

1124 Ave. H
Fort Madison, IA 52627
Phone: 319-372-5336

GARDEN ONE
OFFICE OF PLANNING

[illegible]

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City of Keokuk, Iowa, City Hall, 501 Main Street, Keokuk, IA 52632, Attn: City Clerk

EXHIBIT B
MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

WHEREAS, the City of Keokuk, Iowa (“City”) and MBMRE, LLC d/b/a Green Oak Development, an Iowa limited liability company (“Developer”), did on or about the ____ day of _____, 2023, make, execute, and deliver a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 619:

The Easterly Fourteen (14) feet of Lot Eight (8), and the Westerly Twenty-nine (29) feet and Five-Sevenths (5/7) inch of Lot Nine (9), all in Block Ninety-four (94) in the City of Keokuk in Lee County, Iowa

Lot 623:

The Easterly Twenty-one (21) feet Five and One-sevenths (5-1/7) inches of the Westerly Thirty-five (35) feet Eight and Four-sevenths (8-4/7) inches of Lot Eight (8), Block Ninety-four (94), in the City of Keokuk, Lee County, Iowa

Lot 625:

The Southeasterly Six (6) feet of Lot Seven (7) and the Northwesterly Fourteen and Twenty-nine Hundredths (14.29) feet of Lot Eight (8) in Block Ninety-four (94) in the Original City of Keokuk, Lee County, Iowa

Lot 629:

The Westerly Forty-two feet and Ten and Two-sevenths (42’ 10 2/7”) inches of Lot Seven (7), Block Ninety-four (94), Original City of Keokuk, Lee County, Iowa.

(the “Development Property”); and

WHEREAS, the term of the Agreement shall commence on the ____ day of _____, 2023 and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Purchase, Sale, and Development Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Purchase, Sale, and Development Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Keokuk, Iowa.

IN WITNESS WHEREOF, City and Developer have executed this Memorandum of Purchase, Sale, and Development Agreement as of the ____ day of _____, 2023.

[Remainder of page intentionally left blank; signature pages to follow]

(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 _____, 2023, before me a Notary Public in and for said State, personally appeared Kathie Mahoney and Celeste 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

[Signature page to Memorandum of Purchase, Sale, and Development Agreement – City of Keokuk, Iowa]

MBMRE,LLC d/b/a GREEN OAK
DEVELOPMENT,
An Iowa limited liability company

By: _____
Michael Mohrfeld, President

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Michael Mohrfeld, to me personally known, who, being by me duly sworn, did say that he is the President of MBMRE, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said signer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for said state

[Signature page to Memorandum of Purchase, Sale, and Development Agreement – MBMRE, LLC]

DRAFT – DO NOT SIGN UNTIL CLOSING

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City of Keokuk, Iowa, City Hall, 501 Main Street, Keokuk, IA 52632, Attn: City Clerk

**EXHIBIT C
SPECIAL WARRANTY DEED**

For the consideration of \$25,000.00 and other valuable consideration, the **City of Keokuk, Iowa**, (“Grantor”) does hereby convey to **MBMRE, LLC d/b/a Green Oak Development**, an Iowa limited liability company (“Grantee”), the following described real estate in Lee County, Iowa:

Lot 619:

The Easterly Fourteen (14) feet of Lot Eight (8), and the Westerly Twenty-nine (29) feet and Five-Sevenths (5/7) inch of Lot Nine (9), all in Block Ninety-four (94) in the City of Keokuk in Lee County, Iowa

Lot 623:

The Easterly Twenty-one (21) feet Five and One-sevenths (5-1/7) inches of the Westerly Thirty-five (35) feet Eight and Four-sevenths (8-4/7) inches of Lot Eight (8), Block Ninety-four (94), in the City of Keokuk, Lee County, Iowa

Lot 625:

The Southeasterly Six (6) feet of Lot Seven (7) and the Northwesterly Fourteen and Twenty-nine Hundredths (14.29) feet of Lot Eight (8) in Block Ninety-four (94) in the Original City of Keokuk, Lee County, Iowa

Lot 629:

The Westerly Forty-two feet and Ten and Two-sevenths (42’ 10 2/7”) inches of Lot Seven (7), Block Ninety-four (94), Original City of Keokuk, Lee County, Iowa.

This Deed is subject to all the terms, provisions, covenants, conditions, and restrictions contained in the Purchase, Sale, and Development Agreement by and between Grantor and Grantee dated _____, 2023 (“Agreement”), including use restrictions and a Reversionary Right held by Grantor more particularly described in the Agreement and below. The Agreement is incorporated herein by reference and is on file for public inspection at the office of the City Clerk of the Grantor.

Exhibit C-1

Draft Version (6/8/23)

USE RESTRICTION. This conveyance is subject to and conditioned upon the Property being used or developed only for the purposes of the multi-residential Minimum Improvements described in the Agreement, until the Termination Date of the Agreement, unless the governing body of Grantor consents to a different use, development, or purpose.

REVERSIONARY RIGHT. As security for completion of the Minimum Improvements, the City shall hold a right of reversion in the Property (the “Reversionary Right”), which may be exercised by the City, in its reasonable discretion, if: (i) Developer has not completed construction of the Minimum Improvements by July 1, 2024, or (ii) Developer otherwise commits an Event of Default under the Agreement before the completion of the Minimum Improvements. If one of the above conditions occurs, then the City shall automatically be entitled to exercise the City’s Reversionary Right to reacquire title to the Development Property. Developer shall allow no mortgages or liens (including, but not limited to, mechanic’s liens) other than those acknowledged by the City in writing to encumber the Development Property while the City holds its Reversionary Right. To exercise the Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within ninety (90) days of Developer’s failure to perform under this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the Development Property shall automatically revert to the City as of the date of the recording of the notice at no cost to the City. Upon request from the City, Developer shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of Reversionary Rights within sixty (60) days of the City’s demand, including without limitation, the execution of appropriate deeds and other documents releasing any liens or other encumbrances.

None of the provisions of the Agreement shall be deemed merged in, affected by, or impaired by this Deed. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement.

This transfer is exempt under Iowa Code Chapter 428A.2(19).

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____

(SEAL)

CITY OF KEOKUK, IOWA

DRAFT – DO NOT SIGN UNTIL CLOSING

By: _____
Kathie Mahoney, Mayor

ATTEST:

DRAFT – DO NOT SIGN UNTIL CLOSING

By: _____
Celeste El Anfaoui, City Clerk

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared Kathie Mahoney and Celeste 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

[Signature page to Special Warranty Deed]

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the City of Keokuk, Iowa (“City”) and MBMRE, LLC d/b/a Green Oak Development, an Iowa limited liability company (“Developer”), did on or about the _____ day of _____, 2023, make, execute, and deliver a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within City and as more particularly described as follows:

Lot 619:

The Easterly Fourteen (14) feet of Lot Eight (8), and the Westerly Twenty-nine (29) feet and Five-Sevenths (5/7) inch of Lot Nine (9), all in Block Ninety-four (94) in the City of Keokuk in Lee County, Iowa

Lot 623:

The Easterly Twenty-one (21) feet Five and One-sevenths (5-1/7) inches of the Westerly Thirty-five (35) feet Eight and Four-sevenths (8-4/7) inches of Lot Eight (8), Block Ninety-four (94), in the City of Keokuk, Lee County, Iowa

Lot 625:

The Southeasterly Six (6) feet of Lot Seven (7) and the Northwesterly Fourteen and Twenty-nine Hundredths (14.29) feet of Lot Eight (8) in Block Ninety-four (94) in the Original City of Keokuk, Lee County, Iowa

Lot 629:

The Westerly Forty-two feet and Ten and Two-sevenths (42’ 10 2/7”) inches of Lot Seven (7), Block Ninety-four (94), Original City of Keokuk, Lee County, Iowa.

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Pottawattamie County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Signature page follows]

(SEAL)

CITY OF KEOKUK, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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

[Signature page to Certification of Completion]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.6 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on January 1, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(iii) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

MBMRE, LLC
D/B/A GREEN OAK DEVELOPMENT
An Iowa limited company

By: _____

Name: _____

Its: _____

Attachments: Proof of payment of taxes

EXHIBIT F
DOWNTOWN HOUSING AGREEMENT

EXHIBIT G
CATALYST AGREEMENT

02212418-1\10787-092



COUNCIL ACTION FORM

Date: July 3, 2023

Presented By: Broomhall

Subject: Ground Floor dwelling ordinance Agenda Item: 8a

Description:

A public hearing is required for zoning code amendments.

Several zoning amendments were discussed at the June 1, 2023 council meeting/workshop concerning ground floor dwellings and front yard setbacks.

The City Planning Commission met June 26, 2023 to review proposed amendments, recommendations are to approve. Main Street noise was a concern, Planning Commission members discussed sound/noise control features should be implemented.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Set public hearing

Date

June 15, 2023

Recommendation:

Hold public hearing and approve 1st reading.

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NO.

ORDINANCE AMENDING TITLE 20, SECTIONS 20.40.020, 20.44.020, 20.60.040, 20.60.090, 20.60.100 (e) AND 20.68.020. AMENDMENTS ARE IN RELATION TO GROUND FLOOR AND BELOW GRADE DWELLINGS, FRONT YARD SETBACK ADJUSTMENT AND MINIMUM LOT AREA PER FAMILY IN THE GENERAL (C-2) AND CENTRAL BUSINESS DISTRICTS (C 3)

WHEREAS, after publication of notice, the Planning Commission held a public hearing on June 26, 2023 to review requests and take public comment on proposed amendments to Title 20 Zoning, after which the Planning Commission recommended approval to the Keokuk City Council.

WHEREAS, the City Council after holding a public hearing on July 6, 2023 and consideration of the report from the City Planning Commission hereby makes the following amendments to the Keokuk Municipal Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, LEE COUNTY, IOWA, THAT:

Section 1. Subsection 25 is added to Section 20.40.020, (C-2, General Commercial Use Regulations) of the Keokuk Municipal Code to read as follows:

25. Ground floor and below grade dwellings as provided in Section 20.68.020 (28).

Section 2. Subsection 20 is added to Section 20.44.020, (C-3, Central Business District Use Regulations) of the Keokuk Municipal Code to read as follows:

20. Ground floor and below grade dwellings as provided in Section 20.68.020 (28).

Section 3. Subection 1 of Section 20.60.040 (Front yards), of the Keokuk Municipal Code is amended to read as follows:

(1) In any R or C-1 district, where forty percent or more of the frontage on the same side of a street between two intersection streets is developed with buildings that have observed a front yard greater in depth than required in this title, new buildings shall not be erected closer to the street than the average front yard so established by the existing buildings;

Section 4. Amend the Keokuk Municipal Code, Section 20.60.090 Table of Height and Area Requirements, Rows C-2 General Commercial and C-3 Central Business District, Column Minimum Lot area Per Family by removing “Same as R-4” and replace to read as follows:

1-F – 6,500

2-F – 4,350

M-F – 750

Section 5. Subsection (e) of 20.60.100 (prohibiting ground floor and below grade units within a specific area) is repealed.

Section 6. Subsection 28 is added to Section 20.68.020, (Designated Special Use) of the Keokuk Municipal Code to read as follows:

(28) Ground floor and below grade dwellings in C-2 General Commercial and C-3 Central Commercial District provided the following standards are met as indicated on an application containing the following information:

This section establishes adaptive reuse, development and design standards and procedures for ground floor or below grade dwelling units within a C-2, General Commercial and C-3, Central Commercial Zoning District.

(a) Permit Required.

No dwelling or multiple dwellings, as defined in Title 20, shall be permitted within a C-2 and C-3 zoning district that is on the ground floor and/or below grade of any existing or new building unless a special use permit is obtained through the Board of Adjustment.

(b) Development and Design Standards.

(1) Site, floor and elevation plans shall be reviewed and approved by the Keokuk Architectural Design Committee.

(2) An allowable use other than residential must account for a floor area equal to at least 50% of the total ground-floor area of all buildings on the property, unless otherwise granted an exception by the Board of Adjustment. In this instance, the term ‘property’ shall refer to either an individual lot, or multiple adjoining lots under common ownership, which all constitute part of the same development project.

(3) Upper story residential units shall be a component of a development project;

(4) Mixed use development projects along the Main Street District corridor shall maintain a commercial appearance that is consistent with the historic character of the District.

(5) Whenever the front wall of the building corresponds with or is within 10 feet of the front lot line, and one or more residential units are located in that portion of the building that is directly adjacent to the front wall, the following shall apply:

- a) Window and door glazing for residential units on the ground floor/below grade shall be translucent, i.e., tinted, glass block, etc.
- 6) A commercial awning or canopy shall be installed at windows/doors directly adjacent to the public way of ground floor dwellings units.
- 7) As it pertains to this section public sidewalk adjacent to ground floor dwellings may only be used for benches, flower pots or appropriate outdoor décor and only when approved by the City Council.

(c) Ground floor residential units with elevated stoops are required to obtain a special use permit. Subsection (b) (2), (5), (6) are exempt from Development and Design Standards.

Section 7. Severability.

If any section, provision or part of the ordinance codified in this chapter shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 8. Repealer Clause.

All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 9. Effective Date.

This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Initial passage by the Council on the 6th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. Mahoney, Mayor

Attest: _____

Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: July 6, 2023

Presented By: O'Donnell

Subject: Amending Sec. 13.08.060 KMC Agenda Item: _____

Description:

On May 18, 2023, the City Council approved and adopted an ordinance revising parts of Chapter 13 of the Keokuk Municipal Code. Within that ordinance, the Council increased the Class II Sewer Rates. The language, based on the existing ordinance, set the rate as \$7.36/unit with the unit defined as 750 gallons or 100 cubic feet. Keokuk Municipal Waterworks, at the time of the last change to the rates, has been charging by 1,000 gallons used. If the revised ordinance was followed as written, the increase would be closer to 47% instead of the intended 10%.

Staff calculated the increased rate based upon average annual receipts and the change should not affect projections. By amending Sec 13.08.060 to read per thousand gallons, the rates will conform to how they have been billed in the past.

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

Adopt Ordinance Amending Chapter 13 KMC

Date

May 18, 2023

Recommendation:

Staff recommends the ordinance and that the City Council pass all three readings at this meeting to have rates effective for July.

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.08.060 CLASS II RATES

WHEREAS previously, the City Council of the City of Keokuk passed and adopted 13.08.060 Class II Rates; and

WHEREAS, the City Council now finds it is desirable to update the above mentioned Section to correct billing unit language.

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

SECTION 1. Section 13.08.060 is hereby amended as follows:

13.08.060 Class II rates.

Rates for the class II users shall be seven dollars and thirty-six cents per thousand gallons per month on usage over the minimum rate allowance based on actual or estimated monthly water meter readings. The minimum monthly rate for class II users shall be thirty-three dollars and forty-two cents based on two thousand gallons.

SECTION 2. SEVERABILITY CLAUSE – If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

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

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. MAHONEY, MAYOR

ATTEST: _____
CELESTE ELANFAOUI,
CITY CLERK

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

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. MAHONEY, MAYOR

ATTEST: _____
CELESTE ELANFAOUI,
CITY CLERK

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

AYES - _____ NAYS - _____ ABSENT - _____

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

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. MAHONEY, MAYOR

ATTEST: _____
CELESTE ELANFAOUI,
CITY CLERK

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



COUNCIL ACTION FORM

Date: July 6, 2023

Presented By: O'Donnell

Subject: Hotel/Motel Funding Request Agenda Item: _____

Description:

The Lake Cooper Foundation is requesting \$5,000 in Hotel/Motel Funds for the Big Dam Street Festival. The adopted FY 23/24 budget does have \$10,000 in discretionary funds allocated for these types of requests.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-490-6380 Title: Miscellaneous

Amount Budgeted: 10,000

Actual Cost: 5,000

Under/Over: \$5,000

Funding Sources:

Hotel/Motel Tax

Departments:

Hotel/Motel

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:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING ALLOCATION OF HOTEL/MOTEL TAX
RECEIPTS**

WHEREAS, the City Council of Keokuk, Iowa has adopted an annual operating budget for FY 23/24; and

WHEREAS, said budget provides for \$10,000 in discretionary funds to be used for community events or projects; and

WHEREAS, the Lake Cooper Foundation is requesting \$5,000 to assist in funding the Big Dam Street Festival.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that \$5,000 of the Hotel/Motel discretionary appropriation be allocated to the Lake Cooper Foundation.

PASSED, APPROVED, AND ADOPTED this 6th day of July 2023.

Mayor– K.A. Mahoney

ATTEST:

City Clerk- Celeste ElAnfaoui

Dear: Cole, Mayor Kathy, and the Keokuk City Council

I am writing you today to consider donating to us again this year.

We are requesting \$5000.00

We will be at the riverfront again this year !

**We have a new carnival this year. They are a great family ran
Carnival .They will provide 15 rides, 5 games, and 2 food trailers.
Will be doing pedal car racing again this year.**

Once again we are having free music all weekend.

**We are hoping the Rotatary will be doing "Wine over the bridge"
with us this year !**

Jackson Township Fire Dept. is doing Bingo.

**We are adding October fest event on Saturday sponsored by
Golden Eagle ! Will include beer sampling, brats, Caramel apples
and more !**

If you have any questions please let me know !

The dates are: October 5-7,Thursday-Saturday

We are thrilled to continue this event !

With your help we will continue for years to come !

Thanks in advance,

Doug Matlick

Vice President Lake Cooper Foundation



COUNCIL ACTION FORM

Date: July 6, 2023

Presented By: O'Donnell

Subject: Survey and Platting Proposal Agenda Item: _____

Description:

The cleanup of the Elekem-Carbide site is split into several phases. Each phase will need to be subdivided and platted. As we have received the EPA grant for Plat One, the area needs to be formally platted. Additionally, the next section needs to have a Plat of Survey in order to apply for grants.

Proposals were sought from several firms and two were received (see attached tabulation). Shoemaker-Haaland submitted the lowest cost proposal.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

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

Amount Budgeted: \$0

Actual Cost: \$19,300

Under/Over: (\$19,300)

Funding Sources:

TIF _____

Departments:

Capital Projects _____

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

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 _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING PROPOSAL FOR PLATTING AND
SURVEY**

WHEREAS, the City of Keokuk, Iowa has received a US EPA Brownfield Cleanup Grant for Plat One of the Elkem-Carbide property; and

WHEREAS, it is necessary to subdivide, and plat said Plat 1; and

WHEREAS, Request for Proposals for surveying and platting have been solicited and received; and

WHEREAS, Shoemaker-Haaland has submitted a qualified proposal.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA; that the proposal for Survey and Platting of Plat One, Elkem-Carbide Site from Shoemaker-Haaland is approved.

PASSED, APPROVED, AND ADOPTED this 6th day of July 2023

K.A. Mahoney, Mayor

Attest: Celeste El Anfaoui, City Clerk

ELKEM-CARBIDE PLATTING PROPOSALS:

	Shoemaker Haaland	McClure
Preliminary Survey (Phase 1) lump sum cost	<u>\$7,500</u>	<u>\$11,830</u>
Preliminary Plat (Phase 1) lump sum cost	<u>\$3,200</u>	<u>\$7,950</u>
Final Plat (Phase 1) lump sum cost	<u>\$3,200</u>	<u>\$9,120</u>
Plat of Survey (Phase 2) lump sum cost	<u>\$5,400</u>	<u>\$3,100</u>
Additional Itemized costs	<u>\$0</u>	<u>\$800</u>
Total	<u>\$19,300</u>	<u>\$32,800</u>



2021 Main Street
Keokuk, IA 52632
319.524.2883

June 27, 2023

Cole S. O'Donnell
City Administrator
City of Keokuk
501 Main Street
Keokuk, IA 52632

Re: Elkem - Carbide - Brownfield Redevelopment / Response to RFP dated June 26, 2023

Cole,

Thank you for your RFP requesting Shoemaker - Haaland to provide surveying and platting services on the above referenced project.

It is our understanding that Lot 1 on the attached Exhibit is Phase 1 in the RFP, and the survey and platting do not pertain to Lots 2 thru 6 in the scope. Also, Phase 2 is Lot 2 on the Exhibit (*Ariel provide by the City of Keokuk in RFP request*).

We agree to attend two City staff meetings, one City P&Z meeting and one City Council meeting. Additional meetings will be invoiced hourly.

We agree to provide the surveying and platting deliverables in accordance with the scope you stipulated as follows:

Preliminary Survey (Phase 1) lump sum cost:	\$ 7,500.00
Preliminary Plat (Phase 1) lump sum cost:	\$ 3,200.00
Final Plat (Phase 1) lump sum cost:	\$ 3,200.00
Plat of Survey (Phase 2) lump sum cost:	\$ 5,400.00
<i>(The above does not include any municipal/ county submittals or preliminary stages)</i>	

Itemized additional costs: None

Ability to meet timeline: Field surveys can commence upon your NTP if received on or before July 7, 2023. Delays beyond that date may jeopardize the completion date. If public notice publication dates shorten the time frame, that may also jeopardize the time frame. The City must supply all documentation and consultation requested by the Consultant within 48 hours of request. Utility locates may not be completed in a timely matter, and the Consultant gives no expectation or guarantee of precise locations or elevations. Private on-site utilities are not usually located by Iowa

One Call, and the Consultant accepts no liability for unknown or unmarked installations. The City shall prepare all Platting legal documents as specified by the Code of Iowa.

We appreciate this opportunity to provide this proposal and look forward to working with your team on this project now and in the future if chosen.

Thank you for your inquiry.

Regards,



Adam Price, PLS

Keokuk Survey Department Manager

Shoemaker - Haaland Professional Engineers

2021 Main Street

Keokuk, IA. 52632

Office: 319 - 524 - 2883

Cell: 319 - 774 - 2382

ACKNOWLEDGEMENT:

As Agent for The City of Keokuk, I have read and agree to the terms of this Proposal, and hereby give Shoemaker - Haaland Engineers Notice to Proceed as specified herein, subject to the Terms and Conditions included herein.

By:

Date

Proposal for Professional Services

June 25, 2023

Cole O'Donnell, City Administrator
City of Keokuk
501 Main Street
Keokuk, Iowa 52632
O: 319-524-2050 (Ext. 2205)
E: codonnell@cityofkeokuk.org

Re: Platting at 365 Carbine Lane, Keokuk, Iowa

Dear Cole,

We are pleased to submit to you on this 25th day of June 2023, a letter of agreement by and between McClure, hereinafter referred to as "MEC", and the City of Keokuk, hereinafter referred to as "the Client", to provide the following services:

Preliminary Survey (Phase 1) – Perform a preliminary survey of the Phase 1 area to be used for the preliminary plat & final plat for Phase 1. Preliminary survey to be a combination of lidar, aerial imagery from a drone, and traditional survey methods. Preliminary survey to be billed at a lump sum of **\$11,830**.

Preliminary Plat (Phase 1) – Prepare a Preliminary Plat that conforms to City of Keokuk & Iowa Code requirements. Attending meetings with staff from City of Keokuk. Preliminary Plat to be billed at a lump sum of **\$7,950**. Target P&Z date 8/17/2023. Target City Council date 9/7/2023.

Final Plat (Phase 1) – Prepare a Final Plat that conforms to City of Keokuk & Iowa Code requirements. Attending meetings with staff from City of Keokuk. Final Plat to be billed at a lump sum of **\$9,120**. Target P&Z date 8/17/2023. Target City Council date 9/7/2023.

Plat of Survey (Phase 2) – Prepare of Plat of Survey for the area to be known as Phase 2 (Lot 1 of Plat 1). Survey to conform to City of Keokuk & Iowa Code requirements. Survey to be billed at a lump sum of **\$3,100**. This quote **does not** include attending meetings with staff from the City of Keokuk.

Survey Exhibits – Survey exhibits similar to those previously provided McClure will be billed at a lump sum fee of **\$800** per exhibit.

Submittal Fees – Fees for the submission of the preliminary plans and final plats will be paid by MEC upfront. Submittal fees are a reimbursable expense and will be billed on monthly invoices (if applicable).

Fee Summary Breakdown:

Preliminary Survey (Phase 1) - \$11,860

Preliminary Plan (Phase 1) - \$7,950

Final Plat (Phase 1) - \$9,120

Plat of Survey (Phase 2) - \$3,100

Survey Exhibits - \$800 per Exhibit

Total Project Cost: \$32,830

This proposal does not include scopes/fees for any site design work for the proposed subdivision. This includes but is not limited to Construction Drawings, Site Plans, and Storm Water Management Plans. This proposal does not include fees for legal services required for preparing legal documents & recording of final plat.

Any additional services beyond the scope of services outlined above will be billed separately based upon our current Hourly Rate Schedule (see Exhibit 'A'). Any such work shall be approved by the Client in writing prior to execution. This letter agreement is subject to the attached Standard Terms and Conditions (see Exhibit 'B').

If approved, please sign this letter agreement where noted, return a copy to my attention via email. If you have any questions, please do not hesitate to contact me at my office No. (515) 964-1229. Thank you for considering McClure for your professional land surveying needs.

McClure

City of Keokuk

By: _____

By: _____

Patrick Shelquist, Project Manager

Cole O'Donnell, City Administrator



TO: Mayor and Council
FROM: Cole S. O'Donnell
DATE: June 12, 2023
RE: Committee Nominations

VETERANS MEMORIAL COMMISSION (Final notification. Vote required.)
(5 YEAR TERM)

William Smith	Term to expire 06/01/28
John Shields	Term to expire 06/01/28
Kimberly Phillips	Term to expire 06/01/28

DEPOT COMMISSION (Second notification. No vote required.)
(4 YEAR TERM)

Dustin Cackley	Term to expire 06/01/2025
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AIRPORT COMMISSION (First notification. No vote required.)
(6 YEAR TERM)

Paul Schulte	Term to expire 10/22/2028
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Mayoral Appointments

KEOKUK PUBLIC LIBRARY BOARD
(6-YEAR TERM)

Rex Muston	2 nd Term to expire 7/01/2029
Susan Morgan	1 st Term to expire 7/01/2029



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: July 3, 2023

RE: Administrator's Report

1. Elkem Site Selection Request: LCEDG reported that the Elkem site is one of two sites still being considered. We are hoping for a site visit that will allow us to showcase the possibilities for the property.
2. Hospital Update: Insight has hired Carl A. Nelson to evaluate the building and give "round" numbers for necessary improvements to meet code. Those numbers should be received within the next few weeks. Additional funding sources are being sought. The State has a rural health grant that is \$250,000 for three years but only two awards will be made. Additionally, Insight is looking at a \$2 million USDA loan. The terms would be 0% for ten years. A rural cooperative utility needs to sponsor the application. Access Cooperative is willing to be the sponsor as part of helping the region. A second site visit is likely in July.
3. Storm Damage: Damage to City facilities was light. Of course the cemetery and Rand Park had extensive damage to trees and the stop lights at Taco Bell/Walmart suffered a lightning strike. All the wiring in the controller box is burnt. Staff has placed stop signs at the intersection. Parts will take several weeks to arrive. Crews will be working to pick up debris for many weeks. Next week we will allow for residents to drop off limbs and brush at the old landfill by the Sanitation Department.

AGENDA
COUNCIL WORKSHOP
July 6, 2023
IMMEDIATELY FOLLOWING REGULAR MEETING

1. Blue Line Solutions.
2. Bristola Presentation.

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY ADDING A NEW SECTION FOR AUTOMATED TRAFFIC ENFORCEMENT

BE IT ENACTED by the City Council of the City of Prairie City, Iowa:

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Prairie City, Iowa, is amended by adding a new Section 70.07, entitled AUTOMATED TRAFFIC ENFORCEMENT, which is hereby adopted to read as follows:

70.07 AUTOMATED TRAFFIC ENFORCEMENT. The City of Prairie City, in accordance with its police powers, may deploy, erect or cause to have erected an automated traffic enforcement system for making video and/or photographic images of vehicles that fail to obey speed regulations at locations in the City designated by the City Administrator or designee. The system may be managed by a private contractor that owns and operates the requisite equipment, with supervisory control vested in the City's Police Department. Video and/or photographic images shall be provided to the City's Police Department by the contractor for review. The City's Police Department will determine which vehicle owners are in violation of the Prairie City Traffic Code and are to receive a notice of violation for the offense.

1. Definitions. The following terms are defined as used in this section:

- A. "Automated traffic citation" means a notice of fine generated in connection with the automated traffic enforcement system.
- B. "Automated traffic enforcement contractor" means the company or entity, if any, with which the City contracts to provide equipment and/or services in connection with the automated traffic enforcement system.
- C. "Automated traffic enforcement system" (ATE system) shall mean an electronic system consisting of photographic, video, and/ or electronic camera(s) and a vehicle sensor(s) installed to work in conjunction with an official traffic controller or Police Department employee(s) to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control device or speed restriction.
- D. "Vehicle owner" means the person or entity identified by the Iowa Department of Transportation, or registered with any other State vehicle registration office, as the registered owner of a vehicle.

2. Vehicle Owner's Civil Liability for Certain Traffic Offenses.

- A. The vehicle owner shall be liable for a fine as provided in the table below if such vehicle travels at a speed above the established limit. The fine for any violation committed in a designated "road work zone," as defined by the City's Code of Ordinances Subsection 63.04(6), shall be doubled, as identified below. Fines are payable to the City of Prairie City.

Speed Over the Limit in Miles Per Hour (MPH)	Civil Fine	If in a Road Work Zone
1 through 14 MPH	\$100	\$200
15 through 19 MPH	\$200	\$400
20 MPH and over	\$400	\$800

- B. The violation may be exempted from liability as outlined in this section, and other defenses may be considered in connection with the appeals process.
 - C. An automated traffic citation will not be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the vehicle owner's driving record.
3. Notice of Violation. A notice of any automated traffic citation will be mailed to the vehicle owner. The automated traffic enforcement contractor shall mail the notice within 30 days after the City Police Department determines a violation of the Prairie City Traffic Code has occurred. The notice shall include the name and address of the vehicle owner; the vehicle make, if available and readily discernible, and registration number; the violation charged; the time; the date; the location of the alleged violation; the applicable fine; information on how to contest the notice on its merits; and that the basis of the notice is a photographic record obtained by an automated traffic enforcement system.
4. Contesting an Automated Traffic Citation. A vehicle owner who has been issued an automated traffic citation may contest the citation as follows:
 - A. By submitting, in a form specified by the City, a request for an administrative review to be held by a designated Officer of the City Police Department ("Reviewing Officer"). Such a request must be filed within thirty (30) days from the date of the first notice of the automated traffic citation sent to the vehicle owner. The Reviewing Officer may either uphold or dismiss the automated traffic citation and shall mail its written decision within ten (10) days after the review to the address provided on the request for the review. If the citation is upheld, then the Reviewing Officer shall include in its written decision a date by which the fine must be paid. The vehicle owner shall either pay the fine or may submit a request pursuant to the paragraph B of this subsection.
 - B. By submitting, in a form specified by the City, a request that—in lieu of the automated traffic citation—a municipal infraction citation be filed with the Small Claims Division of the Iowa District Court in Jasper County. Such a request will require the vehicle owner to file an answer and appearance with the Clerk of Court for the matter to be set for trial. If at trial the Court finds the vehicle owner guilty of the municipal infraction, State-mandated court costs and municipal infraction penalties may be added to the amount of the fine imposed by this section.
5. Exceptions to Owner Liability. There shall be no liability pursuant to this section if:
 - A. The operator of the vehicle in question was issued a uniform traffic citation for the violation pursuant to the Section 70.01 of this Code of Ordinances or Chapter 321 of the *Code of Iowa*; or

- B. The violation occurred at any time after the vehicle in question or its State registration plates were reported to a law enforcement agency as having been stolen; provided, however, the vehicle or its plates had not been recovered by the vehicle owner at the time of the alleged violation; or
 - C. The vehicle in question was an authorized emergency vehicle engaged in an official act; or
 - D. The officer inspecting the recorded image determines that the vehicle in question was lawfully participating in a funeral procession; or
 - E. The officer inspecting the recorded image determines that the vehicle in question entered the intersection in order to yield the right-of-way to an emergency vehicle.
6. Failure to Pay or Appeal in a Timely Manner. If the recipient of an automated traffic citation either does not pay the civil penalty when due or does not contest the automated traffic citation as provided herein, the City may file a civil municipal infraction citation, which shall be served and filed with the courts in the manner prescribed by the applicable provision(s) of this Code. Such municipal infraction citation may seek a penalty and/or additional relief to the extent permitted by law. If at trial the Court finds the vehicle owner guilty of the municipal infraction, State-mandated court costs will be added to the amount of the fine imposed by the applicable provision(s) of this Code.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect _____ after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Chad D. Alleger - Mayor

ATTEST:

Cindy Kane - City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

Cindy Kane - City Clerk

ORDINANCE NO. 024-19

AN ORDINANCE AMENDING CHAPTER 61 OF THE CEDAR RAPIDS
MUNICIPAL CODE BY DELETING SECTION 61.138 THEREFROM AND
ENACTING IN ITS PLACE A NEW SECTION 61.138 REGARDING
AUTOMATED TRAFFIC ENFORCEMENT AND THE MEANS FOR
CHALLENGING AN AUTOMATED TRAFFIC CITATION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that Chapter 61 of the Cedar Rapids Municipal Code, specifically Section 61.138, is amended as follows:

Section 1. Having been presented with information and opinions concerning Automated Traffic Enforcement (“ATE”), the Cedar Rapids City Council finds as follows:

The use of ATE advances public interests of traffic safety and safety of emergency responders, as well as the interests of Cedar Rapids taxpayers in cost effective enforcement of traffic laws;

The use of ATE devices which capture an image of only the rear license plate strikes a desirable balance between the above stated public interests and privacy interests of the motoring public;

The National Law Enforcement Telecommunications System (“Nlets”) is a cost effective means for determining ownership of vehicles detected as traveling in violation of traffic laws within the city limits of Cedar Rapids; and

The technology underlying ATE is self-calibrating and reliable, and its accuracy is readily verifiable.

Section 2. Section 61.138 of the Cedar Rapids Municipal Code is hereby deleted and the following is enacted in lieu thereof:

“61.138 - AUTOMATED TRAFFIC ENFORCEMENT.

- (a) **General.** In accordance with its police powers, the City may deploy, erect or cause to have erected an automated traffic enforcement system for capturing images of motor vehicles that violate traffic laws by failing to obey red light traffic signals at intersections designated by the city manager or designee or failing to obey speed regulations within the city. The system may be managed by a private contractor that owns and operates the requisite equipment. The police department shall retain supervisory control over the system. The contractor shall provide photographic and/or video images of any potential violations to the police department to review and, in the event the police department determines a vehicle was operated in violation of the city's traffic control ordinances, the police department shall direct that a notice of Automated Traffic Citation be issued to the vehicle owner in accordance with this §61.138.

(b) **Definitions.**

1. **Automated Traffic Citation** shall mean a notice of violation generated in connection with the automated traffic enforcement system.

2. **Automated Traffic Enforcement Contractor** shall mean the company or entity, if any, with which the City of Cedar Rapids contracts to provide equipment and/or services in connection with the Automated Traffic Enforcement System.
3. **Automated Traffic Enforcement System** shall mean an electronic system consisting of a photographic, video, or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic controller or police department employee to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control device or speed restriction.
4. **Vehicle Owner** shall mean the person or entity identified by the Iowa Department of Transportation, or identified by any other state vehicle registration office, as the registered owner of a vehicle detected violating a traffic law by failing to obey red light traffic signals at intersections designated by the city manager or official designee or failing to obey speed regulations within the City. Notwithstanding the foregoing, in the event the Iowa Department of Transportation or any other state vehicle registration office identifies a person or entity as the lessee of the vehicle, that lessee shall be the vehicle owner for purposes of this §61.138. In the event a state registration office does not specify whether a person or entity listed on the registration for the vehicle is the owner or the lessee of the vehicle, any person or entity listed on that vehicle registration may be deemed the vehicle owner and held jointly and severally responsible for a violation of this section.

(c) **Vehicle Owner Subject to Civil Fine for Automated Traffic Citations.**

1. If a vehicle is detected crossing a marked stop line or the intersection plane at a system location when the traffic signal for that vehicle's direction is emitting a steady red light or arrow, the Vehicle Owner shall be subject to a civil fine as scheduled below in subsection 61.138(d).
2. If a vehicle is detected traveling at a speed above the posted limit, the Vehicle Owner shall be subject to a civil fine as scheduled below in subsection 61.138(d).
3. Exemptions from this §61.138 are set forth in subsection 61.138(g), and shall not be considered violations for purposes of the Automated Traffic Enforcement System.
4. In no event will an Automated Traffic Citation be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the Vehicle Owner's driving record.

(d) **Notice of Automated Traffic Citation; Fines.**

1. Upon a Cedar Rapids Police Officer's determination that the Automated Traffic Enforcement System has detected a violation described in subsections 61.138(c)(1) or (2), a notice of an Automated Traffic Citation will be mailed to the Vehicle Owner for each such violation recorded by the Automated Traffic Enforcement System. The Automated Traffic Enforcement Contractor shall mail the notice within 30 days after receiving information about the Vehicle Owner. The notice shall include the name and address of the Vehicle Owner; the vehicle make, if available and readily discernable; the vehicle registration number; the violation alleged; the time, date and location of the alleged violation; the applicable fine; information as to the manner in which the Automated Traffic Citation may be challenged; and that the basis of the notice is a photographic or video record generated by an Automated Traffic Enforcement System.
2. Any violation of subsection 61.138(c)(1). above shall be subject to a civil fine of one hundred dollars.

3. Any violation of subsection 61.138 (c.)(2). above shall be subject to a civil fine as scheduled in the table below, and the fine for any violation committed in a designated construction zone (as provided by the Code of Iowa), shall be doubled, as scheduled below, subject in any event to the limit on fines sought in municipal infractions.

Speed over the limit	Civil Fine	If in Construction Zone
1 through 5 miles per hour ("MPH")	\$25	\$50
6 through 10 MPH	\$50	\$100
11 through 20 MPH	\$75	\$150
21 through 25 MPH	\$100	\$200
25 through 30 MPH	\$250	\$500
Over 30 MPH	\$500	\$750

- (e) **Challenging an Automated Traffic Citation.** Within 30 days from the date appearing at the top of a notice of Automated Traffic Citation sent to the Vehicle Owner, the Vehicle Owner may either pay the fee associated with the citation or challenge the citation by submitting a written challenge to the citation or requesting that a municipal infraction be filed pursuant to Iowa Code §364.22. Any such written challenge or request must be on a form specified by and available from the City as indicated on the notice, and be sent to the City according to the instructions on that form. Upon receipt of a written challenge, a Cedar Rapids Police Officer shall determine whether the citation should be rescinded. Within 30 days after the City receives such a challenge, the City shall notify the Vehicle Owner whether the challenge to the Automated Traffic Citation is successful, in which case, the citation shall be rescinded. Otherwise, the citation shall stand. Thereafter, the City may seek voluntary payment and/or file the citation as a municipal infraction against the Vehicle Owner, all as set forth in subsection (f) hereof.
- (f) **Failure to Timely Pay or Challenge Automated Traffic Citation.** If the recipient of an Automated Traffic Citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the Vehicle Owner in accordance with Cedar Rapids Municipal Code §1.12 and §364.22 of the Code of Iowa, seeking judgment for the applicable civil fine provided in subsections 61.138(c) and (d) plus state mandated filing fee and court costs. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment together with interest as permitted by law. Collection of that judgment may include referral to the State of Iowa Income Offset program administered by the Department of Administrative Services, State Accounting Enterprise. Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the Vehicle Owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.
- (g) **Exemptions from Section 61.138.** The following shall not be considered violations for purposes of the Automated Traffic Enforcement System.
 1. The operator of the vehicle in question was issued a uniform traffic citation for the violation in question pursuant to Cedar Rapids Municipal Code Chapter 61 or Chapter 321 of the Code of Iowa).

2. The violation occurred at any time after the vehicle in question or its state registration plates were reported to a law enforcement agency as having been stolen, provided, however, the vehicle or its plates had not been recovered by the Vehicle Owner at the time of the alleged violation.
3. The vehicle in question was an authorized emergency vehicle.
4. The Cedar Rapids Police Officer inspecting the recorded image determines that the vehicle in question entered the intersection in order to yield the right-of-way to an emergency vehicle.
5. The Cedar Rapids Police Officer inspecting the recorded image determines that the vehicle in question was lawfully participating in a funeral procession.

The foregoing list of exemptions from Section 61.138 shall not be construed as limiting the defenses available to challenge an Automated Traffic Citation or defend a municipal infraction."

Section 3. Separability of Provisions. It is the intention of the Council that each section, paragraph, sentence, clause, and provision of the Ordinance is separable, and, if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof other than that affected by such decision.

Section 4. All ordinances or parts of ordinances in conflict with any provision of this Ordinance are hereby repealed.

Section 5. The changes as provided in this Ordinance shall be made a part of the replacement pages of the Municipal Code, City of Cedar Rapids, Iowa, and made a part of said Code as provided by law.

Section 6. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Introduced this 14th day of May, 2019.

Passed this 28th day of May, 2019.

Voting: Council member Olson (Scott) moved the adoption of the ordinance; seconded by Council member Overland. Adopted, Ayes, Council members Olson (Scott), Olson (Tyler), Overland, Poe, Todd, Vanorny and Weinacht. Abstain, Mayor Hart.



Bradley G. Hart, Mayor

Attest:



Amy Stevenson, City Clerk



Blue Line Solutions, LLC

3903 Volunteer Dr. Suite 400, Chattanooga, TN 37416

Tel: 855-252-0086 Fax: (423) 803-1500

www.bluelinesolutions.org

Keokuk, IA : Hawthorne Elementary School on Messenger Rd.

Speed Data Report

Blue Line Solutions, LLC (BLS) conducted speed studies in Keokuk, IA for Hawthorne Elementary School on Messenger Rd. during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Speed Limit: 25mph

Dates:

Monday 5/15/2023:

Tuesday 5/9/2023:

Wednesday 5/10/2023:

Thursday 5/11/2023:

Friday 5/12/2023:

Times:

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	12:00am – 11:59am		
	<u>Vehicle Count</u>	<u>Speeders</u>	<u>% Speeding</u>
5/9/2023	1740	145	8.33%
5/10/2023	2059	194	9.42%
5/11/2023	1736	152	8.76%
5/12/2023	1894	178	9.40%
5/15/2023	1738	147	8.46%
Totals:	9167	816	8.90%

5 Day Total Vehicle Count

9,167

5 Day Total Speeding Violations Recorded

816

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.



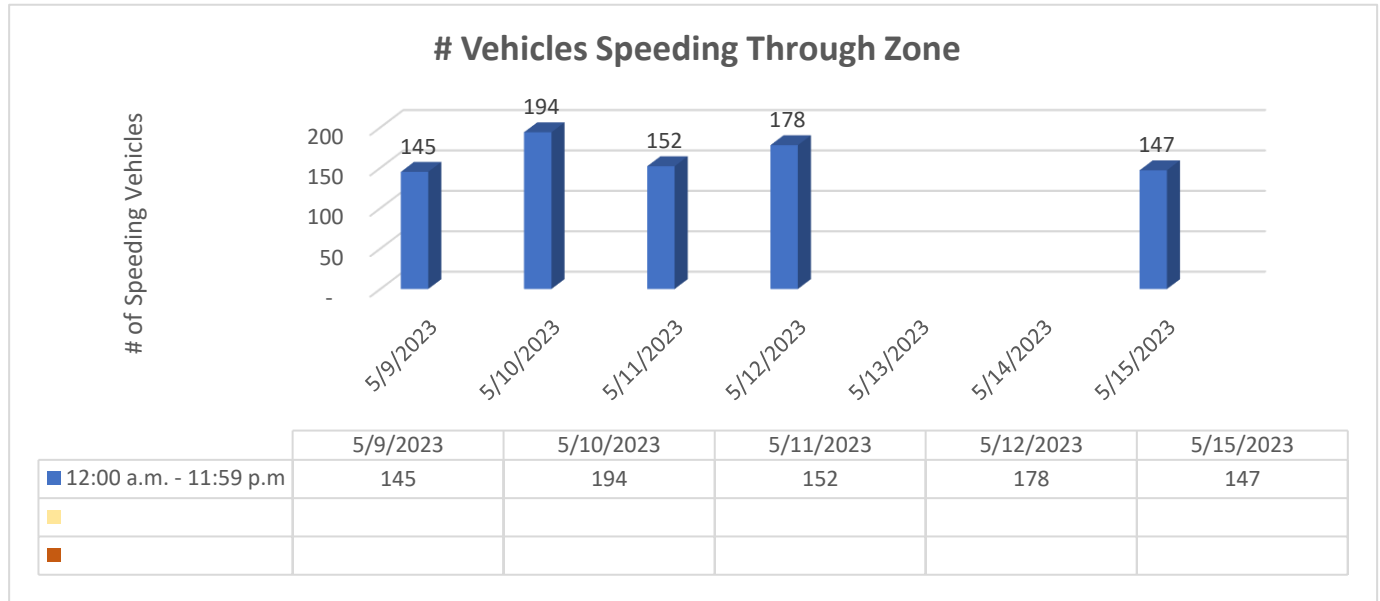
Blue Line Solutions, LLC

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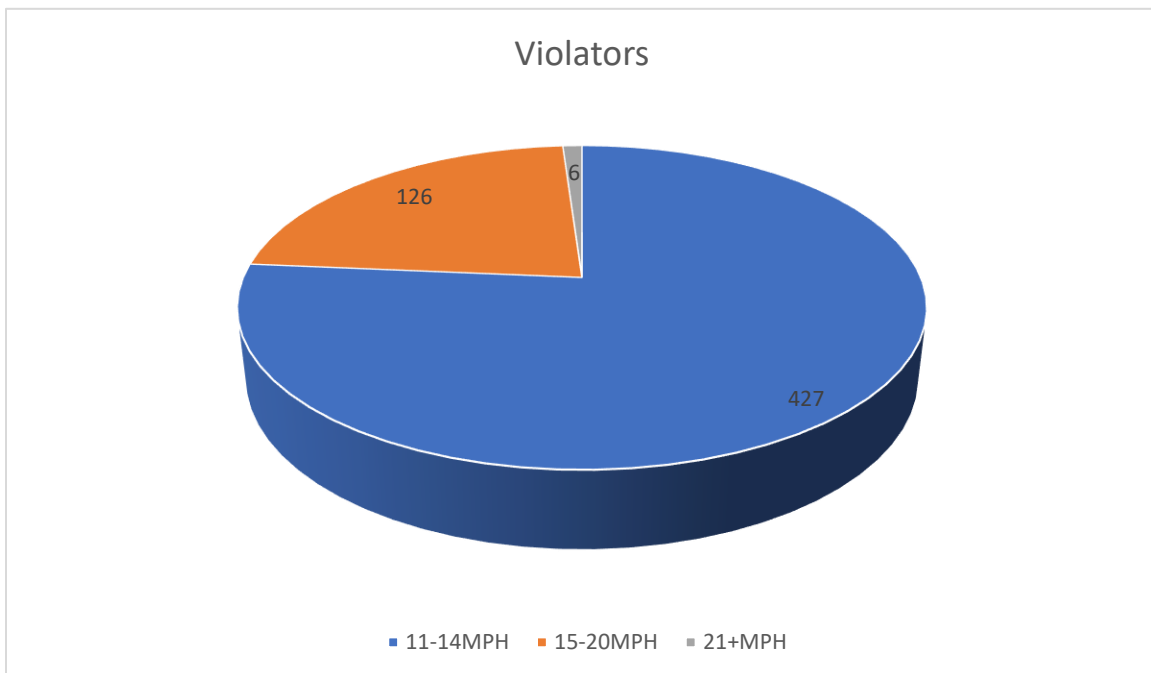
Tel: 855-252-0086 Fax: (423) 803-1500

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The below graph indicates the number of vehicles speeding through the zone at 11+MPH over the speed limit during the times of (12:00am – 11:59pm),



The following depicts the speed range breakdown of violators.





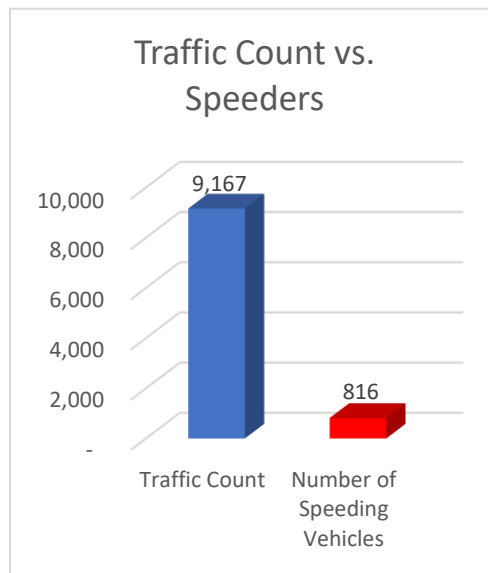
Blue Line Solutions, LLC

3903 Volunteer Dr. Suite 400, Chattanooga, TN 37416

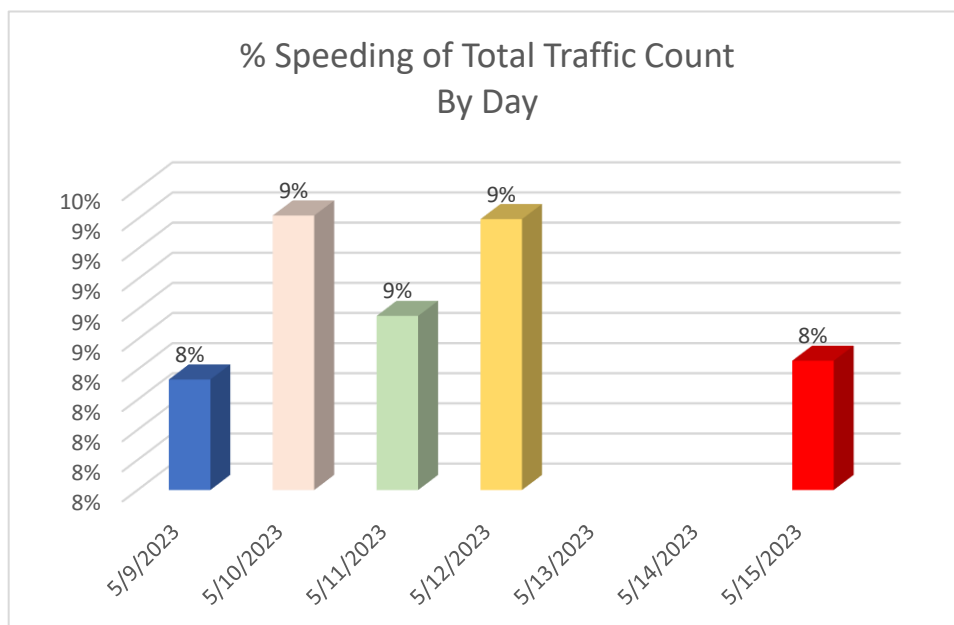
Tel: 855-252-0086 Fax: (423) 803-1500

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The total traffic count during the hours (12:00 a.m. – 11:59 p.m.) was 9,167. Of those, 816 (9%) were speeding 11+MPH above the speed limit.



Data indicates a percentage range of **8-9%** of vehicles traveling through the zone during the hours of (12:00 a.m. – 11:59 p.m.) were speeding in excess of 11+MPH throughout the week.





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IMPORTANT NOTE

*This report is based off the raw data of time and speeds captured from
5/9/2023 – 5/15/2023.*

**All data recorded with Houston Radar Armadillo Tracker may differ from future results due to, public education and information efforts, deployment of radar speed signs upon entrance to the speed zone, and use of L.I.D.A.R (Light Detection and Ranging) Laser enforcement systems.*



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Keokuk, IA : Keokuk Christian Academy on S. 16th St.

Speed Data Report

Blue Line Solutions, LLC (BLS) conducted speed studies in Keokuk, IA for Keokuk Christian Academy on S. 16th St. during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Speed Limit: 35mph

Dates:

Monday 5/15/2023:

Tuesday 5/9/2023:

Wednesday 5/10/2023:

Thursday 5/11/2023:

Friday 5/12/2023:

Times:

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	12:00am – 11:59am		
	<u>Vehicle Count</u>	<u>Speeders</u>	<u>% Speeding</u>
5/9/2023	844	40	4.74%
5/10/2023	1045	27	2.58%
5/11/2023	854	28	3.28%
5/12/2023	906	44	4.86%
5/14/2023	777	26	3.35%
Totals:	4426	165	3.73%

5 Day Total Vehicle Count

4,426

5 Day Total Speeding Violations Recorded

165

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.



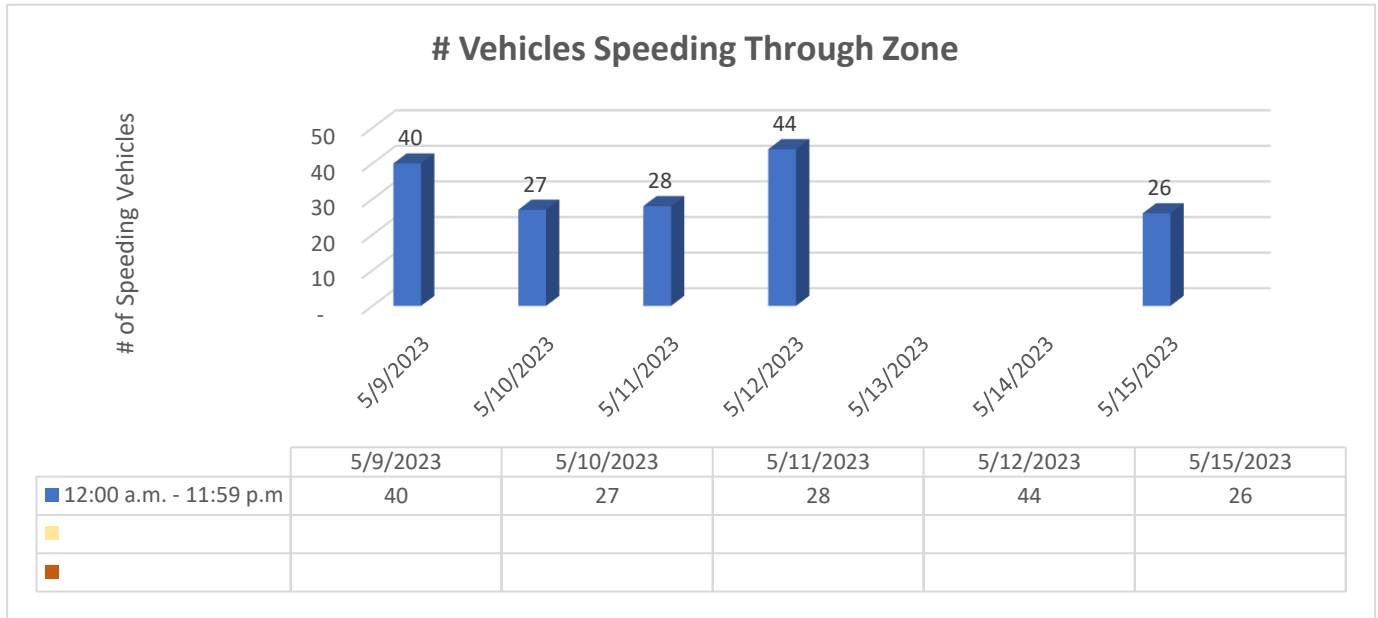
Blue Line Solutions, LLC

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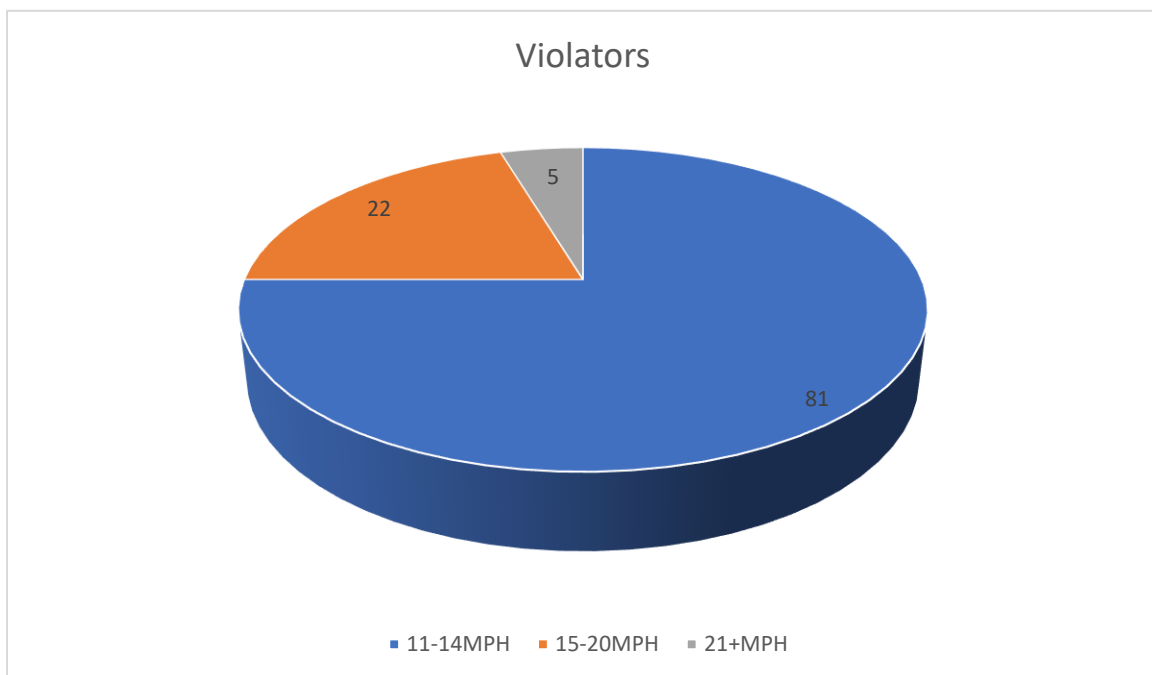
Tel: 855-252-0086 Fax: (423) 803-1500

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The below graph indicates the number of vehicles speeding through the zone at 11+MPH over the speed limit during the times of (12:00am – 11:59pm),



The following depicts the speed range breakdown of violators.





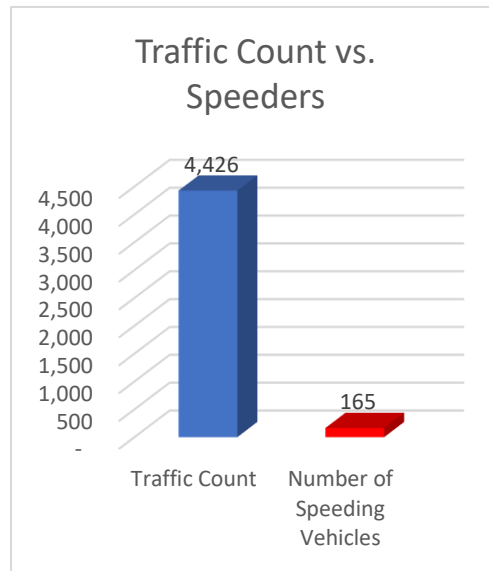
Blue Line Solutions, LLC

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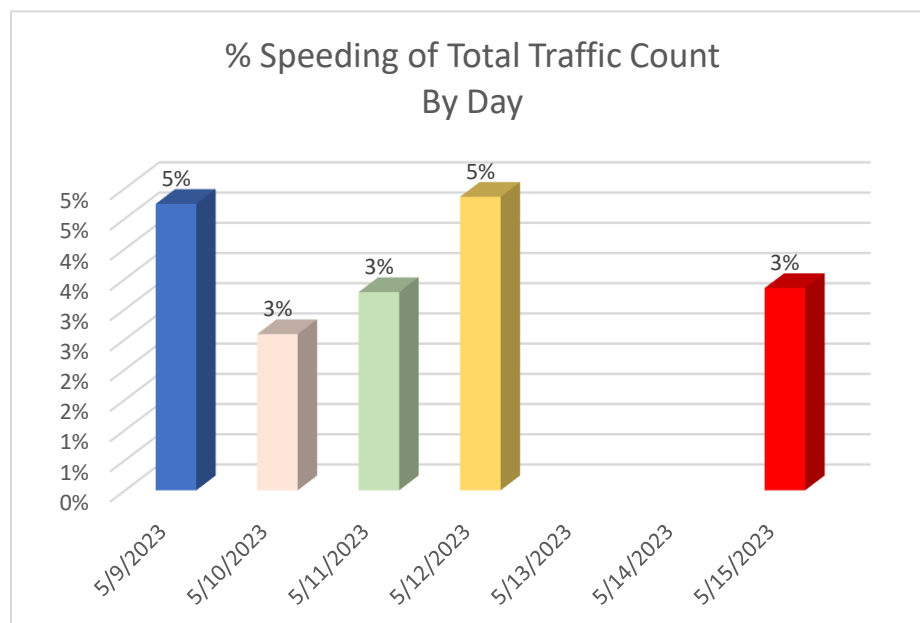
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The total traffic count during the hours (12:00 a.m. – 11:59 p.m.) was 4,426. Of those, 165 (4%) were speeding 11+MPH above the speed limit.



Data indicates a percentage range of **3-5%** of vehicles traveling through the zone during the hours of (12:00 a.m. – 11:59 p.m.) were speeding in excess of 11+MPH throughout the week.





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IMPORTANT NOTE

*This report is based off the raw data of time and speeds captured from
5/9/2023 – 5/15/2023.*

**All data recorded with Houston Radar Armadillo Tracker may differ from future results due to, public education and information efforts, deployment of radar speed signs upon entrance to the speed zone, and use of L.I.D.A.R (Light Detection and Ranging) Laser enforcement systems.*



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Keokuk, IA : Torrence Pre-K on High St.

Speed Data Report

Blue Line Solutions, LLC (BLS) conducted speed studies in Keokuk, IA for Torrence Pre-K on High St. during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Speed Limit: 25mph

Dates:

Monday 5/15/2023:

Tuesday 5/9/2023:

Wednesday 5/10/2023:

Thursday 5/11/2023:

Friday 5/12/2023:

Times:

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	12:00am – 11:59am		
	<u>Vehicle Count</u>	<u>Speeders</u>	<u>% Speeding</u>
5/9/2023	2813	231	8.21%
5/10/2023	2772	192	6.93%
5/11/2023	2840	234	8.24%
5/12/2023	2867	205	7.15%
5/15/2023	2725	201	7.38%
Totals:	14017	1063	7.58%

5 Day Total Vehicle Count

14,017

5 Day Total Speeding Violations Recorded

1063

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.



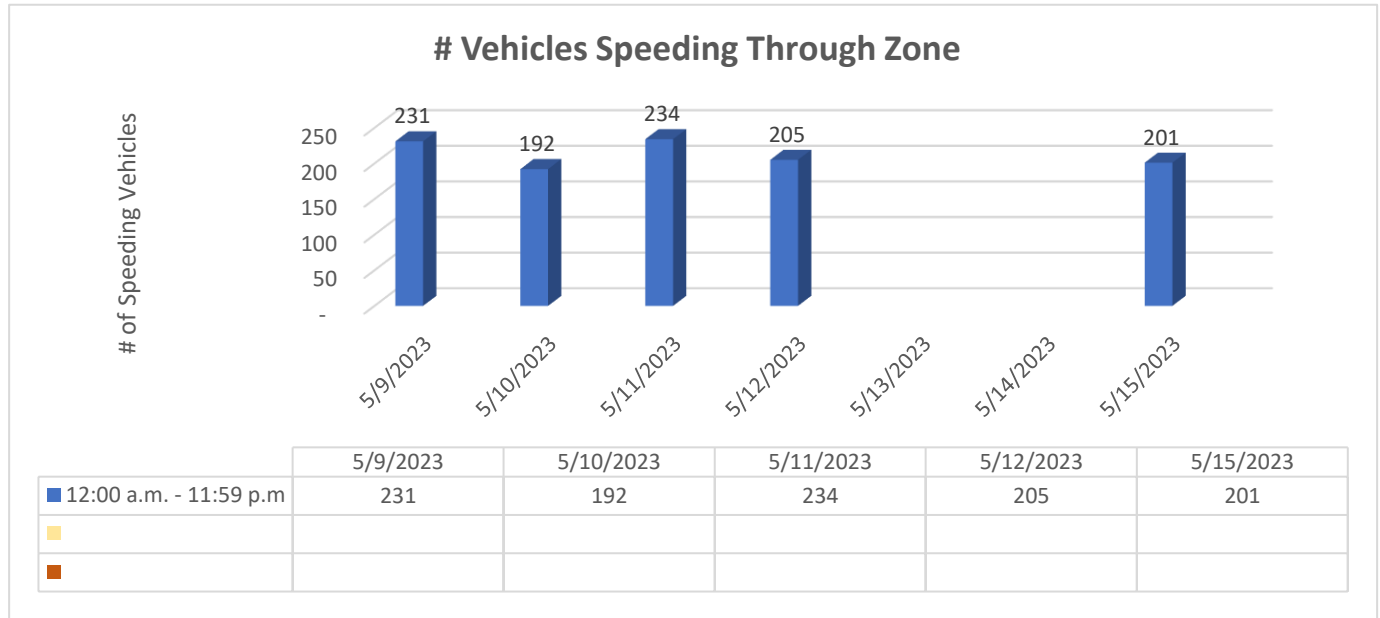
Blue Line Solutions, LLC

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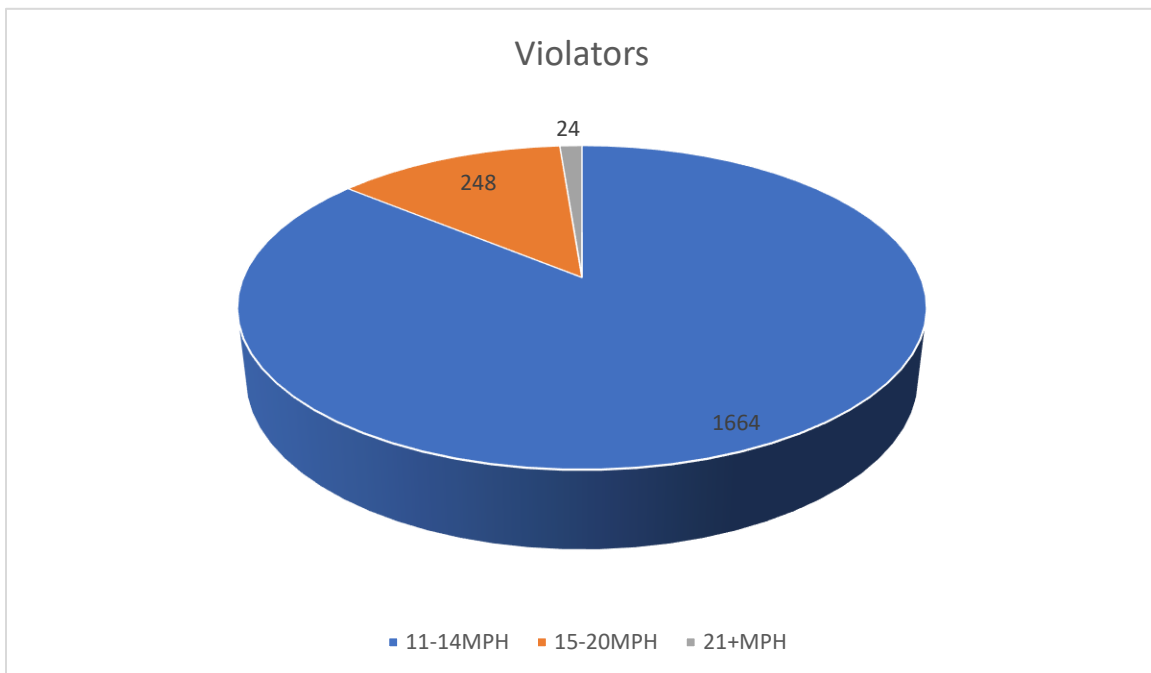
Tel: 855-252-0086 Fax: (423) 803-1500

www.bluelinesolutions.org

The below graph indicates the number of vehicles speeding through the zone at 11+MPH over the speed limit during the times of (12:00am – 11:59pm),



The following depicts the speed range breakdown of violators.





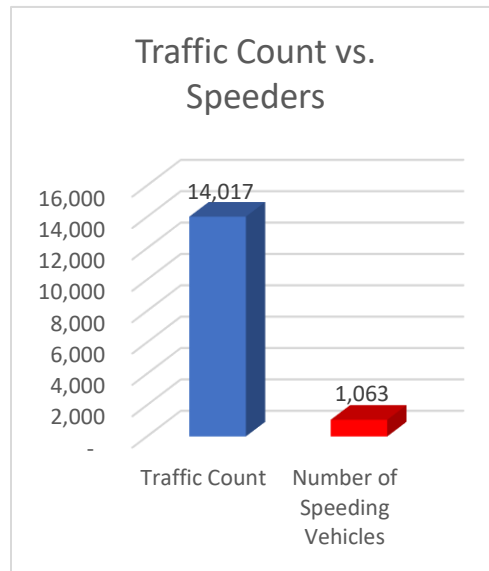
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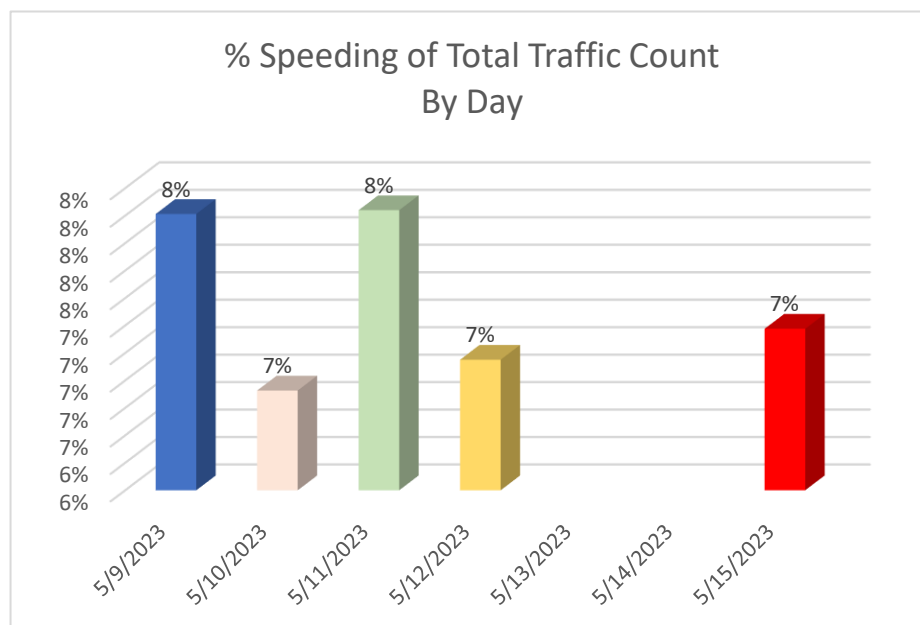
Tel: 855-252-0086 Fax: (423) 803-1500

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The total traffic count during the hours (12:00 a.m. – 11:59 p.m.) was 14,017. Of those, 1,063 (8%) were speeding 11+MPH above the speed limit.



Data indicates a percentage range of **7-8%** of vehicles traveling through the zone during the hours of (**12:00 a.m. – 11:59 p.m.**) were speeding in excess of 11+MPH throughout the week.





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IMPORTANT NOTE

*This report is based off the raw data of time and speeds captured from
5/9/2023 – 5/15/2023.*

**All data recorded with Houston Radar Armadillo Tracker may differ from future results due to, public education and information efforts, deployment of radar speed signs upon entrance to the speed zone, and use of L.I.D.A.R (Light Detection and Ranging) Laser enforcement systems.*

CITY OF BLUE GRASS, IOWA

AMENDMENT 2021-04

An amendment to Title 10 Vehicles and Traffic adding
Chapter 10.07 Automated Traffic Enforcement.

WHEREAS, the City Council of the City of Blue Grass, Iowa after a thorough review and discussion, hereby agrees to amend Title 10 Vehicles and Traffic.

NOW THEREFORE BE IT RESOLVED that the City Council, of the City of Blue Grass, Iowa, hereby amends the Blue Grass Municipal Code, Title 10 Vehicles and Traffic adding Chapter 10.07 Automated Traffic Enforcement as follows:

Chapter 10.07

(Added at its entirety - Amd. 21-04, eff. 03/08/21)

AUTOMATED TRAFFIC ENFORCEMENT

Sections:

- 10.07.010 General.**
- 10.07.020 Definitions.**
- 10.07.030 Vehicle Owner Subject to Civil Fines for Automated Traffic Citations.**
- 10.07.040 Authority to Designate Crosswalks.**
- 10.07.050 Challenging an Automated Traffic Citation.**
- 10.07.060 Failure to Timely Pay or Challenge Automated Traffic Citation.**
- 10.07.080 10.07.080 Exemptions from Section 10.07.060.**
- 10.07.100 Separability of Provisions.**
- 10.07.110 Savings Clause.**
- 10.07.120 Changes.**
- 10.07.140 Full Force and Effect.**

10.07.010 General.

In accordance with its police powers, the City may deploy, erect or cause to have erected an automated traffic enforcement system for capturing images of motor vehicles that violate traffic laws by failing to obey red light traffic signals at intersections designated by the City Council or designee or failing to obey speed regulations within the city. The system may be managed by a private contractor that owns and operates the requisite equipment. The police department shall retain supervisory control over the system. The contractor shall provide photographic and/or video images of any potential violations to the police department to review and, in the event the police departments determines a vehicle was operated in violation of the city's traffic control ordinances, the police department shall direct that a notice of Automated Traffic Citation be issued to the vehicle owner in accordance with this chapter.

10.07.020 Definitions.

Automated Traffic Citation shall mean a notice of violation generated in connection with the automated traffic enforcement system.

Automated Traffic Enforcement Contractor shall mean the company or entity, if any, with which the City of Blue Grass contracts to provide equipment and/or services in connection with the Automated Traffic Enforcement System.

Automated Traffic Enforcement System shall mean an electronic system consisting of a photographic, video, or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic controller or police department employee to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control device or speed restriction.

Vehicle Owner shall mean the person or entity identified by the Iowa Department of Transportation, or identified by any other state vehicle registration office, as the registered owner of a vehicle detected violating a traffic law by failing to obey red light traffic signals at intersections designated by the City Council or official designee or failing to obey speed regulations within the City. Notwithstanding the foregoing, in the event the Iowa Department of Transportation or any other state vehicle registration office does not specify whether a person or entity as the lessee of the vehicle, that lessee shall be the vehicle owner for purposes of this chapter. In the event a state registration office does not specify whether a person or entity listed on the registration for the vehicle is the owner or lessee of the vehicle, any person or entity listed on that vehicle registration may be deemed the vehicle owner and held jointly and severally responsible for a violation of this section.

10.07.030 Vehicle Owners Subject to Civil Fine for Automated Traffic Citations.

1. If a vehicle is detected crossing a marked stop line or the intersection plane at a system location when the traffic signal for that vehicle's direction is emitting a steady read light or arrow, the Vehicle Owner shall be subject to a civil fine as scheduled below in section 10.070.040(2).
2. If a vehicle is detected traveling at a speed above the posted speed limit, the Vehicle Owner shall be subject to a civil fine as scheduled below in subsection 10.070.040.
3. Exemptions from this chapter are set forth in subsection 10.070.050 and shall be considered violations for purposes of the Automated Traffic Enforcement System.
4. In no event will an Automated Traffic Citation be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the Vehicle Owners driving record.

10.07.040 Notice of Automated Traffic Citation; Fines.

1. Upon a Blue Grass Police Officer's determination that the Automated Traffic Enforcement System has detected a violation described in this chapter, a notice of an Automated Traffic Citation will be mailed to the Vehicle Owner for each such

violation recorded by the Automated Traffic Enforcement System. The Automated Traffic Enforcement Contractor shall mail the notice within 30 days after receiving information about the Vehicle Owner. The notice shall include the name and address of the Vehicle Owner; the vehicle make, if available and readily discernable; the vehicle registration number; the violation alleged; the time, date and location of the alleged violation; the applicable fine; information as to the manner in which the Automated Traffic Citation may be challenged; and that the basis of the notice is a photographic or video record generated by an Automated Traffic Enforcement System.

2. Any violation of 10.070.030(1) above shall be subject to a civil fine of \$135.00 (one hundred thirty five dollars).
3. Any violation of subsection 10.070.030 (2). Above shall be subject to a civil fine as scheduled in the table below, and the fine for any violation committed in a designated construction zone (as provided by the Code of Iowa), shall be as scheduled below, subject in any event to the limit on fines sought in municipal infractions.

Speed over the limit	Civil Fine	Excessive Speed Construction Zone	Civil Fine
1 through 5 miles per hour ("MPH")	\$30.00	1 through 10 miles per hour ("MPH")	\$195.00
6 through 10 MPH	\$50.00	11 through 20 MPH	\$390.00
11 through 15 MPH	\$75.00	21 through 25 MPH	\$645.00
16 through 20 MPH	\$120.00	Greater than 25 over	\$1,285.00
21 through 25 MPH	\$150.00		
26 through 30 MPH	\$250.00		
Over 30 MPH	\$500.00		

10.07.050 Challenging an Automated Traffic Citation.

Within 30 (thirty) days from the date appearing at the top of a notice of Automated Traffic Citation sent to the Vehicle Owner, the Vehicle Owner may either pay the fee associated with the citation or challenge the citation by submitting a written challenge to the citation or requesting that a municipal infraction be filed pursuant to Iowa Code 364.22. Any such written challenge or request must be on a form specified by and available from the City as indicated on the notice, and be sent to the City according to the instructions on that form. Upon receipt of a written challenge, a Blue Grass Police Officer shall determine whether the citation should be rescinded. Within 30 (thirty) days after the City receives such a challenge, the City shall notify the Vehicle Owner whether the challenge to the Automated Traffic Citation is successful, in which case, the citation shall be rescinded. Otherwise, the citation will stand. Thereafter, the City may seek voluntary payment and/or file the citation as a municipal infraction against the Vehicle Owner, all as set forth in subsection 10.070.060 below.

10.07.060 Failure to Timely Pay or Challenge Automated Traffic Citation.

If the recipient of an Automated Traffic Citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the Vehicle Owner in accordance with Blue Grass Municipal Code and 364.22 of the Code of Iowa, seeking judgement for the applicable civil fine provided in subsections 10.07.040 (2) and (3) plus stated mandated filing fee and court costs. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgement together with the interest as permitted by law. Collection of that judgement may include referral to the State of Iowa Income Offset program administered by the Department of Administrative Services, State Accounting Enterprise. Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the Vehicle Owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

10.07.080 Exemptions from Section 10.07.060.

The following shall not be considered violations for purposes of the Automated Traffic Enforcement System.

1. The operator of the vehicle in question was issued a uniform traffic citation for the violation in question pursuant to Blue Grass Municipal Code Chapter 10 or Chapter 321 of the Code of Iowa.
2. The violation occurred at any time after the vehicle in question or its state registration plates were reported to a law enforcement agency as having been stolen, provided, however, the vehicle or its plates had not been recovered by the Vehicle Owner at the time of the alleged violation.
3. The vehicle in question was an authorized emergency vehicle
4. The Blue Grass Police Officer inspecting the recorded image determines that the vehicle in question entered the intersection in order to yield the right of way to an emergency vehicle.
5. The Blue Grass Police Officer inspecting the recorded image determines that the vehicle in question was lawfully participating in a funeral procession.

The foregoing list of exemptions from this section shall not be construed as limiting the defenses available to challenge and Automated Traffic Citation or defend a municipal infraction.

10.07.100 Separability of Provisions.

It is the intention of the Council that each section, paragraph, sentence, clause, and provision of the Ordinance is separable, and, if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance nor any part thereof other than that affected by such decision.

10.07.110 Savings Clause.

All ordinances or part of ordinances in conflict with any provision of this Ordinance are hereby repealed.

10.07.120 Changes.

The changes as provided in this Ordinance shall be made a part of the replacement pages of the Municipal Code, City of Blue Grass, Iowa, and made a part of said Code as provided by law.

10.07.140 Full Force and Effect.

This Ordinance shall be in full force effect from and after its passage and publication as provided by law.

Full force and effect. This amendment shall be in full force and effect from the date of passage and publication as required by law.

Repealer. This amendment shall be construed to repeal any prior amendment inconsistent herewith.

Severability of provisions. If any section, subsection, sentence, clause, phrase or portion of this amendment be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as separate, distinct and independent provision as such holdings shall not be affected the validity of the remaining portion hereof.

Passed by the City Council of the City of Blue Grass, Iowa, this 1st day of
March, 2021.

Approved and signed by the Mayor of the City of Blue Grass, Iowa, this 1st day of
March, 2021.

Mayor Brad Schutte

Attest: _____
Ann M. Schmidt, CMC, City Clerk/Financial Officer

Date of 1st reading: 02-01-21

Date of 2nd reading: 02-16-21

Date of 3rd reading: 03-01-21

Date of Publication: 03-08-21



Blue Line Solutions, LLC

3903 Volunteer Dr. Suite 400, Chattanooga, TN 37416

Tel: 855-252-0086 Fax: (423) 803-1500

www.bluelinesolutions.org

Keokuk, IA : George Washington Elementary School on Concert St. Speed Data Report

Blue Line Solutions, LLC (BLS) conducted speed studies in Keokuk, IA for George Washington Elementary School on Concert St. during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Speed Limit: 25mph

Dates:

Monday 5/15/2023: (12:00am – 11:59pm)
Tuesday 5/9/2023: (12:00am – 11:59pm)
Wednesday 5/10/2023: (12:00am – 11:59pm)
Thursday 5/11/2023: (12:00am – 11:59pm)
Friday 5/12/2023: (12:00am – 11:59pm)

Times:

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	12:00am – 11:59am		
	<u>Vehicle Count</u>	<u>Speeders</u>	<u>% Speeding</u>
5/9/2023	1747	23	1.32%
5/10/2023	1538	30	1.95%
5/11/2023	1766	31	1.76%
5/12/2023	1895	29	1.53%
5/15/2023	1729	29	1.68%
Totals:	8675	142	1.64%

5 Day Total Vehicle Count

8,675

5 Day Total Speeding Violations Recorded

142

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.



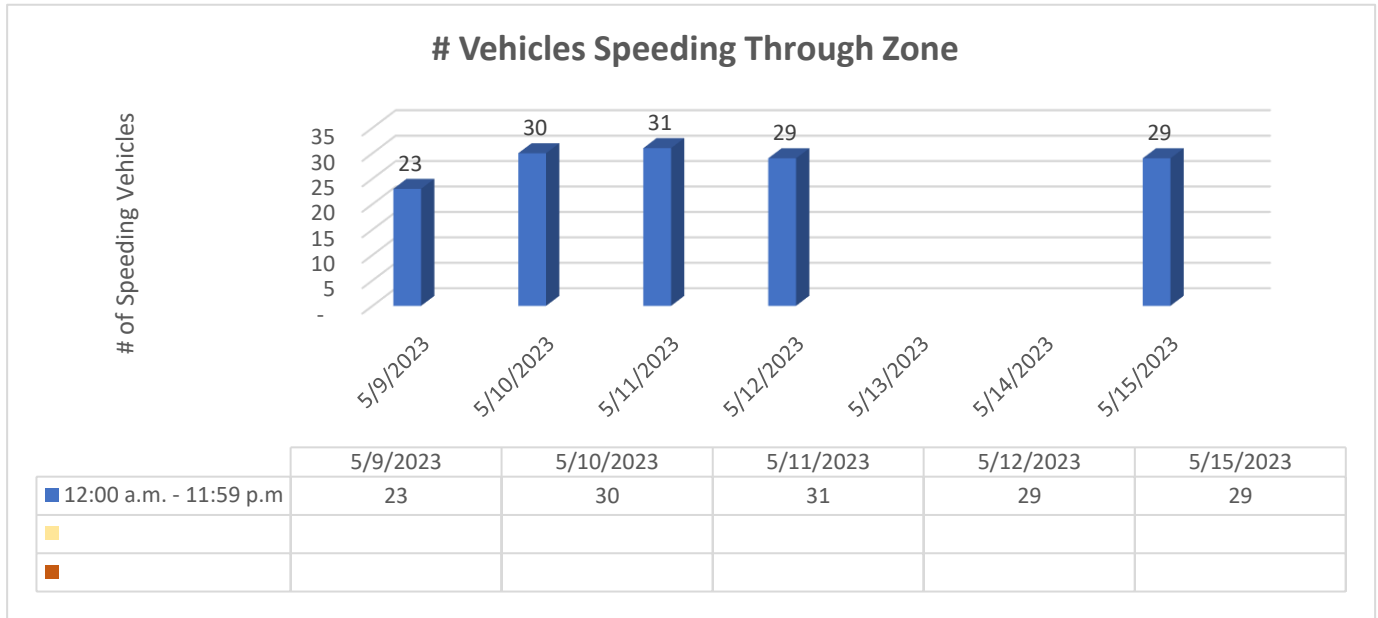
Blue Line Solutions, LLC

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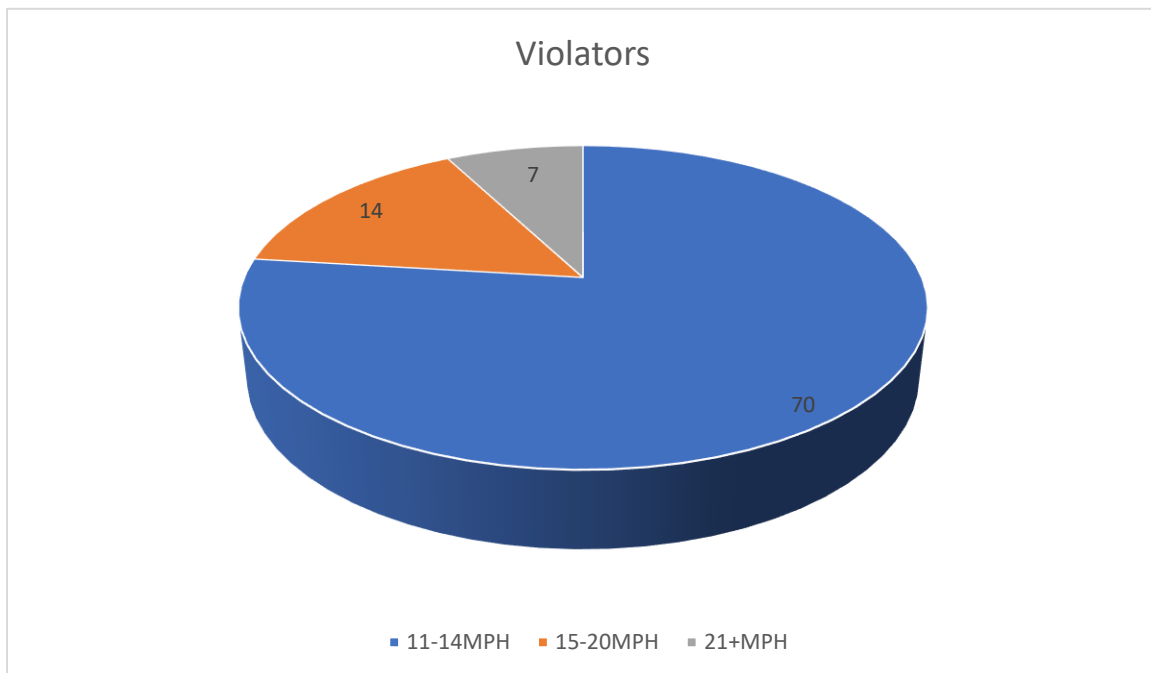
Tel: 855-252-0086 Fax: (423) 803-1500

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The below graph indicates the number of vehicles speeding through the zone at 11+MPH over the speed limit during the times of (12:00am – 11:59pm),



The following depicts the speed range breakdown of violators.





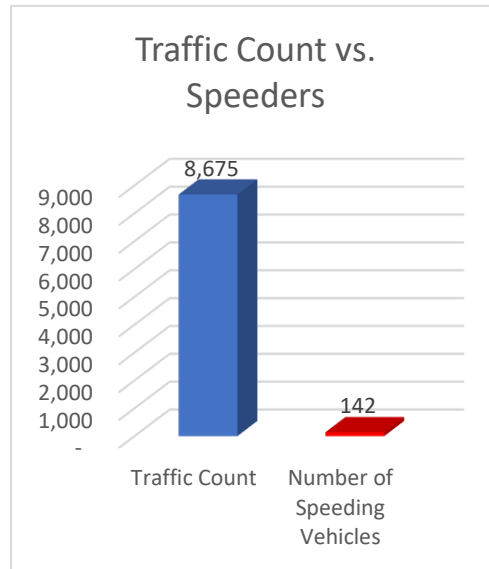
Blue Line Solutions, LLC

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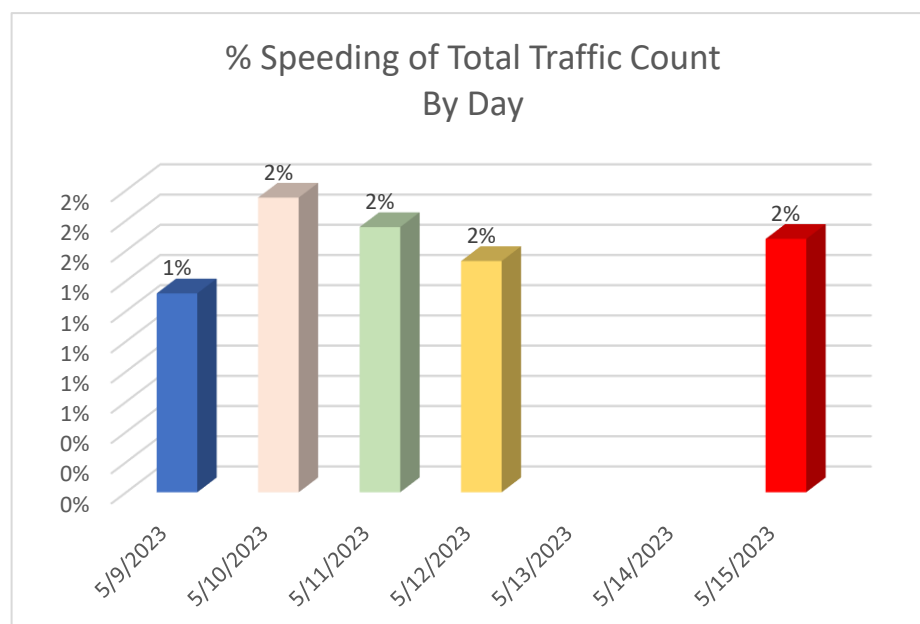
Tel: 855-252-0086 Fax: (423) 803-1500

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The total traffic count during the hours (12:00 a.m. – 11:59 p.m.) was 8,675. Of those, 142 (2%) were speeding 11+MPH above the speed limit.



Data indicates a percentage range of **1-2%** of vehicles traveling through the zone during the hours of (**12:00 a.m. – 11:59 p.m.**) were speeding in excess of 11+MPH throughout the week.





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IMPORTANT NOTE

*This report is based off the raw data of time and speeds captured from
5/9/2023 – 5/15/2023.*

**All data recorded with Houston Radar Armadillo Tracker may differ from future results due to, public education and information efforts, deployment of radar speed signs upon entrance to the speed zone, and use of L.I.D.A.R (Light Detection and Ranging) Laser enforcement systems.*



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Keokuk, IA : Keokuk Catholic School on Plank Rd.

Speed Data Report

Blue Line Solutions, LLC (BLS) conducted speed studies in Keokuk, IA for Keokuk Catholic School on Plank Rd. during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Speed Limit: 25mph

Dates:

Monday 5/15/2023:

Tuesday 5/9/2023:

Wednesday 5/10/2023:

Thursday 5/11/2023:

Friday 5/12/2023:

Times:

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	12:00am – 11:59am		
	<u>Vehicle Count</u>	<u>Speeders</u>	<u>% Speeding</u>
5/9/2023	2704	50	1.85%
5/10/2023	3073	62	2.02%
5/11/2023	2952	46	1.56%
5/12/2023	2933	59	2.01%
5/15/2023	2835	62	2.19%
Totals:	14497	279	1.92%

5 Day Total Vehicle Count

14,497

5 Day Total Speeding Violations Recorded

279

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.



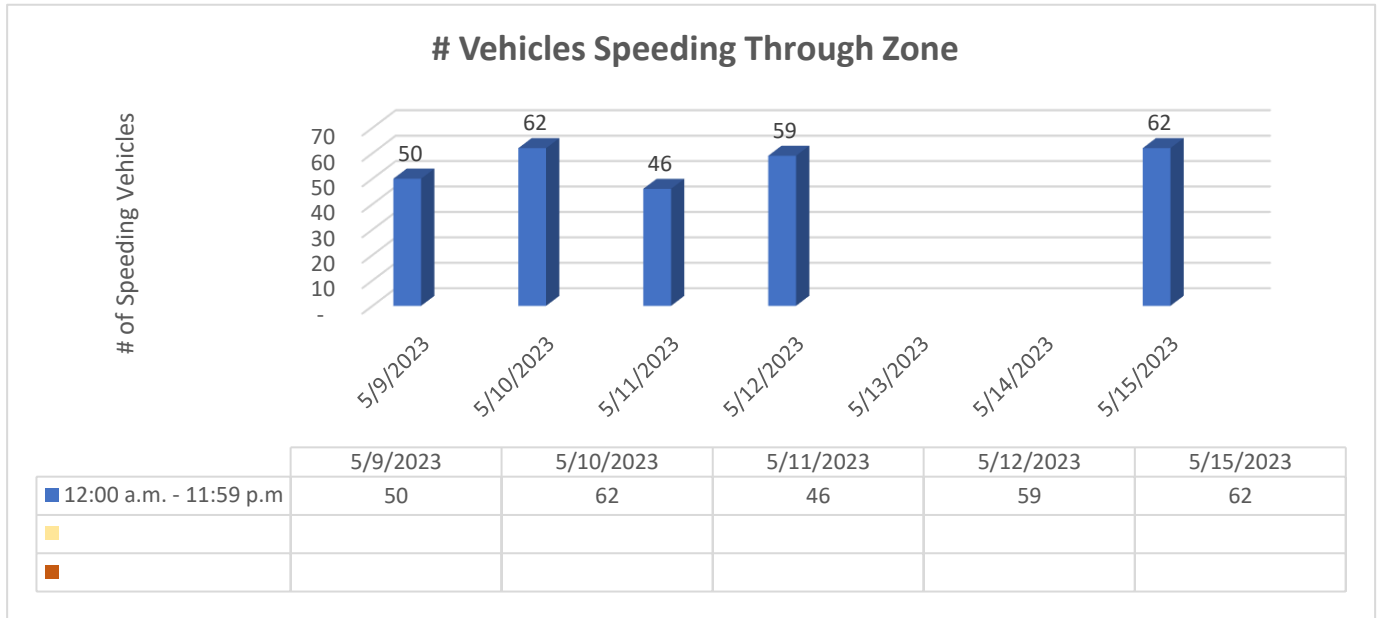
Blue Line Solutions, LLC

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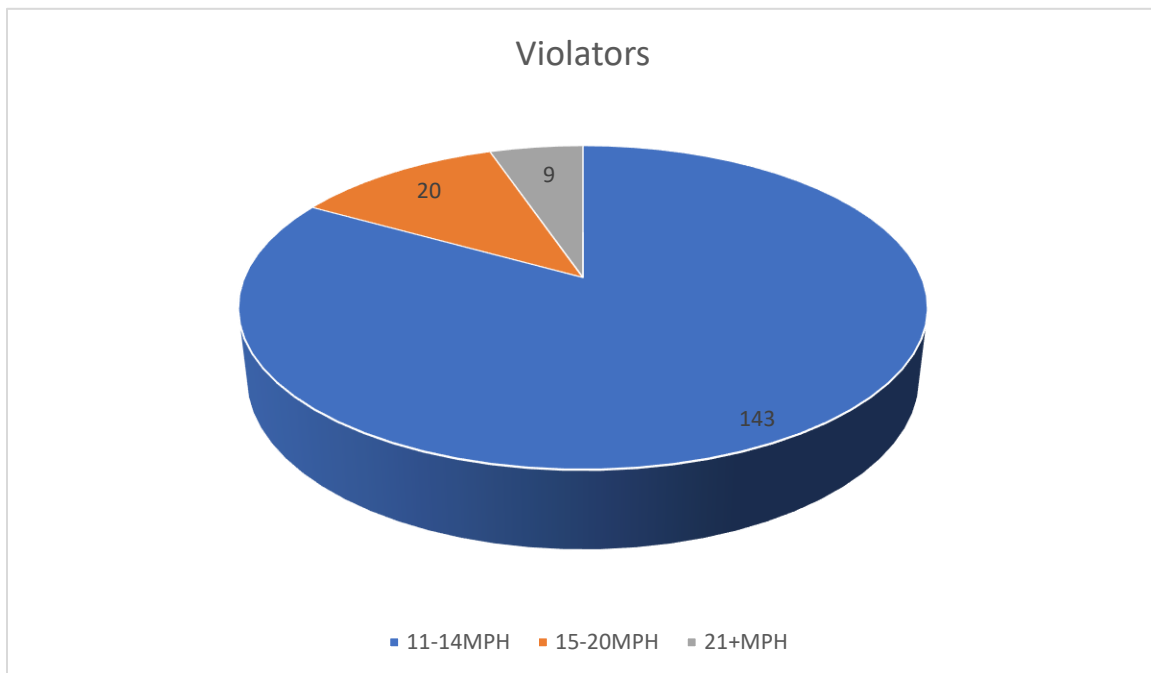
Tel: 855-252-0086 Fax: (423) 803-1500

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The below graph indicates the number of vehicles speeding through the zone at 11+MPH over the speed limit during the times of (12:00am – 11:59pm),



The following depicts the speed range breakdown of violators.





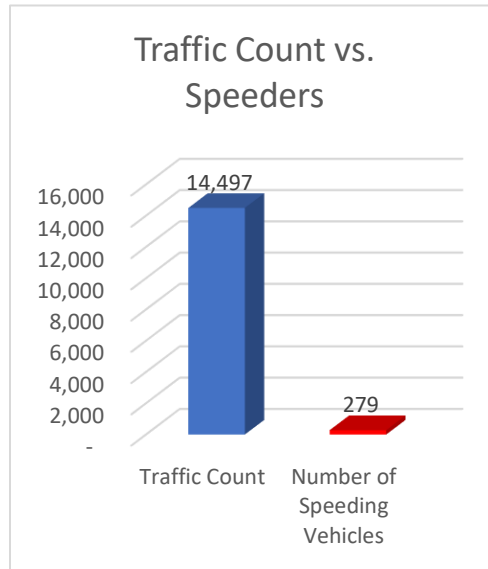
Blue Line Solutions, LLC

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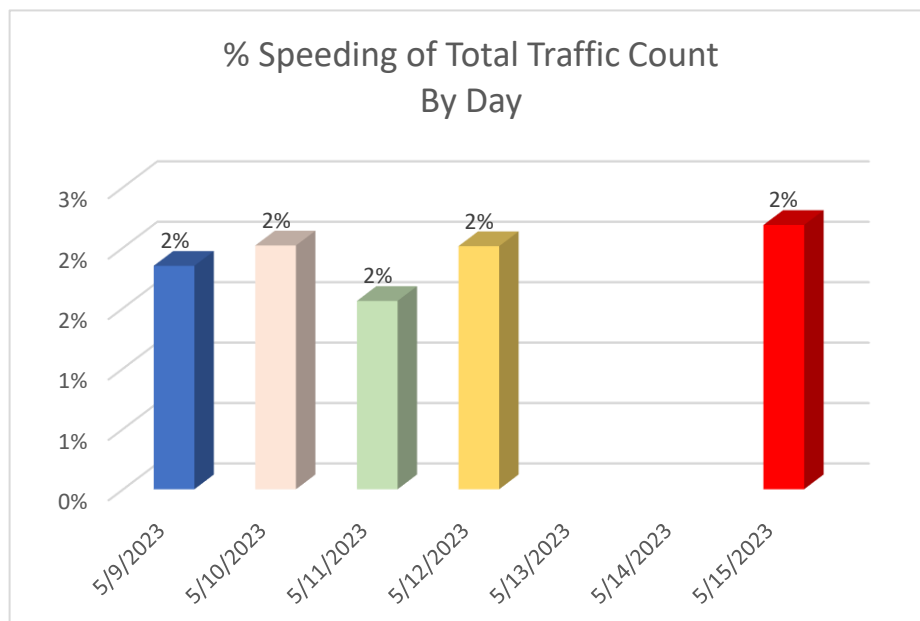
Tel: 855-252-0086 Fax: (423) 803-1500

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The total traffic count during the hours (12:00 a.m. – 11:59 p.m.) was 14,497. Of those, 279 (2%) were speeding 11+MPH above the speed limit.



Data indicates a percentage range of **2%** of vehicles traveling through the zone during the hours of (12:00 a.m. – 11:59 p.m.) were speeding in excess of 11+MPH throughout the week.





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IMPORTANT NOTE

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5/9/2023 – 5/15/2023.*

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Keokuk, IA : Keokuk Middle School on Orleans Ave.

Speed Data Report

Blue Line Solutions, LLC (BLS) conducted speed studies in Keokuk, IA for Keokuk Middle School on Orleans Ave. during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Speed Limit: 25mph

Dates:

Monday 5/15/2023:

Tuesday 5/9/2023:

Wednesday 5/10/2023:

Thursday 5/11/2023:

Friday 5/12/2023:

Times:

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

(12:00am – 11:59pm)

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	12:00am – 11:59am		
	<u>Vehicle Count</u>	<u>Speeders</u>	<u>% Speeding</u>
5/9/2023	2118	73	3.45%
5/10/2023	2234	91	4.07%
5/11/2023	2116	55	2.60%
5/12/2023	2210	66	2.99%
5/15/2023	2081	62	2.98%
Totals:	10759	347	3.23%

5 Day Total Vehicle Count

10,759

5 Day Total Speeding Violations Recorded

347

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.



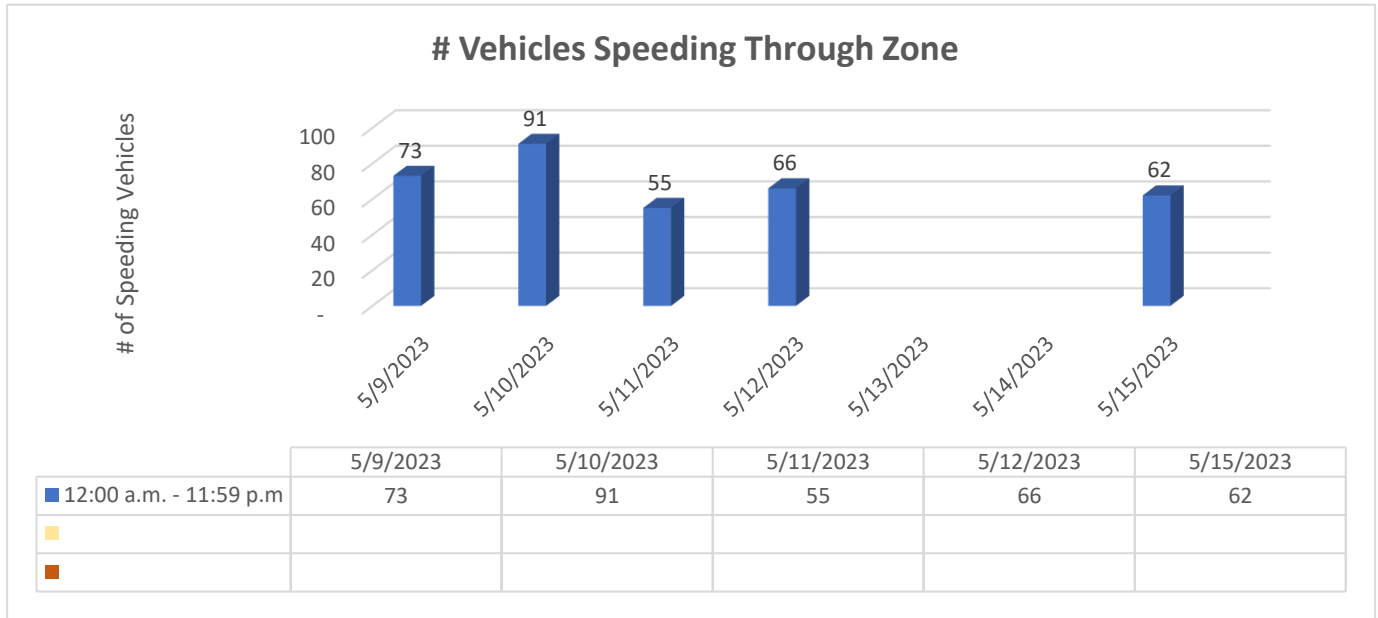
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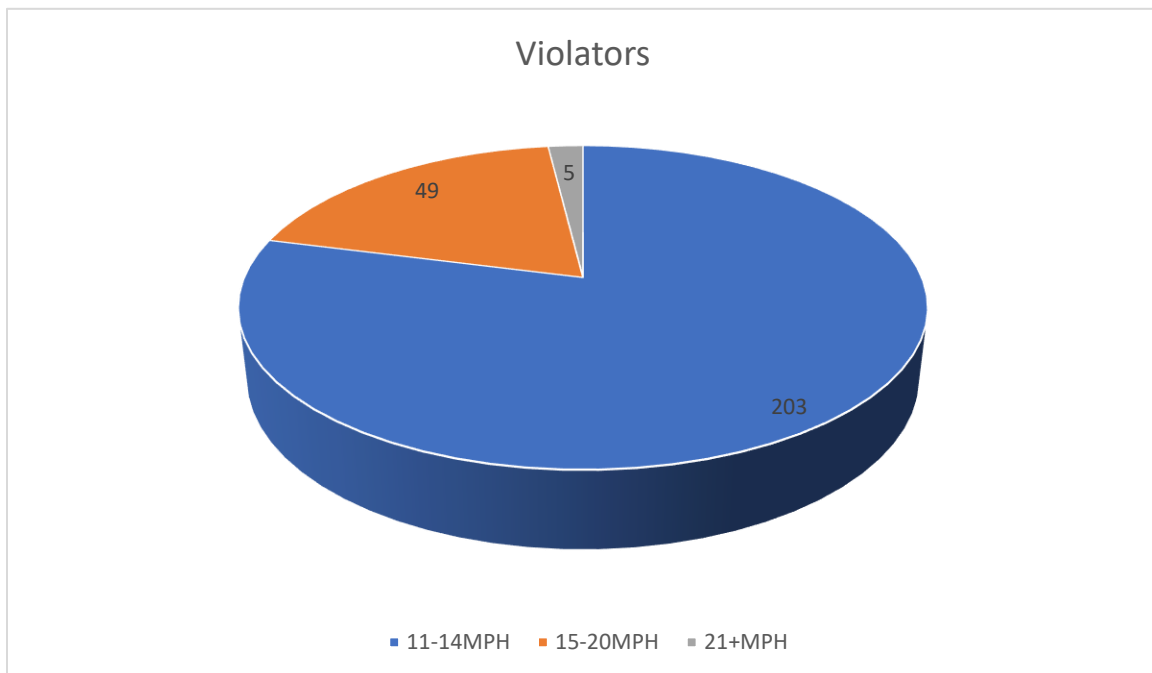
Tel: 855-252-0086 Fax: (423) 803-1500

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The below graph indicates the number of vehicles speeding through the zone at 11+MPH over the speed limit during the times of (12:00am – 11:59pm),



The following depicts the speed range breakdown of violators.





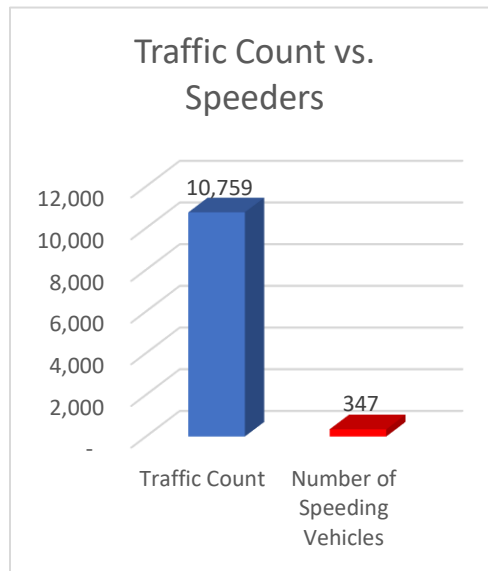
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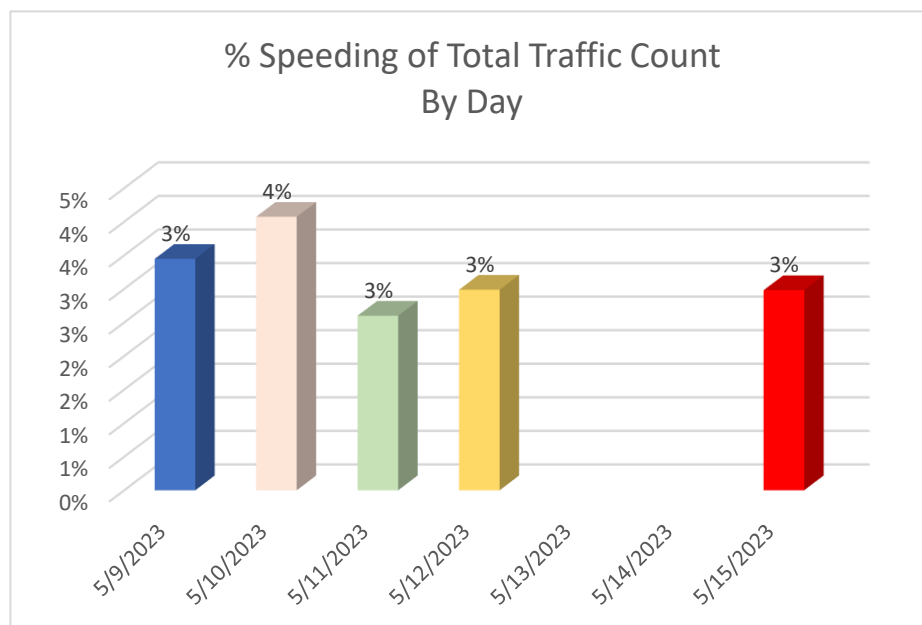
Tel: 855-252-0086 Fax: (423) 803-1500

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The total traffic count during the hours (12:00 a.m. – 11:59 p.m.) was 10,759. Of those, 347 (3%) were speeding 11+MPH above the speed limit.



Data indicates a percentage range of **3-4%** of vehicles traveling through the zone during the hours of (12:00 a.m. – 11:59 p.m.) were speeding in excess of 11+MPH throughout the week.





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IMPORTANT NOTE

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