

AGENDA
CITY COUNCIL MEETING
May 2, 2024
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the Council Budget Workshop of April 16, 2024;
 - Minutes of the Regular City Council meeting of April 18, 2024;
 - Minutes of the Safety Committee meeting of April 25, 2024;
 - Resolution approving a Liquor License for Walgreens #05886, 1215 Main Street, Class E Retail Alcohol License – effective May 22, 2024;
 - Resolution approving a Liquor License for Santanas Mexican Restaurant, 3753 Main Street, Class C Retail Alcohol License – effective June 8, 2024;
 - Approve Sidewalk Display Permit for Sweet Sally's Ice Cream Shop, 707 Main Street (pending proof of insurance);
 - Approve a Special Event Permit for IowaWORKS, Job Fair to be held Thursday, May 16th, 2024, at Lake Cooper Foundation, 810 S. Main Street, Keokuk, Iowa;
 - Motion to pay bills and transfers listed in Register No.'s 5402-5403;
7. (a) Now is the time and place for a public hearing awarding a contract for South 18th Street reconstruction. A public hearing notice was published in The Hawk Eye on April 4, 2024.

(b) Consider resolution awarding a contract to Jones Contracting of West Point, Iowa for South 18th Street reconstruction from Ridge Street to Main Street.
8. Consider resolution setting a public hearing on amendment to the Fiscal Year 2023-2024 Annual Budget.
9. Consider resolution allowing the purchase of a 2024 Dodge Durango police vehicle.
10. Consider resolution approving new lease with Roquette America at the Southeast Iowa Development Center (SIDC).
11. Consider resolution authorizing demolition of structures and approval of contracts with CCS for properties located at 1026 Blondeau Street and 1203 Timea Street.
12. Consider resolution allowing the Mayor to enter in a purchase agreement with Banner Fire Equipment.
13. Council Liaison Reports:
14. Staff Reports:
15. New Business:
16. Adjourn Meeting.

**MINUTES
APRIL 16, 2024
5:00 PM
COUNCIL BUDGET WORKSHOP**

PRESENT: Crenshaw, Walker, Garcia, Oltmans, Dade, Andrews, Greenwald, Mayor Mahoney; ABSENT: Tillman, Bryant.

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

Hinton reviewed and discussed the fiscal year 24/25 annual budget.

Motion by Garcia, second by Crenshaw to adjourn, Meeting Adjourned at 5:24 PM.

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

The City Council of the City of Keokuk met in regular session on April 18, 2024, 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. Tyler Walker, Shelley Oltmans, Devon Dade, Steve Andrews, Dan Tillman, Roger Bryant, and Michael Greenwald were present. Carissa Crenshaw and Roslyn Garcia were absent. Staff in attendance: Interim City Administrator Dave Hinton, City Clerk Celeste El Anfaoui, Community Development Director Pam Broomhall, Public Works Director Brian Carroll, Police Chief Zeth Baum, Water Pollution Control Manager Tom Wills, Code Enforcement/Housing Casey Barnes and Bridge, Cemetery, Parks, and Sanitation Manager Bob Weis.

MAYOR’S CORRESPONDENCE: Updated on local events, hospital, and bid farewell to Councilperson Oltmans.

CITIZEN’S REQUEST: Erika Barrett expressed interest in vacant 1st Ward Council Seat and inquired about interview process.

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

- Minutes of a Special City Council meeting of April 4, 2024, holding a public hearing for the Proposed Property Tax Levy.
- Minutes of the Regular City Council meeting of April 4, 2024;
- Cash Receipts & Treasurer’s Report for March 2024;
- **RESOLUTION NO. 54-2024:** Approving a Liquor License for Black Sails LLC, 1324 Main Street, Class C Retail Alcohol License with Outdoor Service – effective May 1, 2024;
- **RESOLUTION NO. 55-2024:** Approving a Liquor License for Hy-Vee Fast & Fresh, 3001 Main Street, Class B Retail Alcohol License – effective May 6, 2024;
- Approve Sidewalk Display Permits for 2024-2025;
- Approve Special Event Permit for Bubble Run, April 28, 2024 @ Rand Park; Flags Over Our Mississippi on Main Bridge, June 14, 2024; and Juneteenth, June 20-22, 2024, Parade on Main Street, 5k ending in Rand Park;
- Motion to pay bills and transfers listed in Register No.’s 5399-5401;

Mayor Mahoney opened the public hearing at 5:40 p.m. on the Fiscal Year 2024-2025 Annual Budget. A public hearing notice was published in the Daily Gate City on April 6, 2024.

Mayor Mahoney closed the public hearing at 5:40 p.m.

Motion made by Tillman, second by Bryant to approve the following proposed **RESOLUTION NO. 56-2024:** “A RESOLUTION APPROVING THE FISCAL YEAR 2024-2025 BUDGET.” (7) AYES, (0) NAYS. Motion carried.

Mayor Mahoney opened the public hearing at 5:41 p.m. proposing the sale of real estate at 1108 Franklin Street owned by the City of Keokuk. A public hearing notice was published in the Daily Gate City on April 10, 2024.

COMMENTS: Mayor Mahoney gave overview.

Mayor Mahoney closed the public hearing at 5:43 p.m.

Motion made by Walker, second by Andrews to approve the following proposed **RESOLUTION NO. 57-2024:** “A RESOLUTION DISPOSING OF MUNICIPALLY OWNED REAL PROPERTY LOCATED AT 1108 FRANKLIN STREET BY THE CITY OF KEOKUK, IOWA.” (7) AYES, (0) NAYS. Motion carried.

Mayor Mahoney opened the public hearing at 5:43 p.m. approving the Comprehensive Neighborhood Revitalization Grant Application. A public hearing notice was published in the Daily Gate City on April 11, 2024.

COMMENTS: Sara Hecox from SEIRPC gave overview of grant.

Need For The Activities Was Identified:

The City of Keokuk needs revitalization of neighborhoods within the community. This revitalization will stabilize housing units in the neighborhood and improve the quality of life for citizens.

How the Proposed Activity will be funded:

Community Development Block Grant – Comprehensive Neighborhood Revitalization Grant through the Iowa Economic Development Authority. The City of Keokuk has a 15% local match or \$262,500.

Date Application is Due:

The CDBG application for Comprehensive Neighborhood Revitalization Grant is due May 14, 2024.

Requested Amount of Federal Funds:

City of Keokuk will request \$1,750,000 from the Iowa Economic Development Authority Community Development Block Grant – Comprehensive Neighborhood Revitalization Grant.

Federal Funds That Will Benefit Low-and Moderate-Income Persons:

The grant funds will benefit the Low-and Moderate-Income persons in the area where the project is located. The US Census Data for the City of Keokuk indicates that 61.9% of the community is LMI. Housing projects will benefit households at or below 80% of the MFI for Lee County.

Where the Activity will be conducted:

The project will take place in the community of Keokuk located in Des Moines County. The targeted neighborhood’s boundaries are 4th Street – 9th Street and Main Street – Franklin.

Minimize Displacement of Persons:

During construction of the project, there should be no residents that will have to be displaced.

Plans to Assist Persons Displaced:

City of Keokuk will adopt a Residential Anti-Displacement and Relocation Assistance agreement to comply with Community Development Block Grant requirements and will update as needed.

Nature of the Proposed Activity:

The developer, Sky and Sea Properties, plans on developing 7 units. Four 2-bedroom units and three 1-bedroom units are planned for the upper floors. These will be rented to LMI tenants for the 5-year affordability period.

The Comprehensive Neighborhood Revitalization Grant is to implement the plan that MSA provided the City of Keokuk in November 2023. The activities that will be included in the grant are; parks and recreation, pedestrian walkways, housing rehab, and street improvements.

Sara Hecox also discussed the Housing Needs Assessment with the council.

Mayor Mahoney closed the public hearing at 5:57 p.m.

Motion made by Oltmans, second by Greenwald to approve the following proposed **RESOLUTION NO. 58-2024**: “A RESOLUTION APPROVING APPLICATION FOR A COMPREHENSIVE NEIGHBORHOOD REVITALIZATION GRANT FROM THE IOWA ECONOMIC DEVELOPMENT AUTHORITY, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR A PROJECT LOCATED AT 4TH STREET-9TH STREET AND MAIN STREET-FRANKLIN STREET.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 59-2024**: “A RESOLUTION ELIMINATING THE ACCOUNTS PAYABLE POSITION AT CITY HALL.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Walker to approve filling the 1st At Large Council Person seat by appointment. (7) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Carroll informed that cemetery tune up at Oakland Cemetery has been postponed a week due to rain and gave trail update; Baum updated on legislation regarding traffic enforcement.

NEW BUSINESS: Oltmans bid farewell to the community and updated on KEDC and Keokuk Neighborhood initiative.

Motion made by Dade, second by Walker to adjourn the meeting at 6:04 p.m.

MINUTES
COUNCIL WORKSHOP
April 18, 2024
IMMEDIATELY FOLLOWING REGULAR MEETING

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

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

Mayor Mahoney presented bid for acoustics in the council chambers. Walker and Carroll offered alternatives that would be more cost effective. Council decided to decline the bid and proceed with one of the alternatives.

Meeting Adjourned at 6:17 PM.

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

Meeting called to order at 8:32 am.

In Attendance: Shannon Masterson, Dave Hinton, John Reiter, Kathie Mahoney, Zeth Baum, Roger Bryant.

Masterson read the minutes from the March meeting.
Motion approved by Mahoney and second by Hinton.

OLD BUSINESS:

Follow up on items:

- I will send a notice out to department heads once I receive the 2nd quarter random pulls from TSS. We have used them in the recent past for these services but will let you know their available times that work for us and them. Update: We have received the 2nd quarter randoms, they have been done and I have received the result.
- April Safety Talk is National Stress Awareness Month. I have put a flyer in all department mailboxes.
- The 2nd quarter safety audit forms have been given out to all departments and I have received several back.

NEW BUSINESS

- In February Kathie Mahoney presented a Health & Safety book that was created by the Public Works department a few years ago. We are going to create copies for all departments to read and sign off on. Has there been any updates? Kathie responded with a no.
- May Safety Talk is Electrical Safety Month. I have put a flyer in all department mailboxes.

Anything to report on Hearing Conservation at SCC training? No

Monthly SCC Training.
April - Hearing Conservation
May - Traffic Control

New business –There was no new business to discuss.

There was one “near miss” item that needs attention. John Reiter said on Tuesday a semi-truck struck a traffic control signal on 7th of Main St. A Police report was done and there was further discussion on the traffic control signal in that location.

There was no Company Nurse report.

Set the date of Thursday, May 23, 2024, for the next meeting.

Motion to adjourn by: Baum and second by Bryant.
The meeting adjourned at 8:41 am.

Respectfully submitted by Shannon Masterson.

RESOLUTION NO.

A RESOLUTION APPROVING A CLASS E RETAIL ALCOHOL LICENSE FOR WALGREENS #05886

WHEREAS, Application has been made by Walgreen Co. for a Class E Retail Alcohol License and Sunday Sales for Walgreens #05886, 1215 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, Walgreen Co. 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 and Sunday Sales for Walgreens #05886, 1215 Main Street, effective May 22, 2024, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 2nd of May 2024.

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 FOR
SANTANA’S MEXICAN RESTAURANT**

WHEREAS, Application has been made by Marco Santana for a Class C Liquor License with Sunday Sales for Santana’s LLC, 3753 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, Marco Santana has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Sunday Sales for Santana’s LLC, 3753 Main Street, effective June 8, 2024, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 2nd day of May 2024.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

SIDEWALK DISPLAY PERMITS 2024-2025

05-02-2024 Council Meeting

Sweet Sally's Ice Cream Shop
707 Main Street



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: IowaWORKS

Name/Event: Job Fair

Coordinator: Katelyn Orth

Mailing Address: 550 S Gear Ave, Suite 35, West Burlington, IA 52655

Daytime Phone #: 319-753-1671 ext 30426 Evening Phone #: _____

Email Address: Katelyn.orth@iwd.iowa.gov

2. EVENT INFORMATION

Type of Event: Free Job Fair

Days/Dates of Event: Thursday, May 16th, 2024

Time(s) of Event: (Include Set Up/Tear Down Time) 11 AM – 1 PM (set up & tear down time: 1:30PM

Wednesday, 5/15 – 2:30 PM Thursday, 5/16

Event Location: Lake Cooper Foundation (810 S Main St, Keokuk, IA 52632)

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 :) Blocking off two parking spots on Main St directly outside doors of Lake Cooper Foundation doors

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: _____

Please indicate if the following will be used:

- | | |
|---|---|
| <input type="checkbox"/> Amplified Sound/Speaker System | <input type="checkbox"/> Recorded Music |
| <input type="checkbox"/> Public Address System | <input type="checkbox"/> 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? _____

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

Contact Person: _____ Address: _____

Daytime Phone: _____ Evening Phone: _____

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?

 0 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

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.

Katelyn Orth

Applicant/Sponsor Signature

4/22/24

Date

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 MAY 2, 2024.

REGISTER NO. 5402

BARCO MUNICIPAL PRODUCTS, INC.	HANDICAP PARKING/SHIPPING	\$ 231.38
GRAY QUARRIES, INC	ROADROCK	\$ 1,450.30
JIM BAIER, INC	PARTS	\$ 178.89
RIVER CITY PARTS, INC.	PARTS/SUPPLIES	\$ 67.60
S. J. SMITH WELDING SUPPLY	PROPANE,TOW MOTOR WWTP	\$ 130.73
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 2,767.48
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 339.00
TASKE FORCE, INC.	TEMPORARY HELP	\$ 903.38
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 3,725.91
ALLIANT	SERVICE	\$ 8,445.02
THE CARDBOARD BOX	UPS CHARGES WWTP	\$ 97.43
CENTURY LINK	SERVICE	\$ 614.62
GREAT RIVER REGIONAL WASTE	SERVICE	\$ 76.43
LEE COUNTY RECORDER/REGISTRAR	FILE COPY	\$ 2.50
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 732.92
TRUCK REPAIR, INC	PARTS STREET DEPT.	\$ 200.53
IOWA DEPT. OF PUBLIC SAFETY	FY24 QTRLY APRIL-JUNE 2023 KPD	\$ 300.00
SHOEMAKER & HAALAND	PROFESSIONAL SERVICES	\$ 73,348.00
HUFFMAN MACHINE & WELDING, INC	CHAINSAWS CEMEMTERY,BRIDGE,PARKS	\$ 1,545.99
ENDERLE HEATING & A/C COMPANY	PARTS/LABOR@ KEOKUK LIBRARY	\$ 1,920.97
W. L. MILLER COMPANY	WEST AVE & N. 15TH CONTRACT WORK	\$ 90,640.00
DOWNEY'S FIRE EQUIPMENT	EXTINGUISHERS AIRPORT	\$ 105.00
HY-VEE, INC.	SUPPLIES	\$ 402.04
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 284.55
SHOTTENKIRK, INC	PARTS	\$ 174.38
IOWA PRISON INDUSTRIES	100 SPECIAL POST 12' 2.5#GREEN	\$ 5,230.00
RON SYMMONDS	REIMB. TOOL ALLOWANCE FY23-24	\$ 457.90
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 86.36
KEOKUK COMMUNITY SCHOOL	FRANCHISE FEE REBATE	\$ 1,456.93
USA BLUE BOOK	SUPPLIES	\$ 1,293.51
PETE BENSON	REIMB. TOOL ALLOWANCE FY23-24	\$ 335.35
WISS & WISS EQUIPMENT INC.	GASKET SEWER DEPT.	\$ 6.99
CAPITAL ONE	SUPPLIES KEOKUK PUB.LIBRARY	\$ 67.71
PIONEER RESEARCH CORPORATION	HIG TRACTION-G, DF-44 WWTP	\$ 500.57
WALGREENS	SUPPLIES KPD	\$ 12.29
POLYDYNE, INC.	POLYMER - WPC	\$ 11,783.82
IOWA FIRE CHIEFS ASSOCIATION	2024 MEMBERSHIP GABE ROSE	\$ 25.00
SCHIMBERG CO.	STORM LIDS/FRAME T SEAL SEWER	\$ 3,963.60
MEDIACOM	SERVICE	\$ 679.04

REGISTER NO. 5403

LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$ 5,250.00
PAT THOMPSON	PLAQUE	\$ 120.00
BRITE-WAY WINDOW SERVICE	SERVICE @ CITY HALL	\$ 152.00
SOUTHEAST IOWA REGIONAL	RTA AGREEMENT JAN-MARCH 2024	\$ 2,125.00
LEWIS EXCAVATING & SEPTIC, INC.	WORK @ 1423/1425 JOHNSON ST.	\$ 4,925.00
ANALYTICHEM	SUPPLIES WWTP	\$ 679.60
CARD SERVICES	SUPPLIES-LIBRARY	\$ 639.80
FRESE ORNAMENTAL NURSERY, INC.	TREES	\$ 700.00
MACQUEEN EQUIPMENT, INC.	PARTS/SUPPLIES	\$ 911.58
ARMSTRONG SYSTEMS & CONSULTING	1YR RENEWAL SOFTWARE @ POOL	\$ 295.00
WEST CENTRAL FS INC.	BULK UNLEADED FUEL	\$ 22,664.15
KLINGNER & ASSOCIATES, P.C.	PROFESSIONAL SERVICES	\$ 4,525.95
INTERSTATE BATTERIES OF	BATTERIES	\$ 167.95
ASKEW SCIENTIFIC CONSULTING	PRETREATMENT PROG UPDATE/DEV.	\$ 7,539.38
BESTDRIVE BRAHLER'S	FLAT REPAIR WWTP	\$ 50.00
WINDSTREAM	SERVICE	\$ 489.78
LIBERTY UTILITY IOWA	SERVICE	\$ 4,656.90
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$ 452.25
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 4,050.00
ARMSTRONG TRACTOR LLC	MOWER PARTS CEMETERY DEPT.	\$ 963.28
SAVIOUR APPLIANCE	PARTS/SERVICE CALL/LABOR-FIRE	\$ 156.99
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 66.39
TSS	SERVICE	\$ 200.00
COMMERCIAL CONTRACTING	CLEAN UP @ 722 S 14TH STREET	\$ 200.00
FP MAILING SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 107.82
RICOH USA, INC.	SERVICE KEOKUK PUBLIC LIBRARY	\$ 126.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
SHARED IT INC	IT SERVICES	\$ 1,894.60
TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$ 1,920.00
NAPA AUTO PARTS	PARTS	\$ 267.96
SCOTT'S ULTRA CLEAN LLC	JANITORIAL SERVICE/LIBRARY MAY 2024	\$ 1,375.00
MICHELLE DEPRIEST	POLICE VEHICLE CLEANING	\$ 1,635.00
SAMSARA INC.	SERVICE MARCH2024-2025	\$ 3,042.00
BLACKSTONE PUBLISHING	BOOKS KEOKUK PUBLIC LIBRARY	\$ 532.95
MIDWEST FABRICATION & WELDING	HYD DOOR, PARTS/LABOR AIRPORT	\$ 27,936.75
HENNIGES AUTOMOTIVE, INC	FRANCHISE FEE REBATE	\$ 7,903.20
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$ 306.00
TRI-STATE VETERINARY SERVICES,	TAX REBATE	\$ 3,962.40
JARED OLIVER	VARIOUS PROPERTY CLEANUP	\$ 255.22
Zynnovation LLC	TREE DIAPERS 48'DIAMETER	\$ 363.02
ACCESS SYSTEMS LEASING	KEOKUK PUBLIC LIBRARY SERVICE	\$ 369.20
MIDWEST MUNICIPAL CONSULTING,	PROF.SERVICE CITY ADMIN SEARCH	\$ 6,688.37
		\$ 334,919.89



COUNCIL ACTION FORM

Date: May 2, 2024

DH

Presented By: Dave Hinton, Interim City Administ

Subject: South 18th Street Reconstruction Agenda Item: _____

Description:

Four bids were received on Thursday, April 25, 2024 at 10:00 AM to reconstruct South 18th Street from Ridge Street to Main Street (see attached bid tabulation). The Low bid was submitted by Jones Contracting of West Point, IA in the amount of \$3,499,777. The engineers estimate was \$4,075,000.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 301-755-6761 Title: Capital Improvements - Five Million Streets

Amount Budgeted: _____

Actual Cost: \$3,499,777

Under/Over: _____

Funding Sources:

Grants & Bonding

Departments:

Public Works

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

RESOLUTION NO.

**A RESOLUTION AWARDDING CONTRACT FOR
SOUTH 18TH STREET RECONSTRUCTION
FROM RIDGE STREET TO MAIN STREET**

WHEREAS bids were opened at 10:00 AM on April 25, 2024, for the South 18th Street Reconstruction Project; and

WHEREAS four bids were received, and the low bid was submitted by Jones Contracting of West Point, IA in the amount of \$3,499,777; and

WHEREAS the engineers estimate for the project was \$4,075,000.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract be awarded to Jones Contracting of West Point in the amount \$3,499,777.

Passed this 2nd day of May 2024

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui



2021 Main Street
Keokuk, Iowa 52632
319.524.2883

April 26, 2024

Mayor Kathie Mahoney and
City Council Members
City of Keokuk
501 Main Street
Keokuk, Iowa 52632

Re: South 18th Street Reconstruction from Ridge Street to Main Street
Contract Award Recommendation

Dear Mayor and Council,

On Thursday, April 25, 2024, four bid proposals were received for the South 18th Street Reconstruction from Ridge Street to Main Street project.

Bids ranged from \$3,499,777.00 to \$4,378,135.60. We have reviewed the bids in detail and have found only minor math errors on the high bid. The math errors changed the high bid from \$4,406,777.60, as read at the bid opening, to \$4,378,135.60. This does not impact the overall order of the bids received. The low bid is below the Engineer's Estimate of \$4,075,000.

The low bid was submitted by Jones Contracting Corp. of West Point, Iowa. Discussion with Jones Contracting Corp. after the bid letting indicated that they are comfortable with their bid, and the proposed project schedule. Jones Contracting Corp. has recent experience completing similar projects in southeast Iowa.

If the City agrees with the analysis of project costs and feels the appropriate financial resources are programmed, then Shoemaker & Haaland recommends the construction contract be awarded to Jones Contracting Corp. at the total base bid amount of \$3,499,777.00.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jay Vavra', is positioned below the word 'Sincerely,'.

Shoemaker & Haaland
Jay Vavra, P.E., L.S.I.
jvavra@shoemaker-haaland.com

Jones Contracting Corp.		Cornerstone Excavating, Inc.		Keokuk Contractors, Inc.		Myers Driveway	
Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
\$30.40	\$12,160.00	\$12.50	\$5,000.00	\$32.00	\$12,800.00	\$37.50	\$15,000.00
\$56.15	\$22,460.00	\$34.00	\$13,600.00	\$56.00	\$22,400.00	\$30.00	\$12,000.00
\$16.50	\$101,607.00	\$8.85	\$54,498.30	\$14.00	\$86,212.00	\$14.00	\$86,212.00
\$1.04	\$15,152.80	\$1.75	\$25,497.50	\$4.00	\$58,280.00	\$9.00	\$131,130.00
\$20.65	\$35,105.00	\$22.50	\$38,250.00	\$21.00	\$35,700.00	\$70.00	\$119,000.00
\$2.00	\$5,830.00	\$3.00	\$8,745.00	\$5.00	\$14,575.00	\$12.00	\$34,980.00
\$6.10	\$88,877.00	\$8.00	\$116,660.00	\$6.00	\$87,420.00	\$18.00	\$262,260.00
\$676.00	\$4,732.00	\$2,750.00	\$19,250.00	\$500.00	\$3,500.00	\$850.00	\$5,950.00
\$8,840.00	\$8,840.00	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
\$52.00	\$16,016.00	\$65.00	\$20,020.00	\$50.00	\$15,400.00	\$12.00	\$3,696.00
\$34.50	\$690.00	\$45.00	\$900.00	\$40.00	\$800.00	\$30.00	\$600.00
\$52.52	\$123,422.00	\$50.00	\$117,500.00	\$51.00	\$119,850.00	\$39.00	\$91,650.00
\$12,480.00	\$12,480.00	\$6,500.00	\$6,500.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00
\$123.76	\$8,291.92	\$65.00	\$4,355.00	\$182.00	\$12,194.00	\$50.00	\$3,350.00
\$113.36	\$111,772.96	\$85.00	\$63,810.00	\$103.00	\$101,568.00	\$75.00	\$73,950.00
\$135.80	\$25,937.80	\$100.00	\$19,100.00	\$117.00	\$22,347.00	\$120.00	\$22,920.00
\$283.66	\$66,376.44	\$475.00	\$111,150.00	\$202.00	\$47,268.00	\$220.00	\$51,480.00
\$305.24	\$19,314.40	\$645.00	\$38,700.00	\$300.00	\$18,000.00	\$250.00	\$15,000.00
\$75.80	\$46,010.60	\$106.00	\$64,342.00	\$90.00	\$54,630.00	\$75.00	\$45,525.00
\$48.36	\$3,288.48	\$30.00	\$2,040.00	\$30.00	\$2,040.00	\$30.00	\$2,040.00
\$48.36	\$16,103.88	\$30.00	\$9,990.00	\$15.00	\$4,995.00	\$35.00	\$11,655.00
\$48.36	\$36,415.08	\$35.00	\$26,355.00	\$13.00	\$9,789.00	\$40.00	\$30,120.00
\$49.00	\$931.00	\$60.00	\$1,140.00	\$30.00	\$570.00	\$50.00	\$950.00
\$57.72	\$3,694.08	\$92.00	\$5,888.00	\$30.00	\$1,920.00	\$70.00	\$4,480.00
\$62.14	\$5,344.04	\$120.00	\$10,320.00	\$240.00	\$20,640.00	\$100.00	\$8,600.00
\$93.50	\$177,182.50	\$75.00	\$142,125.00	\$132.00	\$250,140.00	\$100.00	\$189,500.00
\$98.65	\$54,948.05	\$78.00	\$43,446.00	\$150.00	\$83,550.00	\$100.00	\$55,700.00
\$141.60	\$32,426.40	\$95.00	\$21,755.00	\$190.00	\$43,510.00	\$140.00	\$32,060.00
\$192.14	\$73,205.34	\$143.50	\$54,673.50	\$188.00	\$71,628.00	\$200.00	\$76,200.00
\$48.36	\$26,338.96	\$45.00	\$26,370.00	\$30.00	\$17,580.00	\$100.00	\$58,600.00
\$10.45	\$57,798.95	\$16.25	\$89,878.75	\$12.00	\$66,372.00	\$8.00	\$44,248.00
\$1,456.00	\$11,648.00	\$1,417.00	\$11,336.00	\$570.00	\$7,760.00	\$800.00	\$6,400.00

Item No.	Item Code	Bid Item	Unit	Quantity
1	2010-D-1	Topsoil, On-site, 2-Inch	CY	400
2	2010-D-3	Topsoil, Off-site	CY	400
3	2010-E	Excavation, Class 10, Class 12, or Class 13	CY	6,158
4	2010-G	Subgrade Preparation	SY	14,570
5	2010-H	Granular Stabilization, Macadam	TON	1,700
6	2010-I	Subgrade Treatment, Geogrid	SY	2,915
7	2010-J	Subbase, Modified, 6-Inch	SY	14,570
8	2010-K-1	Removal of Structure, Sanitary Manhole	EA	7
9	2010-M	Compaction Testing	LS	1
10	3010-B	Rock Excavation	CY	308
11	3010-C	Trench Foundation	TON	20
12	3010-D	Replacement of Unsuitable Backfill Material	CY	2,350
13	3010-F	Trench Compaction Testing	LS	1
14	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 6-Inch	LF	67
15	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8-Inch	LF	986
16	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 10-Inch	LF	191
17	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 30-Inch	LF	234
18	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 36-Inch	LF	60
19	4010-E	Sanitary Sewer Service Stub, PVC, 4-Inch	LF	607
20	4010-H	Removal of Sanitary Sewer, 6-Inch	LF	68
21	4010-H	Removal of Sanitary Sewer, 8-Inch	LF	333
22	4010-H	Removal of Sanitary Sewer, 18-Inch	LF	753
23	4010-H	Removal of Sanitary Sewer, 24-Inch	LF	19
24	4010-H	Removal of Sanitary Sewer, 36-Inch	LF	64
25	4010-L	Sanitary Sewer Abandonment, Fill and Plug, 36-Inch	LF	86
26	4020-A-1	Storm Sewer, Trenched, RCP with Gaskets per ASTM C443, 15-Inch	LF	1895
27	4020-A-1	Storm Sewer, Trenched, RCP with Gaskets per ASTM C443, 18-Inch	LF	557
28	4020-A-1	Storm Sewer, Trenched, RCP with Gaskets per ASTM C443, 24-Inch	LF	228
29	4020-A-1	Storm Sewer, Trenched, RCP with Gaskets per ASTM C443, 30-Inch	LF	381
30	4020-D	Removal of Storm Sewer, Various Types and Sizes	LF	586
31	4040-A	Subdrain, Type 1, with Engineering Fabric, 6-Inch	LF	5,531
32	4040-C-1	Subdrain Cleanout, Type B, 24-Inch	EA	8

Jones Contracting Corp.		Cornerstone Excavating, Inc.		Keokuk Contractors, Inc.		Myers Driveway	
Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
\$156.00	\$9,672.00	\$300.00	\$18,600.00	\$222.00	\$13,764.00	\$200.00	\$12,400.00
\$156.00	\$1,560.00	\$300.00	\$3,000.00	\$950.00	\$9,500.00	\$200.00	\$2,000.00
\$936.00	\$1,872.00	\$1,000.00	\$2,000.00	\$2,010.00	\$4,020.00	\$1,000.00	\$2,000.00
\$936.00	\$7,488.00	\$1,000.00	\$8,000.00	\$2,010.00	\$16,080.00	\$1,000.00	\$8,000.00
\$936.00	\$1,872.00	\$1,000.00	\$2,000.00	\$2,010.00	\$4,020.00	\$1,000.00	\$2,000.00
\$1,861.60	\$3,723.20	\$1,500.00	\$3,000.00	\$3,000.00	\$6,000.00	\$1,000.00	\$2,000.00
\$1,861.60	\$1,861.60	\$1,750.00	\$1,750.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
\$26,000.00	\$26,000.00	\$13,000.00	\$13,000.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00
\$86.00	\$72,068.00	\$63.00	\$52,794.00	\$125.00	\$104,750.00	\$100.00	\$83,800.00
\$97.25	\$18,866.50	\$85.00	\$16,490.00	\$330.00	\$64,020.00	\$200.00	\$38,800.00
\$231.92	\$6,029.92	\$500.00	\$13,000.00	\$375.00	\$9,750.00	\$350.00	\$9,100.00
\$371.28	\$1,485.12	\$600.00	\$2,400.00	\$510.00	\$2,040.00	\$510.00	\$2,040.00
\$358.80	\$717.60	\$565.00	\$1,130.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
\$381.68	\$4,198.48	\$625.00	\$6,875.00	\$600.00	\$6,600.00	\$75.00	\$6,325.00
\$517.92	\$517.92	\$675.00	\$675.00	\$650.00	\$650.00	\$625.00	\$625.00
\$617.76	\$617.76	\$675.00	\$675.00	\$783.00	\$783.00	\$780.00	\$780.00
\$41.70	\$13,923.63	\$26.00	\$8,681.40	\$37.00	\$12,354.30	\$54.00	\$18,030.60
\$260.00	\$4,940.00	\$310.00	\$5,890.00	\$200.00	\$3,800.00	\$300.00	\$5,700.00
\$472.16	\$5,193.76	\$335.00	\$3,685.00	\$400.00	\$4,400.00	\$450.00	\$4,950.00
\$676.00	\$4,732.00	\$425.00	\$2,975.00	\$600.00	\$4,200.00	\$750.00	\$5,250.00
\$950.56	\$950.56	\$555.00	\$555.00	\$725.00	\$725.00	\$1,000.00	\$1,000.00
\$1,991.60	\$1,991.60	\$1,675.00	\$1,675.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00
\$4,804.80	\$62,462.40	\$5,750.00	\$74,750.00	\$2,000.00	\$26,000.00	\$3,000.00	\$39,000.00
\$7,442.24	\$7,442.24	\$24,550.00	\$24,550.00	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00
\$2,678.00	\$16,068.00	\$4,050.00	\$24,300.00	\$1,500.00	\$9,000.00	\$2,500.00	\$15,000.00
\$1,790.88	\$1,790.88	\$3,750.00	\$3,750.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
\$416.00	\$1,248.00	\$800.00	\$2,400.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00
\$7,410.00	\$103,740.00	\$7,700.00	\$107,800.00	\$7,689.00	\$107,646.00	\$6,450.00	\$90,300.00
\$10,903.36	\$10,903.36	\$11,750.00	\$11,750.00	\$14,548.00	\$14,548.00	\$12,000.00	\$12,000.00
\$13,712.40	\$27,424.80	\$20,800.00	\$41,600.00	\$8,629.00	\$17,258.00	\$15,000.00	\$30,000.00
\$20,468.24	\$20,468.24	\$25,350.00	\$25,350.00	\$15,000.00	\$15,000.00	\$14,800.00	\$14,800.00
\$6,344.00	\$38,064.00	\$6,800.00	\$40,800.00	\$7,300.00	\$43,800.00	\$6,450.00	\$38,700.00
\$8,996.00	\$17,992.00	\$12,500.00	\$25,000.00	\$10,265.00	\$20,530.00	\$12,000.00	\$24,000.00
\$13,137.28	\$13,137.28	\$18,000.00	\$18,000.00	\$14,500.00	\$14,500.00	\$20,000.00	\$20,000.00

Item No.	Item Code	Bid Item	Unit	Quantity
33	4040-D-1	Subdrain Outlets and Connections, Connection to Structure, 6-Inch	EA	62
34	4040-D-1	Subdrain Outlets and Connections, Connection to Cleanout, 6-Inch	EA	10
35	4050-F-1	Pressure Testing of Mainline Sewer Joints, 6-Inch	EA	2
36	4050-F-1	Pressure Testing of Mainline Sewer Joints, 8-Inch	EA	8
37	4050-F-1	Pressure Testing of Mainline Sewer Joints, 10-Inch	EA	2
38	4050-F-1	Pressure Testing of Mainline Sewer Joints, 30-Inch	EA	2
39	4050-F-1	Pressure Testing of Mainline Sewer Joints, 36-Inch	EA	1
40	4050-G-3	Bypass Pumping	LS	1
41	5010-A-1	Water Main, Trenched, C900, 6-Inch	LF	838
42	5010-A-1	Water Main, Trenched, C900, 10-Inch	LF	194
43	5010-C-1	Fitting, Cap, 6-Inch	EA	26
44	5010-C-1	Fitting, Cap, 10-Inch	EA	4
45	5010-C-1	Fitting, Bend, 6-Inch x 45-Degree	EA	2
46	5010-C-1	Fitting, Bend, 6-Inch x 90-Degree	EA	11
47	5010-C-1	Fitting, Reducer, 10-Inch x 6-Inch	EA	1
48	5010-C-1	Fitting, Tee, 6-Inch x 6-Inch	EA	1
49	5010-E-1	Water Service Pipe, Copper, 1-Inch	LF	333.9
50	5010-E-2	Water Service Corporation	EA	19
51	5010-E-3	Water Service Curb Stop and Box	EA	11
52	5010-F	Water Main Abandonment, Cap, 6-Inch	EA	7
53	5010-F	Water Main Abandonment, Cap, 10-Inch	EA	1
54	5020-A	Valve, Gate, 6-Inch	EA	1
55	5020-B	Tapping Valve Assembly, 6-Inch x 6-Inch	EA	13
56	5020-B	Tapping Valve Assembly, 16-Inch x 10-Inch	EA	1
57	5020-C	Fire Hydrant Assembly	EA	6
58	5020-I	Fire Hydrant Adjustment	EA	1
59	5020-J	Fire Hydrant Assembly Removal	EA	3
60	6010-A	Manhole, SW-301, 48-Inch	EA	14
61	6010-A	Manhole, SW-301, 60-Inch	EA	1
62	6010-A	Manhole, SW-301, 72-Inch	EA	2
63	6010-A	Manhole, SW-301, 96-Inch	EA	1
64	6010-A	Manhole, SW-401, 48-Inch	EA	6
65	6010-A	Manhole, SW-401, 60-Inch	EA	2
66	6010-A	Manhole, SW-401, 84-Inch	EA	1

Item No.	Item Code	Bid Item	Unit	Quantity
67	6010-B	Intake, SW-501	EA	41
68	6010-B	Intake, SW-502, 48-Inch	EA	2
69	6010-B	Intake, SW-502, 60-Inch	EA	5
70	6010-B	Intake, SW-507	EA	2
71	6010-H-1	Remove Manhole	EA	7
72	6010-H-2	Remove Intake	EA	14
73	7010-A	Pavement, PCC, 7-Inch, IDOT Class C	SY	12,893
74	7010-A	Pavement, PCC, 10-Inch, Class M	SY	172
75	7010-I	PCC Pavement Samples and Testing	LS	1
76	7020-B	Pavement, Asphalt, 7-Inch, LT Base, 1/2 In. Mix, PG 58-28S	SY	207
77	7030-A-1	Removal of Sidewalk	SY	2,360
78	7030-A-3	Removal of Driveway	SY	1,575
79	7030-E	Sidewalk, PCC, 4-Inch	SY	3,455
80	7030-G	Detectable Warning	SF	600
81	7030-H-1	Driveway, Paved, PCC, 6-Inch	SY	1,180
82	7040-H	Pavement Removal	SY	15,025
83	8020-C	Painted Pavement Markings, Durable	STA	1
84	8030-A	Temporary Traffic Control	LS	1
85	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1 Seed Mix	AC	1.54
86	9010-D	Watering	MGAL	12
87	9010-E	Warranty	LS	1
88	9040-A-2	SWPPP Management	LS	1
89	9040-D-1	Filter Sock, 6-Inch	LF	5,690
90	9040-D-2	Filter Socks, Removal	LF	5,690
91	9040-P-1	Dust Control, Water	MGAL	12
92	9040-T-1	Inlet Protection Device, Surface Applied	EA	50
93	9040-T-2	Inlet Protection Device, Maintenance	EA	100
94	9060-E	Removal of Fence	LF	280
95	9080-A	Concrete Steps, Type A	SF	257
96	9080-B	Handrail, Steel	LF	140
97	11010-A	Construction Survey	LS	1
98	11010-B	Monument Preservation or Replacement	LS	1
99	11020-A	Mobilization	LS	1
100	11030-A	Maintenance of Postal Service	LS	1

Jones Contracting Corp.			Cornerstone Excavating, Inc.			Keokuk Contractors, Inc.			Myers Driveway		
Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
\$4,742.40	\$194,438.40	\$5,400.00	\$221,400.00	\$8,000.00	\$328,000.00	\$9,470.00	\$388,270.00				
\$5,943.60	\$11,887.20	\$5,400.00	\$10,800.00	\$8,054.00	\$16,108.00	\$8,500.00	\$17,000.00				
\$8,871.20	\$44,356.00	\$6,850.00	\$34,250.00	\$7,267.00	\$36,335.00	\$9,000.00	\$45,000.00				
\$5,709.60	\$11,419.20	\$7,930.00	\$15,860.00	\$8,666.00	\$17,332.00	\$9,000.00	\$18,000.00				
\$676.00	\$4,732.00	\$2,450.00	\$17,150.00	\$200.00	\$1,400.00	\$1,500.00	\$10,500.00				
\$676.00	\$9,464.00	\$1,750.00	\$24,500.00	\$250.00	\$9,500.00	\$800.00	\$11,200.00				
\$50.60	\$652,385.80	\$70.00	\$902,510.00	\$62.00	\$799,366.00	\$63.00	\$812,259.00				
\$95.75	\$16,469.00	\$85.00	\$14,620.00	\$106.00	\$18,232.00	\$105.00	\$18,060.00				
\$1,000.00	\$1,000.00	\$10,050.00	\$10,050.00	\$10,500.00	\$10,500.00	\$7,500.00	\$7,500.00				
\$150.00	\$31,050.00	\$210.00	\$43,470.00	\$225.00	\$46,575.00	\$20.00	\$4,140.00				
\$4.75	\$11,210.00	\$6.00	\$14,160.00	\$4.00	\$9,440.00	\$10.00	\$23,600.00				
\$4.75	\$7,481.25	\$9.00	\$14,175.00	\$4.00	\$6,300.00	\$12.00	\$18,900.00				
\$49.25	\$170,158.75	\$81.50	\$281,582.50	\$59.00	\$203,845.00	\$60.00	\$207,300.00				
\$39.00	\$23,400.00	\$69.00	\$41,400.00	\$40.00	\$24,000.00	\$60.00	\$36,000.00				
\$55.45	\$65,431.00	\$80.00	\$94,400.00	\$64.00	\$75,520.00	\$64.00	\$75,520.00				
\$5.05	\$75,876.25	\$7.00	\$105,175.00	\$4.00	\$60,100.00	\$10.00	\$150,250.00				
\$15,000.00	\$15,000.00	\$260.00	\$260.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00				
\$53,500.00	\$53,500.00	\$22,750.00	\$22,750.00	\$56,000.00	\$56,000.00	\$20,000.00	\$20,000.00				
\$7,500.00	\$11,550.00	\$21,050.00	\$32,417.00	\$7,500.00	\$11,550.00	\$5,000.00	\$7,700.00				
\$200.00	\$2,400.00	\$510.00	\$6,120.00	\$200.00	\$2,400.00	\$400.00	\$4,800.00				
\$2,000.00	\$2,000.00	\$13,750.00	\$13,750.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00				
\$10,000.00	\$10,000.00	\$13,500.00	\$13,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00				
\$2.25	\$12,802.50	\$4.00	\$22,760.00	\$3.00	\$17,070.00	\$0.75	\$4,267.50				
\$0.50	\$2,845.00	\$2.00	\$11,380.00	\$0.50	\$2,845.00	\$0.25	\$1,422.50				
\$1,020.00	\$12,240.00	\$510.00	\$6,120.00	\$530.00	\$6,360.00	\$300.00	\$3,600.00				
\$150.00	\$7,500.00	\$130.00	\$6,500.00	\$150.00	\$7,500.00	\$100.00	\$5,000.00				
\$25.00	\$2,500.00	\$77.00	\$7,700.00	\$25.00	\$2,500.00	\$100.00	\$10,000.00				
\$10.00	\$2,800.00	\$21.00	\$5,880.00	\$10.00	\$2,800.00	\$8.00	\$2,240.00				
\$60.00	\$15,420.00	\$227.00	\$58,339.00	\$179.00	\$46,003.00	\$50.00	\$12,850.00				
\$250.00	\$35,000.00	\$200.00	\$28,000.00	\$275.00	\$38,500.00	\$40.00	\$5,600.00				
\$44,000.00	\$44,000.00	\$55,000.00	\$55,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00				
\$10,500.00	\$10,500.00	\$10,550.00	\$10,550.00	\$3,700.00	\$3,700.00	\$15,000.00	\$15,000.00				
\$145,352.12	\$145,352.12	\$15,000.00	\$15,000.00	\$212,555.00	\$212,555.00	\$300,000.00	\$300,000.00				
\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00				

Item No.	Item Code	Bid Item	Unit	Quantity
101	11,030-B	Maintenance of Solid Waste Collection	LS	1
102	11,050-A	Concrete Washout	LS	1
103	0000-999-A	Vibration Monitoring	LS	1

Jones Contracting Corp.		Cornerstone Excavating, Inc.		Keokuk Contractors, Inc.		Myers Driveway	
Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
\$1,000.00	\$1,000.00	\$6,025.00	\$6,025.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
\$31,185.00	\$31,185.00	\$25,000.00	\$25,000.00	\$23,700.00	\$23,700.00	\$10,000.00	\$10,000.00
Total: \$3,499,777.00		\$3,988,548.95		\$4,030,402.30		\$4,378,135.60	



COUNCIL ACTION FORM

Date: 5/2/2024

Presented By: El Anfaoui/Hinton

Subject: Set Public Hearing FY 23/24 Amendment 2 Agenda Item: 8

Description:

An amendment is necessary to better reflect the revenues and expenses trending in the current fiscal year. These numbers are already reflected in the budget passed on April 18th, 2024, however the state requires an official amendment be filed no later than May 31, 2024. A public hearing must be held, staff recommends May 16th, 2024 at 5:30 PM.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

RESOLUTION NO. _____

**A RESOLUTION SETTING PUBLIC HEARING ON AMENDMENT TO THE
FISCAL YEAR 2023-2024 ANNUAL BUDGET**

WHEREAS, the City of Keokuk, Iowa has adopted the annual operating budget for Fiscal Year 2023-2024; and

WHEREAS, it has become necessary to amend said budget; and

WHEREAS, prior to approving said amendment, a public hearing must be held to receive comments.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, a public hearing shall be held on May 16, 2024, at 5:30 PM in the Keokuk City Hall, 501 Main St, Keokuk, Iowa.

BE IT FURTHER RESOLVED that the City clerk shall publish notice of said public hearing in a newspaper of general circulation.

PASSED, APPROVED, AND ADOPTED this 2nd day of May 2024.

K.A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of KEOKUK
Fiscal Year July 1, 2023 - June 30, 2024

The City of KEOKUK will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 5/16/2024 05:30 PM

Contact: Dave Hinton

Phone: (319) 524-2050 ext: 2205

Meeting Location: Keokuk City Hall
501 Main Street
Keokuk, IA 52632

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	6,256,307	0	6,256,307
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	6,256,307	0	6,256,307
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,054,595	0	1,054,595
Other City Taxes	6	4,457,196	60,000	4,517,196
Licenses & Permits	7	89,625	-4,075	85,550
Use of Money & Property	8	394,319	55,580	449,899
Intergovernmental	9	4,466,058	20,244	4,486,302
Charges for Service	10	4,194,200	34,900	4,229,100
Special Assessments	11	0	0	0
Miscellaneous	12	2,659,504	6,644	2,666,148
Other Financing Sources	13	1,100	-1,100	0
Transfers In	14	5,207,362	501,708	5,709,070
Total Revenues & Other Sources	15	28,780,266	673,901	29,454,167
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	6,069,986	-221,500	5,848,486
Public Works	17	2,739,977	-46,623	2,693,354
Health and Social Services	18	0	0	0
Culture and Recreation	19	3,064,205	-970,289	2,093,916
Community and Economic Development	20	976,912	5,000	981,912
General Government	21	1,986,605	83,799	2,070,404
Debt Service	22	3,124,927	20,000	3,144,927
Capital Projects	23	4,416,015	-3,767,015	649,000
Total Government Activities Expenditures	24	22,378,627	-4,896,628	17,481,999
Business Type/Enterprise	25	5,772,367	999,712	6,772,079
Total Gov Activities & Business Expenditures	26	28,150,994	-3,896,916	24,254,078
Transfers Out	27	5,207,362	501,708	5,709,070
Total Expenditures/Transfers Out	28	33,358,356	-3,395,208	29,963,148
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-4,578,090	4,069,109	-508,981
Beginning Fund Balance July 1, 2023	30	37,509,240	-18,176,153	19,333,087
Ending Fund Balance June 30, 2024	31	32,931,150	-14,107,044	18,824,106

Explanation of Changes: adjusted revenues and expenses to reflect an accurate estimate of trends for the current year; public safety employee numbers are down which resulted in a projected decrease in expenses, other expenses adjustments were the timing of grant funding coming in and being expensed.



COUNCIL ACTION FORM

Date: 05/02/2024

Presented By: Baum

Subject: Vehicle Purchase Agenda Item: 9

Description:

Unit 17, a 2021 Dodge Durango with 80,000 miles has reached the end of its life. This unit has been out of service for long periods of time due to repairs, including multiple times in the last year. After recently being serviced twice for radiator issues, the engine failed during a citizen transport to the Fort Madison Community Hospital.

The replacement would be a 2024 Dodge Durango AWD. \$37,381.68 includes equipment installation and reflects a trade in value of \$17,000 for Unit 17.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 001-110-6710 Title: Capital

Amount Budgeted: 0

Actual Cost: \$37,381.68

Under/Over: _____

Funding Sources:

Departments:

Police _____

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

RESOLUTION NO. _____

**A RESOLUTION ALLOWING THE PURCHASE OF A 2024 DODGE
DURANGO POLICE VEHICLE AND EQUIPMENT**

WHEREAS, the City of Keokuk agrees to purchase a 2024 Dodge Durango from Stew Hansen Dodge, who has been awarded the state bid contract for said vehicle, and,

WHEREAS, the city agrees to pay a Purchase Price of \$37,381.68 for the vehicle and all equipment after trade in.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF
KEOKUK, IOWA;** that the purchase by City of Keokuk is hereby approved.

PASSED, APPROVED, AND ADOPTED this 2nd day of May 2024.

K.A. Mahoney, Mayor

Attest: Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: May 2, 2024

Presented By: Dave Hinton, Interim City Administ *DH*

Subject: SEIDC Lease - Roquette America Agenda Item: _____

Description:

Roquette America has requested an extension on the current lease with the City for the Southeast Iowa Development Center. The new lease will replace the existing lease and will be for a term of 60 months beginning January 19, 2024 and ending at midnight on January 19, 2029. Roquette America will pay \$7,500 per month for a total lease amount of \$450,000. The lease area consist of 4,000 square feet in Suite 109 and 2,000 square feet in Suite 210D.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

RESOLUTION NO.

**A RESOLUTION APPROVING NEW LEASE WITH
ROQUETTE AMERICA AT THE SOUTHEAST IOWA DEVELOPMENT
CENTER**

WHEREAS Roquette America is leasing space at the Southeast Iowa Development Center; and

WHEREAS the lease is for Suite 109 (4,000 square feet) and Suite 210D (2,000 square feet) of the building numbered as 1417 Exchange Street constructed thereon consisting of approximately 78,000 square feet, parking lot, surrounding land; and

WHEREAS the term is for 60 months commencing January 19, 2024, and ending at midnight January 19, 2029, at a lease rate of \$7,500 per month for a total of \$450,000; and

WHEREAS this is replacing any existing leases with Roquette America at the Southeast Iowa Development Center.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a new lease with Roquette America be approved.

PASSED, APPROVED, AND ADOPTED this 2nd day of May 2024.

Mayor – K. A. Mahoney

Attest – Celeste El Anfaoui

LEASE DOCUMENT FOR THE SOUTHEAST IOWA DEVELOPMENT CENTER

This LEASE made and entered into this **xx day of xxxx, 2024**, but effective retroactively as of January 19, 2024 (the “Effective Date”) by and between the City of Keokuk, Iowa, a municipal corporation, and political subdivision of the State of Iowa, (hereinafter "LESSOR"), and Roquette America (hereinafter "LESSEE"). LESSOR and LESSEE are jointly referred to as the “Parties”.

WITNESSETH

WHEREAS, LESSOR is the fee simple owner of certain real property located in Keokuk, Lee County, Iowa, commonly known as the Southeast Iowa Development Center and numbered as 1417 Exchange Street, together with the building constructed thereon consisting of approximately 78,000 square feet, parking lot, surrounding land and the other improvements located thereon and hereinafter referred to as the “Property”.

WHEREAS, the City of Keokuk and Roquette America, Inc. previously entered into that certain LEASE DOCUMENT FOR THE SOUTHEAST IOWA DEVELOPMENT CENTER dated as of December 11, 2023, for Suite 109, for a term from January 19, 2024 to January 18, 2026 (the “Prior 109 Lease”).

WHEREAS, this LEASE shall replace and supersede the Prior 109 Lease and LESSEE shall pay certain rental payments for the Prior 109 Lease as identified hereunder.

WHEREAS, the City of Keokuk and Roquette America, Inc. previously entered into that certain LEASE DOCUMENT FOR THE SOUTHEAST IOWA DEVELOPMENT CENTER dated as of August 4, 2023, for Suite 210D, for a term from September 1, 2023 to December 1, 2023, which was amended via Amendment 1 dated October 1, 2023 (the “Prior 210D Lease”).

WHEREAS, the Prior 210D Lease has expired by its terms but LESSEE has remained in the space at LESSOR’S approval and LESSEE shall pay certain rental payments for the Prior 210D Lease as identified hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, LESSOR and LESSEE hereby covenant and agree as follows:

1. **PREMISES:** LESSOR leases the Premises to LESSEE, and LESSEE leases the Premises from LESSOR. The Premises that are the subject of this lease are described in Exhibit A to this lease, which is hereby incorporated into this agreement by reference. LESSEE shall be leasing hereunder the same spaces identified in the Prior 109 Lease and the Prior 210D Lease. The execution of this LEASE hereby replaces and supersedes the Prior 109 Lease. The Prior 210D Lease has expired by its terms. LESSOR has allowed LESSEE to remain in possession of both PREMISES under the Prior 109 Lease and the Prior 210D Lease without paying rent in 2024 due

to ongoing and active negotiation of this LEASE. As a result LESSEE shall make certain back payments of rent due to LESSOR identified in Exhibit B of this LEASE.

2. **TERM:** The term for this lease shall be a period of sixty (60) months, commencing retroactively on **January 19, 2024**, and ending at midnight on **January 19, 2029**. Notwithstanding the foregoing, should either Premises or a portion of either Premises become untenable for LESSOR, at LESSOR'S sole discretion, then, upon thirty (30) days prior written notice, LESSOR shall have the right to terminate this LEASE or a portion of this LEASE and shall pay all rent properly due until the date of termination.
3. **RENT:** LESSEE agrees to pay market rate rent as agreed upon by Parties. Rent and other charges, including late charges, relating to this lease are described in Exhibit B to this lease, which is hereby incorporated into this agreement by reference.
4. **RENEWAL:** This lease may be renewed for two (2) successive terms of six (6) months each, exercisable by LESSEE upon the provision of written notice to LESSOR provided no less than thirty (30) days prior to the conclusion of the initial term or applicable renewal term. The rental rate for each of the two (2) renewal terms, shall be one and 5 hundredths percent (1.05%) of the lease rate as described in Exhibit B of this lease.
5. **POSSESSION:** LESSEE is already in possession of the Premises as follows: LESSEE has possessed Suite 109 since January 19, 2024 and has possessed Suite 210D since September 1, 2023; and shall yield possession to LESSOR at the time and date of the close of the lease term. LESSEE has inspected and knows the condition of the Premises and accepts the same in their present condition. LESSEE acknowledges that LESSOR has made no warranties or representations concerning the Premises and accepts the condition of the Premises in "as is" condition for the term of the lease. LESSEE shall receive an electronic key to enter the building, and a physical key to enter the Premises. Possession of the premises on the first day of the term is an essential term of the agreement.
6. **USE OF PROPERTY**

- 6.1. This property shall be used by LESSEE for the purpose of conducting an organization or business to;

Perform general office work and research.

- 6.2. LESSEE shall not, commit or allow any waste, nuisance, or other such act or omission to occur on the Property and shall not do any act or allow on the Property any condition which may create unreasonable noise, interference, or disruption for those occupying surrounding

properties, including without limitation any other tenants or occupants in the building or on the Property. LESSEE shall advise LESSOR in writing of any change in LESSEE'S use of the Premises.

- 6.3. LESSEE shall fully comply with all federal, state and local laws and regulations applicable to air emissions, water pollution, hazardous waste, hazardous materials, toxic materials, and underground storage tanks. LESSEE shall secure all permits, licenses, and approvals necessary for its operations and shall remain in compliance with such permits. LESSEE shall notify LESSOR within two (2) days if LESSEE learns of any allegation that LESSEE'S operations are in violation of any requirement of any permit or any requirement to have a permit.

7. MODIFICATION OF PROPERTY:

- 7.1. LESSEE shall submit in writing any proposed plan for changes, modifications or additions to the Property or Premises and will not proceed with same without LESSOR's written approval, which shall not be unreasonably withheld. At LESSOR's sole discretion, such written approval may include a requirement that any or all such changes, modifications or additions be returned to the original condition of the property or premises upon the expiration or termination of this agreement or a renewal or extension thereof. Any such changes, modifications, or additions that require work to be performed outside the premises or on any of the heating, ventilating, air-conditioning, mechanical, elevator, plumbing, electrical, fire protection, life safety, or security systems on the property shall also require prior approval. Any such changes, modifications, or additions to the property or premises shall be completed by LESSOR, unless agreed in writing by LESSOR and LESSEE that such changes, modifications, or additions shall be completed by LESSEE. In the event changes, modifications, or additions to the property or premises are completed by LESSEE, LESSEE shall ensure that any such changes, modifications, or additions to the property or premises are performed in accordance with applicable law (including, but not limited to, the Americans with Disabilities Act), utilizing the appropriate permits and governmental approvals, and done in a good and workmanlike manner. LESSEE shall keep the premises and the property free and clear of all liens in any way related to work performed, materials furnished, or obligations incurred by LESSEE.
- 7.2. Unless agreed to in writing beforehand by the parties, any such changes, modifications, or additions to the property or premises shall be completed at LESSEE's sole cost and expense. At LESSOR's sole discretion, LESSOR may agree to assume the up-front costs of changes, modifications, or additions and then modify the rent amount of LESSEE in this agreement to reflect the costs of such changes, modifications, or additions. Any such changes, modifications or additions to the Property or Premises shall become the property of LESSOR, including without limitation furniture and fixtures, laboratory casework and the like that are affixed to the floor, walls or ceiling. No improvements, alterations, or additions

ROQUETTE RESTRICTED

to the Premises, other than trade fixtures, shall be removed without LESSOR's prior written consent, which consent shall not unreasonably be withheld. LESSEE shall repair all damage caused by any removal of any trade or other fixtures or additions. When providing approval in writing, LESSOR may require that LESSEE restore the changed, modified or added to Property or Premises to their original condition upon the expiration or termination of this agreement or renewals or extensions thereof.

- 7.3. Notwithstanding the foregoing or anything else to the contrary, LESSEE shall not be permitted to place any underground storage tanks on or under the Property.
8. **CARE OF PREMISES:** LESSEE shall keep the Property and Premises neat and orderly and shall surrender the premises at the end of the lease term in the same condition as when it took possession, normal wear and tear excepted. Pursuant to Section 20 herein, LESSOR reserves the right to enter the premises to exercise safety or security measures and to make necessary alterations, repairs, additions, or improvements.
9. **MAINTENANCE AND REPAIR:** LESSOR shall repair and maintain the roof, exterior walls, and foundation of any structures. LESSOR shall maintain and keep in good working order all equipment, fixtures, and systems in common areas and shall perform routine repair and maintenance on the same. In addition, and without limitation, LESSOR shall protect water pipes, heating and air conditioning equipment, plumbing, fixtures, appliances, and sprinkler systems from becoming frozen in common areas.
- 9.1. LESSEE shall have the obligation of maintaining all portions of the leased Premises which LESSOR is not specifically obligated to maintain under the above section. LESSEE shall maintain and keep in good working order all equipment, fixtures, and systems in leased Premises, and shall perform routine repair and maintenance on the same. However, LESSOR shall protect water pipes, heating and air conditioning equipment, plumbing, fixtures, appliances, and sprinkler systems from becoming frozen in leased Premises.
- 9.2. LESSOR shall be responsible for maintenance of light fixtures and lamps in their leased Premises, for repair and routine maintenance of water pipes, plumbing apparatus, and fixtures, within the leased Premises. LESSOR shall replace any worn or outdated equipment with new equipment of like quality and durability. All equipment outside the leased Premises, such as boilers, shall be the responsibility of the LESSOR.

10. **UTILITIES AND SERVICES:**

10.1. General purpose water, electric, gas, sewer, trash removal, maintenance, sidewalk maintenance including snow removal and general care of hallways and public areas will be provided by LESSOR. Should LESSEE's operations result in excessive and inordinate utility consumption as determined in the sole discretion of the LESSOR, the LESSOR reserves the right to charge a reasonable fee for such consumption.

10.2. LESSOR shall provide central heat and air conditioning to Premises at a level of normal

ROQUETTE RESTRICTED

comfort and water in the restrooms. Tenant shall be responsible for special heating or water requirements within the Premises.

- 10.3.** LESSOR shall provide fiber internet services and public access WIFI. Should LESSEE's data usage result in excessive and inordinate consumption as determined in the sole discretion of the LESSOR, the LESSOR reserves the right to charge a reasonable fee for such consumption.
- 10.4.** LESSEE is responsible for telephone.
- 10.5.** LESSEE will have equal access to the mailbox, a designated break room, designated restrooms, and parking at no additional charge.
- 10.6.** LESSEE must reserve common meeting spaces with the property manager and submit Building Usage Agreement prior to use.
- 11. TAXES:** State, city, and county real estate taxes for the Premises during the calendar year are included in market rate rent.
- 12. PUBLIC REQUIREMENTS:** LESSEE shall comply with all laws, orders, regulations, ordinances, and other public requirements at any time affecting the Premises or the use of the Premises.
- 13. LICENSING AND FEES:** LESSEE shall obtain all necessary licensing and registrations for the use and operation of the Premises and shall pay when due all license and registration fees.
- 14. INSURANCE:** LESSOR and LESSEE shall each be responsible to protect its respective property interests. The following provisions shall apply:
- 14.1.** LESSOR shall obtain "All Risk" Property Insurance on the Property, including fixtures and non-removable tenant improvements in such amount as LESSOR deems sufficient. LESSEE shall cooperate with LESSOR so that the lowest insurance rating can be obtained. Accordingly, LESSEE shall fully cooperate with the insurance carrier in implementing any measures of complying with any requirements the carrier may have. All costs of such measures or compliance shall be borne by LESSEE. If the insurance rates published by the Insurance Service Office of the State of Iowa are increased as the result of any activities or hazards introduced by LESSEE, then LESSEE shall pay the amount by which the insurance premiums are increased because of such activities or hazards.

At its sole cost and expense, LESSEE shall purchase and maintain liability insurance with a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be endorsed to include the City of Keokuk State of Iowa as an additional insured. Also, Tenant shall, during the term of this Lease, maintain Worker's Compensation in the statutory amount. Policy shall contain a severability of interests provision.

- 14.2.** The policies shall also provide that LESSOR be given at least thirty (30) days' notice before any cancellation or material modification of the policy.

- 14.3. LESSEE shall provide to LESSOR a certificate of insurance evidencing above insurance with the signed Lease and annually. Upon reasonable request, LESSEE shall furnish LESSOR with a copy of the premium bill and evidence of payment.
- 14.4. In the event of casualty damage to the Premises, and if LESSOR is carrying the "All Risk" Property Insurance, LESSEE shall promptly report the damage to LESSOR and LESSOR shall make whatever claim against the insurance company that LESSOR deems advisable. LESSEE shall cooperate in connection with the claim. In the event of either damage to the Premises by casualty or an assertion of liability, or if LESSEE is carrying the applicable insurance policy, LESSEE shall promptly report the same to the applicable insurance company and make a claim for insurance proceeds, delivering to LESSOR a copy of the claim. Any insurance proceeds shall be applied to the rebuilding or repair of the Property, with any excess paid to LESSOR or disbursed as LESSOR deems appropriate.
15. **LIENS AND ENCUMBRANCES:** This Lease shall be subject and subordinate to any present or future mortgages, deeds of trust, and other liens or encumbrances executed or consented to by LESSOR, which do not materially adversely affect LESSEE'S use of the Premises. The holder of any such mortgage, deed of trust, lien or encumbrance may notify LESSEE in writing of its interest, and in such event, LESSEE shall send copies of all notices or communications regarding this Lease to the holder of the mortgage, deed of trust, lien, or encumbrance. Such holder shall be entitled to take any action or exercise any rights reserved to LESSOR under this Lease. LESSEE shall, within ten (10) days after receipt of a request therefor, execute and deliver to LESSOR and the holder of such a mortgage, deed of trust, lien or other encumbrance, an estoppel certificate and/or agreement evidencing the subordination of this Lease as described above, which estoppel certificate and/or agreement shall be in form satisfactory to LESSOR and such holder.
- 15.1. LESSEE shall not encumber or permit the encumbrance of the PREMISES or this leasehold estate by any mortgage, deed of trust, assignment, security interest, lien or other charge, without LESSOR'S prior written consent, which consent shall not be unreasonably withheld.
- 15.2. This Lease does not require LESSEE to improve the PREMISES or construct any improvements or additions on the PREMISES. Any improvements or additions to the PREMISES which LESSEE might make, or permit are for the sole use of LESSEE and will not benefit LESSOR'S reversion. LESSEE is not, and shall not be deemed to be, the agent of LESSOR in contracting or arranging for any improvements to the PREMISES or any construction on the PREMISES. Additional provisions relating to alterations and improvements are contained in Section 7 of this Lease.
- 15.3. LESSEE shall promptly pay all bills for labor done or material or equipment supplied for any construction or repair work done on the PREMISES. Failure to promptly pay any such bills shall be a default under this Lease. LESSEE shall defend and indemnify LESSOR from all liability, damages or expense resulting from any mechanic's lien claims affecting the

PREMISES.

16. **HAZARDOUS WASTE:** As used herein, the term "**Hazardous Substances**" shall mean urea formaldehyde, polychlorinated biphenyls, asbestos, asbestos- containing materials, radioactive materials or wastes, petroleum products, or any other waste material or other substance which would subject the LESSOR as owner of the Property to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "**Environmental Regulations**" as used herein means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials.
- 16.1. LESSEE shall not allow on the Property any leakage, spillage or release of any hazardous substance, hazardous waste, petroleum, or toxic material as those terms are defined by federal or state law or regulation. If such a release should occur, LESSEE shall notify LESSOR of such fact within two (2) days. Furthermore, in such event, LESSEE shall promptly remove and clean up any such leakage, spillage, or release, at its own cost, and LESSEE shall accomplish such removal and clean-up in strict compliance with all applicable laws, codes and regulations. LESSEE shall notify LESSOR within two (2) days if LESSEE receives notice of intent to sue, notice of violation, citation, warning, or similar notification arising out of operations on the Property. LESSEE shall notify LESSOR within two (2) days if LESSEE learns of any federal, state, or local agency investigation or inquiry concerning the Property or LESSEE'S operations.
- 16.2. LESSEE shall not use all or any part of the Property for the purpose of refining, producing, storing, handling, transferring, processing, or transporting any pollutants or contaminants or any Hazardous Substances or petroleum products in any manner which would result in a release or threatened release which could require response under applicable Environmental Regulations, nor shall LESSEE permit or suffer any other party to use all or any part of the Property for any purpose forbidden herein.
17. **INDEMNITY:** LESSEE shall indemnify, defend, and hold harmless LESSOR from and against any and all damage, expense, claim, liability or loss, including reasonable attorneys' fees, arising out of or in any way connected to any condition, occurrence or event occurring on the Premises or arising out of any use of the Premises during the term of this Lease. This duty to indemnify and defend shall include but shall not be limited to damages, costs, liability, loss, and expense including professional consultant, engineering or attorneys' fees incurred in responding to federal, state, or local laws, strict liability, or common law. LESSOR shall indemnify, defend and hold harmless LESSEE from and against any and all damage, expense, claim, liability or loss, including reasonable attorneys' fees, arising out of or in any way connected to any condition, occurrence or event occurring on the Property that is part of LESSOR'S control, such as the common areas, or that is caused by LESSOR.
18. **DAMAGE BY CASUALTY:** If a substantial part of the Premises is so damaged by fire or other

ROQUETTE RESTRICTED

casualty that the Premises are totally untenable, LESSOR may at its sole option terminate this Lease. If the Lease is so cancelled, rent shall be paid only to the date of cancellation and LESSEE shall promptly surrender the Premises to LESSOR.

- 18.1. If LESSOR does not elect to terminate this Lease in case of a total inability to occupy the Premises, this Lease shall continue in full force and effect and LESSOR shall restore the Premises to at least their previous condition within a reasonable time. For that purpose, LESSOR and its agents and contractors may enter the Premises. Rent shall abate during the period of inability to occupy the Premises, unless the inability to occupy the Premises is the fault, either by willful action or negligence, of the LESSEE, in which case Rent will continue to be owed.
- 18.2. If the Premises are so damaged by fire or other casualty that ability to occupy the premises is only partially disturbed, LESSOR shall restore the same to at least their previous condition within a reasonable time. For that purpose, LESSOR and its agents may enter the Premises, and rent shall abate in proportion and in duration equal to the partial Premises unable to occupy. No claims shall be made by or allowed to LESSEE by reason of any inconvenience or annoyance arising from the repair work
- 18.3. In the event the Premises suffer any casualty damage, LESSEE shall within ten (10) days remove any debris or rubbish, remove its personal property from the damaged Premises, and clean the damaged Premises to facilitate repair or restoring operations.
19. **ASSIGNMENT OR SUBLEASE:** LESSEE shall not assign this Lease, sublease the Premises, or allow anyone else to use or occupy any part of the Premises, without LESSOR'S prior written consent, which consent shall not unreasonably be withheld. LESSOR may assign this Lease to any subsequent purchaser of the Premises, and upon such assignment shall be released from all rights and obligations under this Lease.
20. **INSPECTION:** LESSEE shall allow LESSOR to enter the leased Premises at reasonable times, and with reasonable notice considering the circumstances, for the purposes of inspection, repairs, or improvements, or to exercise safety or security measures.
21. **LESSEE'S PERSONALITY:** LESSOR shall not be liable for any loss or damage to any of LESSEE'S merchandise, personality, or other property on or about the Property, unless caused by LESSOR, or for any lost profits of or consequential damage to LESSEE regardless of the cause of the loss or damage. LESSEE shall be responsible for any taxes or assessments made against LESSEE'S personal property and shall defend and indemnify LESSOR against the same. LESSEE shall not be liable for any loss or damage to any of LESSOR'S merchandise, personality, or other property on or about the common areas of the Property, unless caused by LESSEE, or for any lost profits of or consequential damage to LESSOR regardless of the cause of the loss or damage.
22. **DEFAULT BY LESSOR:** LESSEE shall give LESSOR written notice of any default by

ROQUETTE RESTRICTED

LESSOR. If (a) the default is not cured within thirty (30) days after LESSOR receives the written notice, or (b) LESSOR does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then LESSEE at its election may declare this Lease terminated after an additional period of thirty (30) days. If this Lease is rightfully terminated in accordance with this section, rent shall be paid only to the end of the second thirty (30) day period.

23. **DEFAULT BY LESSEE:** The following provisions shall govern default by the LESSEE:

23.1. LESSEE will be in default under this Lease upon the happening of any one or more of the following events:

23.1.1. Failure of LESSEE to make any rent payment when due or fully and timely perform any obligation contained in this Lease.

23.1.2. Any warranty, representation or statement made or furnished to LESSOR by or on behalf of LESSEE for the purpose of inducing the execution of this Lease or any other agreement between the parties proves to have been false in any material respect when made or furnished.

23.1.3. LESSEE is dissolved or its existence terminated; LESSEE becomes insolvent, its business fails, or a receiver is appointed for any of LESSEE'S property; LESSEE is generally not paying its debts as they become due; or LESSEE makes an assignment for the benefit of its creditors or is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding.

23.2. Any of the occurrences set forth in Section 23.1.3. of this Lease above occurs with respect to any guarantor or surety of LESSEE'S obligations.

23.3. LESSEE abandons the Premises, or the Premises or LESSEE'S leasehold interest in the Premises are attached or taken under any court order or writ of execution.

23.4. If LESSEE defaults, LESSOR may enforce its rights by an action for rent and possession, unlawful detainer, or other legal remedy. LESSEE agrees that, notwithstanding LESSOR'S possession of the Premises, LESSEE shall remain liable for and shall pay LESSOR an amount equal to the entire rent payable to the end of the then-applicable term of this Lease. This amount may either (a) be accelerated and become payable at once, or (b) become due and be payable monthly, at the sole option of LESSOR. In addition, LESSEE shall be liable for and shall pay to LESSOR any loss or deficiency sustained by LESSOR because of LESSEE'S default.

23.5. Notwithstanding LESSOR'S re-entry and possession of the Premises, LESSOR, upon LESSEE'S default, shall have the right, without notice to LESSEE, and without terminating this Lease, to make alterations and repairs for the purpose of reletting the Premises. LESSOR may relet or attempt to relet the Premises or any part of the Premises for the remainder of

ROQUETTE RESTRICTED

- the then-applicable Lease term or for any longer or shorter period as opportunity may offer, to such persons and at such rent as may be obtained. Nothing in this Lease shall require LESSOR to relet or make any attempt to relet the Premises, and any reletting shall be done by LESSOR as agent for LESSEE. In case the Premises are relet, LESSEE shall pay the difference between the amount of rent payable during the remainder of the term and the net rent actually received by LESSOR during the term after deducting all expenses for repairs, alterations, recovering possession and reletting the same, which difference shall either (a) accrue and be payable monthly, or (b) be accelerated and become payable at once, at LESSOR'S sole option.
- 23.6. No actions taken by LESSOR after LESSEE'S default shall be construed as indicating a termination of this Lease. This Lease shall remain in full force and effect and shall not be terminated unless LESSOR so elects in writing.
- 23.7. At LESSOR'S election, LESSOR may cure any default of LESSEE by expending money, contracting for the making of repairs, purchasing insurance, or by any other actions. If LESSOR takes any such actions, LESSEE will promptly, upon demand, reimburse LESSOR for all of LESSOR'S expenses. All such expenses shall bear interest from the dates they are incurred until the dates they are paid, at a rate of 10 percent (10%) per annum.
- 23.8. LESSOR shall be entitled to recover from LESSEE all of LESSOR'S expenses in exercising any of its rights under this Lease, including without limitation LESSOR'S reasonable attorney's fees.
- 23.9. All of LESSOR'S remedies are cumulative, and may be exercised successively or concurrently, at LESSOR'S election.
24. **RETURN OF PREMISES:** At the termination of this Lease, LESSEE agrees to deliver to LESSOR the PREMISES and all mechanical systems and all equipment and fixtures thereon, in good working order and condition, subject to reasonable wear and tear considering a five-year term of usage. All keys and other property of the LESSOR shall be returned by LESSEE at that time.
- 24.1. Should LESSEE fail to vacate the PREMISES at the termination of this Lease, LESSEE shall pay for each day of the holdover period either (a) twice the then-applicable rent, or (b) a current fair market rent for the PREMISES (as determined by LESSOR in its sole judgment), whichever is higher. All the terms and provisions of this Lease shall continue to apply. LESSEE will be a tenant at will during the holdover period. Nothing in this section shall be a waiver of or preclude the exercise of LESSOR'S remedies for LESSEE'S default. Should LESSEE'S holdover prevent LESSOR from fulfilling the terms of another lease, LESSEE shall defend and indemnify LESSOR from all direct and consequential damages for which LESSOR may be liable, or which LESSOR may suffer, as a result thereof.
25. **EMINENT DOMAIN:** If any substantial part of the Premises (affecting LESSEE'S operations)

ROQUETTE RESTRICTED

is taken under the power of eminent domain, conveyed in lieu of condemnation, or acquired for any public or quasi-public use, this Lease may be terminated by either party. The parties shall make their individual claims for the award, which shall be distributed according to law.

26. **RULES:** LESSEE understands and acknowledges that it and its officers, employees, agents, visitors, and guests shall observe all operating policies of the LESSOR, including, but not limited to, rules, procedures and traffic and parking regulations. Such policies shall be provided in writing by LESSOR.
27. **COMMON AREAS:** LESSEE shall have reasonable use of common areas of the building for normal business purposes, within the policy guidelines.
28. **SMOKE FREE ENVIRONMENT:** It is acknowledged by Tenant that the building is a smoke free environment, and no smoking therein will be enforced accordingly by Landlord.
29. **NO ANIMALS/PETS:** No animals or pets of any kind are permitted in the building or within the Premises.
30. **SECURITY:** LESSEE is responsible for securing all windows and doors within its Premises and shall exert diligence in keeping building entrances and openings locked after normal business hours. LESSEE shall be solely responsible for any and all losses, damages, claims, or causes of action that may arise that relate in any way from LESSEE's failure or alleged failure to perform the obligations under this provision. LESSEE further agrees to defend, hold harmless, and indemnify LESSOR for any violation of the obligations under this provision.
31. **APPLICABILITY TO THIRD PARTIES AND SUCCESSORS IN INTEREST.** There are no third-party beneficiaries to this agreement. The terms, provisions, and conditions of the agreement shall be binding upon and inure to the benefit of LESSOR and LESSEE and their respective successors, assigns, and legal representatives.
32. **COUNTERPARTS AND FACIMILE SIGNATURES.** The parties agree that this agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual, or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.
33. **SEVERABILITY.** If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this agreement. Such a determination shall not affect the validity or enforceability of other parts or provisions of the agreement.
34. **INTEGRATION.** This agreement, including all the exhibits and documents incorporated by reference, represents the entire agreement between the parties and neither LESSOR nor LESSEE is relying on any representation that may have been made which is not included in this agreement.

ROQUETTE RESTRICTED

This agreement supersedes all prior agreements between LESSOR and LESSEE regarding the premises and the subject matter of this agreement.

35. **SIGNS**: LESSEE shall not place any signs or advertisements on the PREMISES without the written consent of LESSOR, and the application for and granting of a City Sign Permit complying with the City Sign Code. Consent for signage shall not be unreasonably withheld. Within the 120 days prior to the termination of any Lease term, LESSOR, at their sole discretion, may display signs advertising the rental of the PREMISES.
36. **WAIVER OF SUBROGATION**: LESSOR and LESSEE each respectively waive all rights of recovery against the other and the other's agents, employees, permitted licensees and assignees, for any loss or damage to property or injury to or death of persons, to the extent the same is covered or indemnified by proceeds of any insurance, or for which reimbursement is otherwise received. This agreement, however, shall apply only so long as the parties' respective insurance companies expressly concur in this agreement and waive all subrogation rights. Each party shall have a continuing obligation to notify the other party if these waivers are not granted. Nothing in this section shall impose any greater liability upon the LESSOR than would have existed in the absence of this section.
37. **ATTORNMENT**: LESSEE agrees to and does attorn to any successor to LESSOR'S interest in all or any part of the PREMISES, including without limitation any purchaser at any foreclosure sale of all or any part of the PREMISES.
38. **SUCCESS OR FAILURE OF TENANT'S BUSINESS**: Tenant specifically recognizes and acknowledges that the business venture to be undertaken by Tenant within the Premises depends upon the ability of Tenant as an independent businessperson, as well as other factors, such as market and economic conditions which are beyond the control of Landlord and Tenant. Tenant acknowledges that the success or failure of Tenant's business enterprise will be dependent on the business acumen and diligence of Tenant. Tenant agrees that the success or failure of Tenant's business will not depend on Landlord's advise or Landlord's performance under this Lease and Landlord makes no representations or warranties as to the success or prospects of Tenant's business.
39. **BANKRUPTCY**: The following covenants are a part of this agreement:
 - 39.1. The parties agree that this Lease has been entered into partly because of LESSOR'S judgment that LESSEE will be particularly able to perform the Lease covenants. LESSEE has substantial duties of performance under this Lease, apart from its mere financial obligations. This Lease is a personal contract between the parties which cannot be assumed by any trustee or other party in bankruptcy. party in violation of the above agreement, LESSOR will not have adequate assurance of performance, within the meaning of Section 365 of the Bankruptcy Code of 1978, as amended, unless the trustee or other party can demonstrate that itself or a substitute lessee will have the particular capacity to fulfill the nonmonetary covenants of this Lease. LESSOR will not have adequate assurance of

ROQUETTE RESTRICTED

performance unless and until (a) LESSOR is allowed access to adequate financial and other information about the proposed lessee, including without limitation references from prior lessors, to satisfy itself that the trustee, other party or proposed lessee is fully able to assume the financial and personal covenants of LESSEE in this Lease, in full accordance with its terms, and (b) sufficient bonds or letters of credit are posted by the trustee, other party or proposed lessee to guarantee performance of the Lease obligations. The parties further agree that the definition of the term "adequate assurance" as set forth in Section 365(b)(3) of the Bankruptcy Code of 1978, as amended, shall apply to any determination of adequate assurance in connection with this Lease.

- 39.2. In the event any proceedings in bankruptcy are brought against LESSEE or affect LESSEE, the trustee or other party shall not be permitted to use, sell or lease any of the PREMISES, whether or not in the ordinary course of business, without providing adequate protection to LESSOR. The parties agree that the language in Section 361 of the Bankruptcy Code of 1978, as amended, shall be the exclusive definition of the term "adequate protection" in connection with any use, sale or lease of the PREMISES. The cash payment referred to in that section shall mean the full payments required under this Lease, plus payment representing the value of LESSOR'S lost ability to use or lease the PREMISES; and the then "indubitable equivalent" as used in that section shall mean protection afforded by either grants of administrative expense priority, grants to LESSOR of ownership interests in a continuing business surviving the bankruptcy, or grants to LESSOR of protected securities issued by a continuing business surviving the bankruptcy, which completely compensate LESSOR for the loss of the present value (computed at the then market rate of interest for commercial loans) of LESSOR'S ability to use or lease the PREMISES.
- 39.3. The parties agree that because of the extreme financial importance to LESSOR of this transaction, LESSOR will be irreparably harmed by any stay of its collection efforts or the exercise of its remedies under this Lease.
40. **SUCCESSORS AND ASSIGNS:** This Lease shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and (in the case of LESSEE, permitted) assigns of the respective parties.
41. **LIGHT:** This Lease does not grant any rights to light, view or air over adjacent properties. Any diminution or elimination of light, view or air by any structure which may be erected on property adjacent to the PREMISES shall not be a breach of, and shall not affect the rights and obligations of, the parties under this Lease.
42. **WAIVERS:** Any waiver, consent, or approval on the part of LESSOR must be in writing and shall be effective only to the extent specifically set forth in the writing. No delay or omission by LESSOR in the exercise of any right or remedy with respect to any one occasion shall impair LESSOR'S ability to exercise the right or remedy in the same or on another occasion.
43. **AMENDMENTS:** This Lease contains the entire agreement of the parties. No amendments may

ROQUETTE RESTRICTED

be made to this Lease except by an agreement in writing executed by all the parties.

44. **MISCELLANEOUS**: The following provisions are additional terms of this Lease:
- 44.1. The captions of the sections of this Lease are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease.
- 44.2. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction of interpretation of this Lease.
45. **PUBLIC RECORDS**. LESSEE acknowledges that this Agreement is made with a political subdivision of the State of Iowa, and as such, may be subject to Public Records requests. LESSOR's disclosure of records pursuant to the Public Records law is not a breach of the contract.
46. **FINANCIAL STATEMENTS**: LESSEE shall furnish to LESSOR during each year of any term hereof, a complete copy of the LESSEE'S audited financial statements for the immediately preceding year.
47. **GOVERNING LAW**: This Agreement and any claims arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to the principles of conflicts of laws of Iowa. Any claims or legal actions by one party against the other will be commenced and maintained in Lee County District Court, or the U.S. District Court for the Southern District of Iowa, and you submit to the jurisdiction and venue of any such court.
48. **CIVIL RIGHTS**: The LESSEE shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.
49. **FORCE MAJEURE**. Neither LESSOR nor LESSEE shall be liable to the other for any delay or failure of performance of this agreement and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure". As used in this agreement, "force majeure" includes acts of God, war, civil disturbance and any other similar causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Business downturns or difficulties by LESSEE shall not be considered a force majeure event.
50. **PAYMENTS AND NOTICES**: Rent payments, other payments, communications and notices due to LESSOR shall be submitted either be (a) personally delivered or (b) mailed, at or to the Lessor's pay agent, the Keokuk Economic Development Corporation ("KEDC") at the following address:

PAY AGENT:

ROQUETTE RESTRICTED

Keokuk Economic Development Corporation

Attn: Barb Smidt

320 Concert Street

Keokuk, Iowa 52632

LESSEE:

Organization: Roquette America, Inc.

Attention: Purchasing Department

Address: 1003 S. 5th St.

City: Keokuk State: IA Zip: 52632

50.1. Either party may change the address by written notice to the other. Notices shall be effective when received, or when deposited in the United States Mail, if mailed by certified mail.

EXHIBIT A—DESCRIPTION OF PREMISES

Premises include the following wet laboratory rooms located in the building at 1417 Exchange Street, Keokuk, Iowa:

None.

The premises also include the following office rooms located in the building at 1417 Exchange Street, Keokuk, Iowa:

Suite 109 (4,000sqft)

Suite 210D (2,000 sqft)

EXHIBIT B—RENTAL CHARGES

Base Rent includes _____ per month for each of the following wet laboratory rooms:

None

Base Rent also includes **seven thousand five hundred dollars (\$7,500)** per month for the following office rooms:

Suite 109 & Suite 210D

Based on the foregoing, Total Base Rent is **seven thousand five hundred dollars (\$7,500)** per month.

Additional rent includes lease of chemical fume hood(s) as follows:

Additional Rent includes _____ per month for additional furniture, fixtures, laboratory casework, as well as changes, modifications or additions to the premises or building purchased and owned by LESSOR and made available to LESSEE for LESSEE's benefit, described below.

Additional casework valued at _____

Office furniture valued at _____

Based on the foregoing. Total Additional Rent is _____ per month.

Base Rent	\$7,500	per month
Additional Rent	_____	per month
Total Rent	\$7,500	per month

Other Provisions:

Rent payments are due and payable on the first day of the month.

ROQUETTE RESTRICTED

LESSEE shall pay back rent under the Prior Leases as follows:

Suite 109 – Rent not paid for January 19, 2024 to present; so LESSEE owes rent from January 19, 2024 to the Effective Date above.

Suite 210 D - All rent paid through December 31, 2023, and the prior Lease expired on that date; so LESSEE owes rent from January 1, 2024 to the Effective Date above.

The Parties acknowledge and agree that LESSEE shall pay all back rent owed under those two PRIOR LEASES in the amount of \$7,500.00 per month from January 1, 2024 to the Effective Date above, totaling \$.

IN WITNESS WHEREOF, the City of Keokuk and Roquette America have executed this Commercial Lease Agreement on this ___ day of _____, 202_.

FOR LESSOR:

(SEAL)

CITY OF KEOKUK, IOWA

By: _____

K.A. Mahoney, Mayor

ATTEST:

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

FOR LESSEE

By: _____
(Name & Title)

STATE OF IOWA)

) SS

COUNTY OF LEE)

On this _____ day of _____, 20___, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they represent _____, and that said instrument was signed on behalf of said corporation; and that the said representative acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

Notary Public in and for the State of Iowa

Notes for Lessor when negotiating Lease

2.1 Term – If Lease is made with a nonprofit or remote worker a 90-day termination clause is included in the lease in case a for profit business would need to be placed in tenants place. This is due to the grant funding from the US Economic Development Administration (EDA) that prefers business tenants.

10.1 Utilities and Services – If it is known that Lessee’s operations result in excessive and inordinate utility consumption, the Lease will require Lessee to pay to meter utility and usage.

16 Hazardous Waste -If Lessee requires Hazardous Waste removal, they are required to provide information on how they are following environmental regulations and proper disposal of hazardous waste.



COUNCIL ACTION FORM

Date: 4-25-2024

Presented By: Pam Broomhall/Casey Barnes

Subject: Nuisance Demolition - 1026 Blondeau and 1203 Timea Agenda Item: 11

Description:

1026 Blondeau - Property has been a nuisance for several years. City has had property mowed for 4 years and property secured several times. Structure is dilapidated and an eyesore. Property is owned by Integrity Investments Reo Holdings LLC, this company also owns 29 additional properties in Keokuk. City has filed municipal infractions against the company for not registering vacant properties, fines have been levied and Casey continues to work with the City Attorney to file contempt charges. Four bids were received with the low bid of \$12,000 from CCS.

1203 Timea - Property has been a nuisance for several years. The City has mowed for over four years. Windows have been removed from the house, the roof is in disrepair. Municipal Infraction filed against property, fines levied, contempt charges are in motion. Four bids were received with the low bid of \$9,500 from CCS.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 001-170-6490 Title: Professional Services

Amount Budgeted: 150,000

Actual Cost: 21,500.00

Under/Over: N/A

Funding Sources:

Departments:

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

RESOLUTION NO.

**A RESOLUTION AUTHORIZING DEMOLITION OF STRUCTURES AND
APPROVAL OF CONTRACTS FOR PROPERTIES LOCATED
AT 1026 BLONDEAU AND 1203 TIMEA**

WHEREAS, the City solicited bids for the demolition and removal of two single family houses as follows:

1026 Blondeau - Built in 1880, 1,825 sq. ft. two-story, single-family dwelling with $\frac{3}{4}$ basement. Structure has been vacant for years and is in extremely poor condition. Four (4) bids were received with CCS being low bid at \$12,000.00

1203 Timea - Built in 1890, 827 sq. ft. single family dwelling with $\frac{1}{4}$ basement & small shed. Structure has been vacant for years and is in extremely poor condition. Four (4) bids were received with CCS having the low bid at \$9,500.00

WHEREAS, both structures have been declared unsafe to occupy and due to deterioration will not likely be suitable for rehabilitation.

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

That, the City Council hereby accepts the low bids and authorizes the Mayor to sign contracts as presented.

BE IT FURTHER RESOLVED that a lien be filed with the Lee County Treasurers Office against the property for the total amount expended for demolition and related expenses if not paid within thirty (30) days of invoicing property owner.

Passed & Approved this 2nd day of May 2024.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 4-25-24

Presented By: Gabe Rose

Subject: New E-One Fire Truck Purchase Agenda Item: 12

Description:

Enter into a contract of sale with Banner Fire Equipment for a new E-One Rescue Pumper in the amount of \$958,323.00. This apparatus will be a replacement for the 2018 Pierce Enforcer Rescue Pumper that was damaged in the flash flood storm of 2023. Lead time to build the truck is approximately 1050 days.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: \$958,323.00

Under/Over: _____

Funding Sources:

Insurance replacement funds _____

Departments:

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

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR TO ENTER IN A PURCHASE AGREEMENT WITH BANNER FIRE EQUIPMENT

WHEREAS, the City of Keokuk and Banner Fire Equipment enter into a purchase agreement to purchase the fire apparatus and equipment described in the Company's Proposal and the Specifications in the agreement,

WHEREAS, the city agrees to pay a Purchase Price of nine hundred fifty-eight thousand three hundred twenty-three dollars, (\$958,323.00) and, the terms of payment shall include 90% of the purchase price due upon arrival of the unit at the Roxana, Il facility, with the balance due upon final pick up. "Pricing for engine is subject to a surcharge.". It is understood that the City will make a prepayment in the amount of 50% (\$479.162.00) of the Purchase Price.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA; that the agreement between the City of Keokuk and Banner Fire Equipment is hereby approved.

PASSED, APPROVED, AND ADOPTED this 2nd day of May 2024.

K.A. Mahoney, Mayor

Attest: Celeste El Anfaoui, City Clerk

**AGENDA
COUNCIL WORKSHOP
May 2, 2024
IMMEDIATELY FOLLOWING REGULAR MEETING**

1. Interview Council Person At Large.