

AGENDA
CITY COUNCIL MEETING
June 20, 2024
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizen's Request.
6. Consent Agenda.
 - Minutes of the Regular City Council meeting and Workshop of June 6, 2024;
 - Cash Receipts & Treasurer's Report for May 2024;
 - Resolution approving a Liquor License for The Hawkeye, 105 N. Park Drive, Class C Retail Alcohol License – effective July 7, 2024;
 - Resolution approving a Liquor License for The Bar 914, 914 Main Street, Class C Retail Alcohol License – effective July 7, 2024 (pending dram);
 - Re-appointment of Sandra Seabold, Mike Hickey and Ashley Wade to the Keokuk Union Depot Commission, term to expire June 1, 2028;
 - Re-appointment of Robin Davis, Steve Pribyl, and Kristal King to the Keokuk Public Library Board, term to expire July 1, 2030;
 - Re-appointment of Mary Watson and Chance Nye to the City Planning Commission, term to expire May 14, 2029;
 - Cigarette/Tabacco Licenses for July 1, 2024-June 30, 2025;
 - Motion to pay bills and transfers listed in Register No.'s 5410-5412;
7. (a) Now is the time and place for a Public Hearing for amendment to Title 20 zoning, side yard setback for F-2, Condominium District. A public hearing notice was published in the Daily Gate City on June 13, 2024.

(b) Motion to approve the initial reading of an Ordinance amending Title 20, Section 20.60.090 to allow zero side yard setback between dwelling unit within an F-2, condominium district.
8. Consider resolution approving allocation of funds from the Hotel/Motel Tax based on an amount estimated for FY2024-2025.
9. Consider resolution approving the Investment Policy for Fiscal Year 2024-2025 for the City of Keokuk.
10. Consider resolution approving the petty cash and change funds for the Fiscal Year 2024-2025.
11. Consider resolution authorizing advancement of costs for an Urban Renewal Project and certification of expenses incurred by the City for payment under Iowa code Section 403.19.
12. Consider resolution setting Fiscal Year 2024-2025 salaries for personnel of the City of Keokuk effective July 1, 2024.
13. Consider resolution setting rules and fees for campgrounds.
14. Motion to approve a Special Event Permit for Southside Boat Club, July 3rd Fireworks, 6-11 p.m., Hubinger Landing.
15. Motion to approve Special Event Permit for J & M Display, 4th of July Celebration in Rand Park, July 4, 2024, 8 a.m. – 12:00 p.m.

16. Motion to approve a Special Event Permit for Rand Park Pavilion Commission, Rollin On The River Blues Concert, Saturday, August 17, 2024, asking for permission for BYOB.
17. Council Liaison Reports:
18. Staff Reports:
19. New Business:
20. Adjourn Meeting.

**MINUTES
CITY COUNCIL MEETING
June 6, 2024
501 Main Street
5:30 P.M.**

The City Council of the City of Keokuk met in regular session on June 6, 2024, at 501 Main Street. Mayor Mahoney called the meeting to order at 5:30 p.m. There were nine council members present, none absent. Carissa Crenshaw, Tyler Walker, Roslyn Garcia, Dorothy Cackley, Devon Dade, Steve Andrews, Dan Tillman, Roger Bryant, and Michael Greenwald were present. Staff in attendance: Interim City Administrator Dave Hinton, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Police Chief Zeth Baum, Water Pollution Control Manager Tom Wills, Sewer Department Manager Michael Clark, and Bridge, Cemetery, Parks, and Sanitation Manager Bob Weis.

MAYOR'S CORRESPONDENCE: Informed of several events happening in the area, including SBEV and Insight events, a mural project on Main Street, and the awarding of two grants for Brownfield and Main Street Keokuk.

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

- Minutes of the Regular City Council meeting and Workshop of May 16, 2024;
- Minutes of the Special Council meeting of May 20, 2024;
- Minutes of the Safety Committee meeting of May 23, 2024;
- Minutes of the Civil Service Commission for May 25 & 29, 2024;
- Certified List of Candidates for the Keokuk Police Department;
- **RESOLUTION NO. 73-2024:** Approving a Liquor License for Casey's General Store #2595, 326 Main Street, Class E Retail Alcohol License -effective July 1, 2024;
- **RESOLUTION NO. 74-2024:** Approving a Liquor License for Casey's General Store #2636, 3530 Main Street, Class E Retail Alcohol License -effective July 1, 2024;
- **RESOLUTION NO. 75-2024:** Approving a Liquor License for Dr. Getwells, 5 Day License, effective June 21-25, 2024, for Special Event Permit for Main Street Keokuk's Summer Fun & Fundraiser being held on Saturday, June 22, 2024, 6:30-10 p.m., 501 Main Street, between Main Street and Alley;
- Appointment of Erika Barrett to the Historic Preservation Commission, fulfilling a term to expire September 1, 2025;
- Appointment of Erika Barret to the Board of Adjustment, term to expire April 1, 2029;
- Appointment of Shirlee Laubersheimer to the Civil Service Commission, term to expire April 1, 2030;
- Appointment of Chris Carroll to the Building & Housing Advisory Board, term to expire September 19, 2027;
- Appointment of Carlos Guzman to the Architectural Design Review Commission, term to expire June 19, 2026;
- Appointment of Brent Merydith III to the Architectural Design Review Commission, term to expire June 19, 2026

- Re-appointment of Josh Kirchner and Brett Wrieden to the Revolving Loan Fund Committee, terms to expire June 1, 2027;
- Resignation of Kyle Myers from the Historic Preservation Commission, effective immediately;
- Cigarette/Tabacco Licenses for July 1, 2024-June 30, 2025;
- Sidewalk Display Permit for Home Town Wine & Spirits, 1501 Main Street;
- Special Event Permit for Keokuk Chamber of Commerce, Farmers Market, every Saturday through September 28, 2024, 7 a.m.-12:00 p.m. @ Victory Park under the Bridge;
- Motion to pay bills and transfers listed in Register No.'s 5407-5409;

Motion made by Greenwald, second by Crenshaw to approve the following proposed **RESOLUTION NO. 76-2024**: “A RESOLUTION AWARDED CONTRACT FOR ENGINEERING SERVICES TO SHOEMAKER & HAALAND FOR GRAND AVENUE FROM N. 17TH TO BOULEVARD MILL & FILL PROJECT.” (8) AYES, (1) NAYS- Walker. Motion carried.

Motion made by Garcia, second by Crenshaw to approve the following proposed **RESOLUTION NO. 77-2024**: “A RESOLUTION FOR PLACEMENT OF FLOWER GARDEN SCULPTURE.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Bryant to approve the following proposed **RESOLUTION NO. 78-2024**: “A RESOLUTION APPROVING CONTRACT FOR TRANSPORTATION SERVICES WITH SOUTHEAST IOWA REGIONAL PLANNING COMMISSION.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 79-2024**: “A RESOLUTION SETTING A PUBLIC HEARING FOR AMENDMENT TO TITLE 20 ZONING, SIDE YARD SETBACK FOR F-2, CONDOMINIUM DISTRICT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Crenshaw to approve the following proposed **RESOLUTION NO. 80-2024**: “A RESOLUTION APPROVING FINAL PLAT OF SURVEY FOR PROPERTY PARTNERS LLC.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Garcia to approve the following proposed **RESOLUTION NO. 81-2024**: “A RESOLUTION WAIVING PERMIT FEES FOR KEOKUK HOMELESS ALLIANCE.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Tillman to approve the following proposed **RESOLUTION NO. 82-2024**: “A RESOLUTION GRANTING GLENCORE AN EASEMENT AT KINDUSTRY PARK.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Dade to approve the following proposed **RESOLUTION NO. 83-2024**: “A RESOLUTION AUTHORIZING AN AGREEMENT WITH TASKE FORCE, INC. FOR THE RECRUITMENT OF A CITY ADMINISTRATOR FOR THE CITY OF KEOKUK.” (8) AYES, (1) NAYS - Garcia. Motion carried.

Motion to approve Special Event Permit for Main Street Keokuk, Summer Fun & Fundraiser, Saturday, June 22, 2024, 6:30-10:00 p.m., North 5th Street between Main Street and Alley, alcohol being served (pending dram). (9) AYES, (0) NAYS. Motion carried.

Motion to approve Special Event Permit for J&M Display, Doug Deck Service, Funeral Shell Firework (one funeral shell), Oakland Cemetery, Saturday, June 22, 2024, 8-11 a.m. (9) AYES, (0) NAYS. Motion carried.

Motion to approve Special Event Permit for Brett Matlick (Dr. Get Wells), 1100 Block Side Street, Juneteenth Celebration Friday June 21, 2024, from 12-9 p.m., Outside Music & Food. (9) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Carroll reported on S. 18th street, updating rules and regulations regarding city campground, and camera installation at Victory Park and Tolmie Park splash pad due to vandalism.

Motion made by Greenwald, second by Garcia to enter closed session at 6:14 p.m. pursuant to Iowa Code 21.5(1)(c) to discuss strategy with legal counsel concerning imminent litigation. (9) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Crenshaw to enter regular session at 7:04 p.m. (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Crenshaw to have City Administrator and City Attorney to proceed as discussed in closed session. (9) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Crenshaw to adjourn meeting at 7:05 p.m.

MINUTES
COUNCIL WORKSHOP
June 6, 2024
IMMEDIATELY FOLLOWING REGULAR MEETING

PRESENT: Mahoney, Crenshaw, Walker, Garcia, Cackley, Dade, Andrews, Tillman, Bryant, Greenwald.

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

Dayne Walling, Senior Policy Advisor at Insight, presented plans for the coming Insight Keokuk Area Hospital, an emergent care facility Insight is preparing to open with a Rural Emergency Hospital designation.

Meeting Adjourned at 7:30 PM.

**CASH RECEIPTS
MAY 2024**

General Fund	\$	897,574.54
Park Maint/Improv Total	\$	25.00
Road Use Tax	\$	112,741.99
Employee Benefit Total	\$	339,019.64
Emergency Tax Levy Total	\$	12,724.24
Sales Tax - Human Development Total	\$	150,388.70
Tax Increment Financing Total	\$	474,430.42
Economic Development Total	\$	73,708.00
Library Trust Total	\$	4,741.10
Mary E. Tolmie Fund Total	\$	1,941.37
Debt Service Total	\$	378,773.28
Capital Improvement Project Total	\$	1,000.00
Capital Project Total	\$	4,452.50
WPC Maint/Operation Total	\$	249,511.11
WPC Improvement Reserve Total	\$	4.24
Solid Waste Total	\$	83,462.71
Municipal Bridge Total	\$	3,922.36
Internal Service Fund Total	\$	61,014.40
TOTAL	\$	2,849,435.60

TREASURER'S REPORT
CALENDAR 5/2024, FISCAL 11/2024

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	2,908,547.86	897,574.54	821,649.33	1,954.73	2,986,427.80
002	PARK MAINT/IMPROV	238,967.39	25.00	3,158.00	.00	235,834.39
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,415,573.40	112,741.99	104,470.99	3,805.21-	1,420,039.19
112	EMPLOYEE BENEFIT	1,341,953.91	339,019.64	8,289.20	.00	1,672,684.35
119	EMER - TAX LEVY	289,938.78	12,724.24	.00	.00	302,663.02
121	SALES TAX - HUMAN DEV	1,427,669.65	150,388.70	.00	.00	1,578,058.35
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	42,229.75	474,430.42	3,962.40	.00	512,697.77
160	ECONOMIC DEVELOPMENT	273,988.80	73,708.00	.00	.00	347,696.80
167	LIBRARY TRUST	108,469.50	4,741.10	.00	.00	113,210.60
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	91,609.34	1,941.37	.00	.00	93,550.71
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	658,689.27	.00	.00	.00	658,689.27
200	DEBT SERVICE	472,755.04	378,773.28	1,307,632.32	776,381.32	320,277.32
301	CAPITAL IMPROV PROJECTS	5,061,115.84	1,000.00	169,892.39	.00	4,892,223.45
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP EQUIP PURCHASES	589,704.01-	.00	13,035.91	.00	602,739.92-
304	CAPITAL PROJECT	266.68	4,452.50	.00	.00	4,719.18
500	PERPETUAL CARE	512,170.29	.00	.00	.00	512,170.29
610	WPC MAINT/OPERATION	1,499,806.88	249,511.11	192,105.44	10,833.03-	1,546,379.52
611	WPC IMPR RESERVE	1,190,203.93	4.24	.00	.00	1,190,208.17
612	SEWER MAINT EQUIP REPL	577,527.69-	.00	.00	.00	577,527.69-
613	WAT POL CONTR CAP	758,278.94	.00	150,000.00	.00	608,278.94
614	SEWER IMPROV RESERVE	31,570.28	.00	.00	.00	31,570.28
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	221,458.67	83,462.71	54,785.59	693.54-	249,442.25
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,035,950.34	3,922.36	20,971.13	525.68	2,019,427.25
810	INTERNAL SERVICE FUND	20,193.24	61,014.40	64,491.92	.00	16,715.72
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	Report Total	20,606,317.43	2,849,435.60	2,914,444.62	763,529.95	21,304,838.36

RESOLUTION NO.

A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR THE HAWKEYE

WHEREAS, Application has been made by Matlick, Inc. for a Class C Retail Alcohol License with Catering Service, & Outdoor Service for The Hawkeye, 105 N. Park Drive; **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, Matlick, Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License with Catering, & Outdoor Service for The Hawkeye, 105 N. Park Drive, effective July 7, 2024, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed & Approved this 20th day of June 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
THE BAR 914**

WHEREAS, Application has been made by The Bar 914, LLC for a Class C Retail Alcohol License with Outdoor Service for The Bar 914, 914 Main; **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, The Bar 914, LLC has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License with Outdoor Service for The Bar 914, 914 Main, effective July 7, 2024, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 20th day of June 2024.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

Council Meeting Agenda June 20, 2024
CIGARETTE PERMITS 2024-2025

Walgreens #05886
1215 Main Street

Greenleaf Tobacco & Vape
3360 Main Street #5

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 JUNE 20, 2024.

REGISTER NO. 5410

AMI PIPE & SUPPLY	SUPPLIES SEWER DEPT.	\$	33.00
BARCO MUNICIPAL PRODUCTS, INC.	PARTS/SUPPLIES STREET DEPT.	\$	254.51
KEOKUK MUNICIPAL WATER WORKS	GARBAGE/SEWER BILLING	\$	2,352.50
GATE CITY PUBLISHING	PUBLICATIONS	\$	739.84
JIM BAIER, INC	PARTS	\$	71.87
HARTRICK'S LUMBER	SUPPLIES	\$	217.24
RIVER CITY PARTS, INC.	PARTS	\$	64.50
SHERWIN-WILLIAMS CO.	CREDIT ON ACCOUNT	\$	(6.72)
ACCESS SYSTEMS	SERVICE	\$	196.05
KONE INC.	SERVICE	\$	5,200.32
IDEAL READY MIX COMPANY, INC	CONCRETE K-PLAY TOLMIE PARK	\$	508.50
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$	1,356.00
TASKE FORCE, INC.	SERVICE	\$	5,511.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$	346.68
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$	2,176.49
ALLIANT	SERVICE	\$	41,974.09
PETTY CASH-KEOKUK LIBRARY	SUPPLIES	\$	62.59
THE CARDBOARD BOX	UPS CHARGES WWTP	\$	60.93
HACH COMPANY	WPC LAB SUPPLIES	\$	69.08
CENTURY LINK	SERVICE	\$	1,122.49
PRINCIPAL LIFE INSURANCE CO.	DISABILITY/LIFE INSURANCE	\$	966.82
GREAT RIVER REGIONAL WASTE	SERVICE	\$	32,240.61
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$	1,221.88
TRUCK REPAIR, INC	PARTS	\$	644.09
HARNETIAUX FARM & HOME SUPPLY	PARTS/SUPPLIES SEWER DEPT.	\$	208.71
MEYERS PLUMBING	MATERIAL/LABOR @ VERITY MUSEUM	\$	890.91
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION THRU 5/26/24	\$	1,160.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES BRIDE DEPT.	\$	808.87
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$	738.00
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$	727.00
ENDERLE HEATING & A/C COMPANY	LABOR @ KEOKUK PUBLIC LIBRARY	\$	127.50
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$	440.00
KEOKUK AREA CONVENTION AND	HOTEL/MOTEL FY23/24 4THQTR PMT	\$	34,500.00
DEPARMMENT OF INSPECTIONS,	BOILER SAFETY GRAND THEATRE	\$	405.00
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$	90.40
YOUNGGREN SHOES	SAFETY BOOTS	\$	244.98
PIPER JAFFRAY & CO.	PROFESSIONAL SERVICES	\$	1,250.00
NIEMANN FOODS, INC./ACE	SUPPLIES	\$	525.84

REGISTER NO. 5411

IOWA PRISON INDUSTRIES	SUPPLIES	\$	275.00
U.S. CELLULAR	SERVICE	\$	540.22
RON SYMMONDS	TOOL ALLOWANCE FY2023-2024	\$	342.10
FASTENAL COMPANY	PARTS/SUPPLIES	\$	4.85
USA BLUE BOOK	SUPPLIES	\$	2,421.65
AT&T MOBILITY	SERVICE	\$	714.95
AUTOZONE	PARTS/SUPPLIES	\$	758.96
PETE BENSON	TOOL ALLOWANCE FY23-24	\$	39.33
SNAP-ON TOOLS	PARTS	\$	345.95
DISCOUNT TIRE & SERVICE	TIRES	\$	3,922.00
O'REILLY AUTOMOTIVE INC.	PARTS	\$	1,115.51
MIKE WINN	REIMBURSEMENT	\$	90.00
LCL FARMS INC.	SERVICE	\$	12,650.00
BRIAN DEPRIEST	REIMB.TRAVEL EXP. TO DES MOINES	\$	77.28
IMI EQUIPMENT, LLC	PARTS	\$	166.11
LEXISNEXIS RISK SOLUTIONS	SERVICE	\$	146.83
MIRACLE RECREATION	PLAYGROUND EQUIPMENT @ PARK	\$	4,775.51
STEELE ROOFING & CONSTRUCTION	SERVICE	\$	25,344.00
QC ANALYTICAL SERVICES, LLC	WPC BIOSOLIDS	\$	490.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$	238,411.61
SCHUMACHER ELEVATOR COMPANY	QT MAINT.KEOKUK PUBLIC LIBRARY	\$	464.49
RELIABLE PEST SOLUTIONS	SERVICE	\$	406.90
BRITE-WAY WINDOW SERVICE	SERVICE	\$	130.00
NSI LAB SOLUTIONS	WPC LAB SUPPLIES	\$	230.00
CARD SERVICES	SUPPLIES - LIBRARY	\$	267.49
SHOWCASES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	1,643.28
WEST CENTRAL FS INC.	BULK FUEL	\$	23,785.69
IOWA DEPARTMENT OF TRANSPORTATION	KEOKUK POLICE DEPT.	\$	107.28
VERIZON WIRELESS	SERVICE	\$	91.56
ASKEW SCIENTIFIC CONSULTING	PROFESSIONAL SERVICES	\$	10,670.57
DANSCO CONTRACTING	VARIOUS CONTRACT JOBS	\$	54,932.00
ACCO	POOL CHEMICALS	\$	3,050.98
DARKSIDE TINT & GRAPHIX	SUPPLIES	\$	1,215.00
DOUG SEABOLD	TOOL ALLOWANCE FY23-2024	\$	61.98
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$	452.25
ARMSTRONG TRACTOR LLC	PARTS	\$	357.62
KIMBALL MIDWEST	SUPPLIES	\$	16.00
CINTAS CORP	SERVICE	\$	2,518.37
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$	66.97
TSS	SERVICE	\$	125.00
GPM ENVIRONMENTAL SOLUTIONS	SUPPLIES WWTP	\$	4,892.00
COMMERCIAL CONTRACTING	VARIOUS CONTRACT JOBS	\$	272,535.00
KPLAY PLAYGROUNDS FOR ALL	FENCING AROUND SPLASH PAD	\$	4,300.00

REGISTER NO. 5412

ICONNECTYOU	SERVICE	\$	313.04
MIDWEST INDUSTRIAL SERVICES	5PLATFORMS &/OR HANDRAILS BRDG	\$	13,475.60
RADIO KEOKUK	MONTHLY ADVERTISING	\$	500.00
JAMES F. DENNIS	PROF.SERVICES MAY 2024	\$	17,612.46
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	600.00
GREATAMERICA FINANCIAL SVCS.	POLICE DEPT LEASE AGREEMENT	\$	246.08
LIVE VOICE	SERVICE	\$	422.93
SHARED IT INC	IT SERVICES	\$	2,509.07
TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$	1,440.00
POWER SERVICES COMPANY LLC	SERVICE CALL 5/8/24 WWTP	\$	275.00
INFOUSA MARKETING INC	KEOKUK PUBLIC LIBRARY	\$	297.40
VERTICAL COMMUNICATIONS INC.	SERVICE	\$	150.00
SCOTT'S ULTRA CLEAN LLC	JANITORIAL SERVICE KPD JULY24	\$	550.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$	306.47
PIERCE FENCE	TRAIN BRIDGE GATES INSTALLATION	\$	24,995.00
SchraGIS Solutions	GIS MAINTENANCE	\$	600.00
MICHELLE DEPRIEST	POLICE VEHICLE CLEANING	\$	1,005.00
MOTOROLA SOLUTIONS, INC.	SERVICE-KPD	\$	395.00
INTECONNECT INC.	SERVICE-KPD	\$	977.50
BURLINGTON FIRE DEPARTMENT	EMS TRAINING W/BURL.FIRE 24-25	\$	900.00
L.J. ROTH RESTORATION SERVICE	WATER DAMAGE @ SEIDC 14TH EXCH	\$	7,663.99
IWORQ	PW PACKAGE JLY24-JNE25 SUPPORT	\$	6,500.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$	306.00
WYNN COMPANY, LLC	DEMO @ 1802 TIMEA	\$	8,400.00
INFOSEND, INC	SERVICE/SUPPLIES	\$	442.00
JARED OLIVER	VARIOUS PROPERTY CLEANUP	\$	1,918.09
HEY BRUCE INC.	MOWING & EQUIPT.MAINTENANCE	\$	682.50
KARL EMERGENCY VEHICLES	PARTS/LABOR KEOKUK POLICE DPT.	\$	30,726.42
LUCKY'S IRISH PUB	CURB & GUTTER WORK	\$	4,995.00
DAN'S OVERHEAD DOORS & MORE	BIFOLD DOOR @ KEO.AIRPORT	\$	5,919.00
CARROLL CONSTRUCTION SUPPLY	SUPPLIES SEWER DEPT.	\$	960.00
SIERRA DURHAM	TOLMIE BLDG.DEPOSIT REFUND	\$	50.00
		\$	950,587.41



COUNCIL ACTION FORM

Date: June 14, 2024

Presented By: Broomhall

Subject: Hold public hearing and approve 1st reading of zoning amendment Agenda Item: 7a&b

Description:

Carl & Barbara Pennella and John & Jan Filkins have request to amend the side yard setback requirements for the F-2, condominium district, this would allow property with a condominium to be split..

A public hearing is required for all zoning amendments

The City Planning Commission meet May 20th and recommended amending the side yard as requested.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

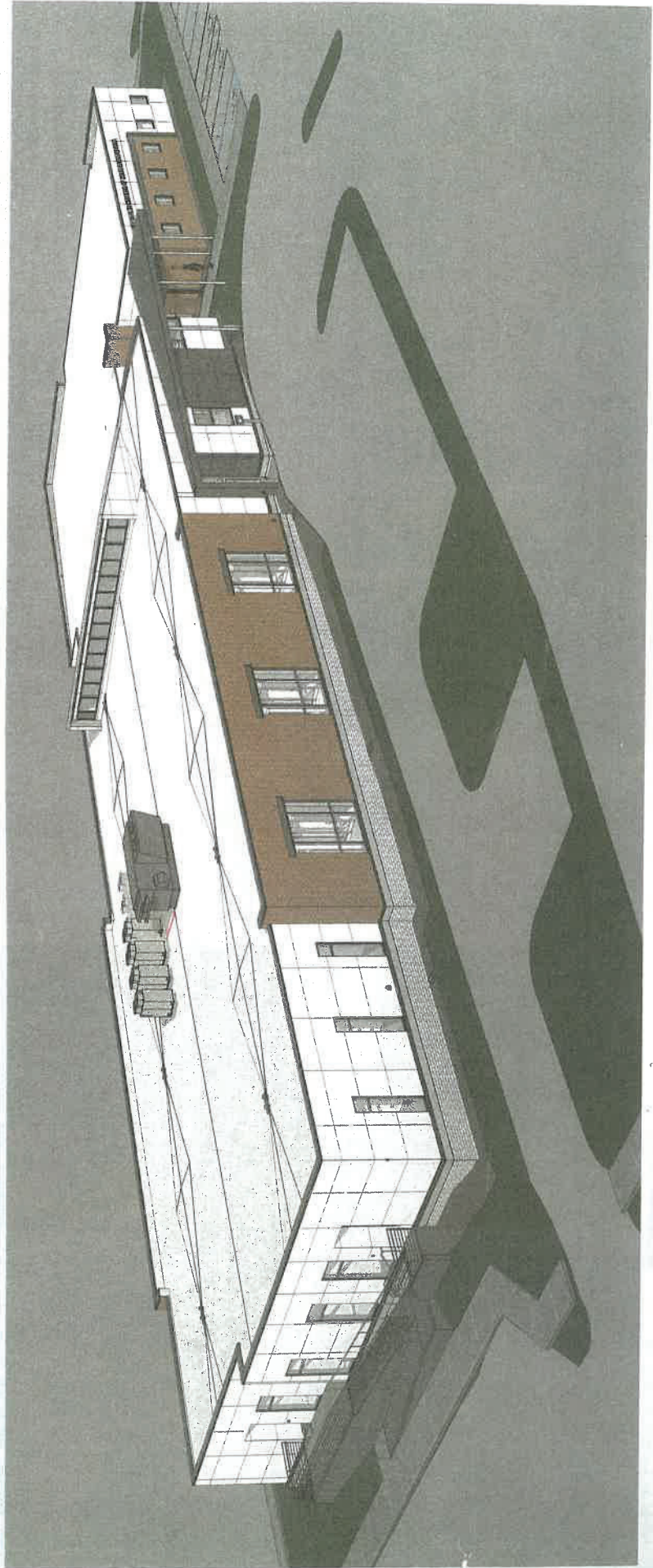
Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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



ORDINANCE NO.

ORDINANCE AMENDING TITLE 20, SECTION 20.60.090 TO ALLOW ZERO SIDE YARD SETBACK BETWEEN DWELLING UNIT WITHIN AN F-2, CONDOMINIUM DISTRICT.

WHEREAS, after publication of notice, the Planning Commission held a public hearing on May 20, 2024, to review a request and take public comment on the proposed amendment after which the Planning Commission voted in favor and to forward the request to the City Council.

WHEREAS, the City Council after holding a public hearing on June 20, 2024, and consideration of the report from the City Planning Commission hereby makes the following amendments to the Keokuk Municipal Code.

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

Section 1. Title 20, Zoning, Chapter 20.60, Table 20.60.090 Note 8 of the Keokuk Municipal Code is hereby amended by adding the following:

A zero-lot line between dwelling unit(s) common (interior) wall provided the building complies with all zoning codes and adopted building and fire codes.

Section 2. If any section, provision, or part of the ordinance codified in this chapter shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3. All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Initial reading by the Council on this 20TH day of June 2024.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui

ROLL CALL: CRENSHAW – WALKER – GARCIA –
CACKLEY – DADE – ANDREWS –
TILLMAN – BRYANT – GREENWALD –

AYES –

NAYS –

ABSENT –



COUNCIL ACTION FORM

Date: 6-20-2024

Presented By: El Anfaoui

Subject: Hotel/Motel Allocations Agenda Item: 8

Description:

Allocations of Hotel Motel tax as requested during the budget process.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 001-490-6380-6488 Title: Hotel/Motel

Amount Budgeted: \$157,626

Actual Cost: \$157,626

Under/Over: _____

Funding Sources:

Hotel/Motel Tax Revenue _____

Departments:

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

RESOLUTION NO.

A RESOLUTION APPROVING ALLOCATION OF FUNDS FROM THE HOTEL/MOTEL TAX BASED ON AN AMOUNT ESTIMATED FOR FY2024-2025

WHEREAS, the City Council has developed a budget for the 2024–2025 fiscal period; and

WHEREAS, the City Council has requested the grand total allocated to hotel/motel \$157,626.00 now, therefore,

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

THAT, the new allocation of funds from the Hotel/Motel Tax based on an amount estimated for FY 2024-2025 are as follow:

(a)	Convention and Tourism Bureau.....	\$124,200.00
(b)	Keokuk Fine Arts Council.....	\$ 11,250.00
(c)	Keokuk Art Center.....	\$ 6,426.00
(f)	Rand Park Pavilion.....	\$ 6,750.00
(g)	Historic Preservation.....	\$ 4,500.00
(j)	Lake Cooper Foundation	\$ 4,500.00
	TOTAL	\$ 157,626.00

AND BE IT FURTHER RESOLVED THAT, in accordance with city policy, it is recommended to the Convention and Tourism Bureau that salary percentages coincide and not exceed annual city wages and salary adjustments; and

FURTHER THAT, the Convention and Tourism Bureau continue to provide the City Council with monthly and quarterly financial reports, and that the advancement of hotel/motel funds from the city is subject to the timely filing of the financial statements; and

FURTHER THAT, The Council requests, at minimum, a semi-annual update from each organization receiving the funds allocated, with the exception of Convention and Tourism Bureau as stated above.

Passed & Approved this 20th day of June 2024.

K.A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 6/20/2024

Presented By: El Anfaoui

Subject: Investment Policy Agenda Item: 9

Description:

Annual Approval of Investment Policy.(rev. 2019)

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 THE INVESTMENT POLICY FOR FISCAL YEAR
2024-2025 FOR THE CITY OF KEOKUK

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

THAT, the City Council hereby approves the Investment Policy for fiscal year 2024-2025 for the City of Keokuk.

INVESTMENT POLICY
CITY OF KEOKUK, IOWA
As revised 7-1-2019

(Includes City Council, Library Board and Airport Commission)

SECTION I - SCOPE OF INVESTMENT POLICY

The Investment Policy of the City Council of the City of Keokuk, Iowa shall apply to all operating funds, bond proceeds and other funds: and to all investment transactions involving operating funds, bond proceeds and other funds that are accounted for in the financial statements of the City of Keokuk. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this Investment Policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Chapter 12B.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all the following:

1. The Mayor and City Council.
2. All depository institutions or fiduciaries for public funds of the City Council.
3. The auditor engaged to audit any fund for the Keokuk City Council.

SECTION 2 - DELEGATION OF AUTHORITY

In accordance with Section 12B.10B, the responsibility for conducting investment transactions resides with the Finance Manager of the City of Keokuk. Only the Finance Manager and those authorized by ordinance may invest public funds and a copy of any empowering ordinance shall be attached to this investment policy.

The Finance Manager shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City of Keokuk, both internal and external, responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statement and related report on internal control structure of all outside persons performing any of the following for this public body:

1. Investing public funds.
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The Finance Manager of the City of Keokuk, and all employees authorized to place investments, shall be bonded per City Council Resolution.

SECTION 3 - OBJECTIVE OF INVESTMENT POLICY

The primary objective, in order of priority, of all investment activities involving the financial assets of the City of Keokuk shall be the following:

1. **SAFETY:** Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. **LIQUIDITY:** Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. **RETURN:** Obtaining a reasonable return is the third investment objective.

SECTION 4 - PRUDENCE

The Finance Manager of the City of Keokuk, when investing or depositing public funds, shall exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that, when making investment decisions, the Finance Manager shall consider the role that the investment or deposit plays within the portfolio of assets of the City of Keokuk and the investment objectives stated in Section 3.

When investing assets of the City of Keokuk for a period longer than 30 days, the Finance Manager shall request competitive investment proposals for comparable credit and term investments from the City's approved depositories.

SECTION 5 - INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of the City of Keokuk may be invested in the following:

1. Interest bearing savings accounts and interest-bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the City of Keokuk. Deposits in any financial institution shall not exceed the sum approved by separate resolution of the Keokuk City Council.
2. Obligations of the United States government, its agencies, and instrumentalities.
3. Certificates of Deposit and other evidence of deposit at federally insured Iowa depository institutions approved and secured pursuant to Chapter 12B.
4. Interest bearing accounts in the Iowa Public Agency Investment Trust, a jointly sponsored program for members of the Iowa League of Cities, The Iowa State Association of Counties, and the Iowa Association of Municipal Utilities.

SECTION 6 - PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the City of Keokuk shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the City of Keokuk shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or other third party with custody of public investment transaction records of the City of Keokuk fails to produce requested transaction records when requested by this public body within a reasonable time, the City of Keokuk shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7 - INVESTMENT MATURITY LIMITATION

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The Finance Manager may invest funds of the City of Keokuk that are not identified as Operating Funds in investments with maturities longer

than three hundred ninety-seven (397) days. However, all investments of the City of Keokuk shall have maturities that are consistent with the needs and use of the City Council.

SECTION 8 - DIVERSIFICATION

Where possible, it is the policy of the City of Keokuk to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury Bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

SECTION 9 - SAFEKEEPING AND CUSTODY

All invested assets of the City of Keokuk involving the use of a Public Funds Custodial Agreement, as defined in Section 12B.10, shall comply with all rules adopted pursuant to Section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa. The custodial agreement will be signed by the Mayor, the Finance Manager, and the third-party custodian.

SECTION 10 - ETHICS AND CONFLICT OF INTEREST

The Finance Manager and all officers and employees of the City of Keokuk involved in the investment process shall refrain from personal business activity that could

conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

SECTION 11 - REPORTING

The Finance Manager's records shall be maintained and recorded on a daily basis and can be made available upon request through the office of the Finance Manager or the city finance office.

SECTION 12 - INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed annually or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

Passed & Approved this 20th day of June 2024.

K.A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 6/20/2024

Presented By: El Anfaoui

Subject: Petty Cash Agenda Item: 10

Description:

Annual approval of Petty cash funds.

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 THE PETTY CASH AND CHANGE FUNDS
FOR THE FISCAL YEAR 2024-2025**

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

THAT, the City Council approves the following Petty Cash and Change Funds for fiscal year 2024-2025:

City Offices	Petty Cash	100.00
	Change Fund	200.00
Library	Petty Cash	200.00
	Change Fund	50.00
River Museum	Change Fund	100.00
Wastewater Treatment	Petty Cash	50.00

Passed & Approved this 20th day of June 2024.

K.A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 6/20/2024

Presented By: El Anfaoui/Hinton

Subject: Urban Renewal Project Resolution Agenda Item: 11

Description:

The following economic development and urban renewal projects are funded through TIF:

KEDC-\$60,000
Southeast Iowa Regional Port Authority- \$3,500
SID Center Operations- \$153,400
Main Street Keokuk-\$40,000

In order to receive these funds through TIF, we must annual certify the expenses by resolution.

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. _____

**RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN
URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES
INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE
SECTION 403.19**

WHEREAS, the City of Keokuk, Iowa has adopted the Amended and Restated Twin Rivers Urban Renewal Plan, as amended (the "Plan") for the Twin Rivers Urban Renewal Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the project described as providing financial support to Keokuk Economic Development Corporation, (the "Project") within the Urban Renewal Area; and

WHEREAS, the Project is located in the Urban Renewal Area; is described on page ____ of the Plan; does not exceed the projected Project cost estimate on page ____ of the Plan; and, in the judgment of the City Council will further one or more of the objectives of the Plan. Therefore, the Project constitutes a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance costs from the General Fund to pay costs associated with the Project, and thereafter reimburse said fund with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2024; and

WHEREAS, the amount of funds to be advanced for the Project is currently estimated at \$256,900.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Keokuk, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 1852, there has been established the Amended and Restated Twin Rivers Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Project be advanced from time to time from the General Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan (the "Loan") from the General Fund and the General Fund shall be reimbursed the total actual Project cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2024.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA, this 20th day of June 2024.

K.A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 6/20/2024

Presented By: El Anfaoui

Subject: Position/Wage/Salary Resolution Agenda Item: 12

Description:

Annual proposed positions, wages and salaries for City of Keokuk employees.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: By Department Title: Wages

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 FISCAL YEAR 2024-2025 SALARIES FOR PERSONNEL
OF THE CITY OF KEOKUK EFFECTIVE JULY 1, 2024**

WHEREAS, City of Keokuk is an Iowa Municipality that employs numerous employees performing a wide variety of tasks; AND

WHEREAS, The City of Keokuk seeks to provide a competitive compensation package for its employees;

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

The following positions, salaries, and wages be tentatively adopted for the Fiscal Year 2024-25.

PASSED AND APPROVED THIS 20TH DAY OF JUNE 2024

K.A. Mahoney, MAYOR

Celeste El Anfaoui, CITY CLERK

TITLE/POSITION	FT/PT	CLASSIFICATION	BASE PAY
			2024-2025
Police Chief	FT	EXEMPT	\$93,450.00
Asst. Police Chief	FT	NONEXEMPT	\$83,620.95
Police Captain	FT	NONEXEMPT	\$73,148.25
Police Captain	FT	NONEXEMPT	\$73,148.25
Police Captain	FT	NONEXEMPT	\$73,148.25
Police Captain	FT	NONEXEMPT	\$73,148.25
Police Sergeant	FT	NONEXEMPT	\$69,684.30
Police Sergeant	FT	NONEXEMPT	\$69,684.30
Police Sergeant	FT	NONEXEMPT	\$69,684.30
Police Sergeant	FT	NONEXEMPT	\$69,684.30
Police Detective	FT	NONEXEMPT	\$64,231.00
Police Detective	FT	NONEXEMPT	\$64,231.00
Officer 1st Class	FT	NONEXEMPT	\$64,912.00
Officer 1st Class	FT	NONEXEMPT	\$64,912.00
Officer 1st Class	FT	NONEXEMPT	\$64,912.00
Officer 1st Class	FT	NONEXEMPT	\$64,912.00
Officer 1st Class	FT	NONEXEMPT	\$64,912.00
Officer 1st Class	FT	NONEXEMPT	\$64,912.00
Officer 1st Class	FT	NONEXEMPT	\$64,912.00
Officer 1st Class	FT	NONEXEMPT	\$64,912.00
Officer 2nd Class	FT	NONEXEMPT	\$60,510.00
Officer 3rd Class	FT	NONEXEMPT	\$60,510.00
Officer 3rd Class	FT	NONEXEMPT	\$60,510.00
Officer 3rd Class	FT	NONEXEMPT	\$53,195.00
Officer 3rd Class	FT	NONEXEMPT	\$53,195.00
Comm. Supervisor	FT	NONEXEMPT	\$54,283.95
Data Entry Clerk I	FT	NONEXEMPT	\$42,046.20
Data Entry Clerk I	FT	NONEXEMPT	\$39,635.40
Animal Control Officer	FT	EXEMPT	\$42,132.30
Fire Chief	FT	EXEMPT	\$99,272.25
Asst. Fire Chief	FT	NONEXEMPT	\$81,403.35
Asst. Fire Chief	FT	NONEXEMPT	\$81,403.35
Asst. Fire Chief	FT	NONEXEMPT	\$81,403.35
Fire Lieutenant	FT	NONEXEMPT	\$66,549.00
Fire Lieutenant	FT	NONEXEMPT	\$66,549.00
Fire Lieutenant	FT	NONEXEMPT	\$66,549.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00

Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 1st Class	FT	NONEXEMPT	\$61,517.00
Firefighter 3rd Class	FT	NONEXEMPT	\$56,146.00
Mayor	PT	EXEMPT	\$16,212.00
Interim City Administrator	FT	EXEMPT	\$110,011.00
Street/Vehicle Maint. Mgr.	FT	EXEMPT	\$67,561.20
WPC Superintendent	FT	EXEMPT	\$85,173.90
WPC Chief Operator	FT	EXEMPT	\$67,200.00
Public Works Director	FT	EXEMPT	\$96,647.25
Bridge,Cemetery, Park, Sanitation Mgr.	FT	EXEMPT	\$73,001.25
Sewer Maintenance Manager	FT	EXEMPT	\$64,865.85
Engineering Tech I	FT	NONEXEMPT	\$57,424.50
Engineering Tech	FT	NONEXEMPT	\$54,973.80
WPC Chemist	FT	EXEMPT	\$64,713.60
City Clerk	FT	EXEMPT	\$69,232.80
Admin. Secretary	FT	EXEMPT	\$43,770.30
Deputy City Clerk	FT	EXEMPT	\$55,722.45
Comm. Dev. Director	FT	EXEMPT	\$80,078.25
Code Enforce. Officer	FT	EXEMPT	\$46,227.30
Human Res./Payroll	FT	NONEXEMPT	\$43,898.40
Biologist	FT	EXEMPT	\$50,473.50
Airport Manager	FT	EXEMPT	\$59,934.00
Cemetery Foreman	FT	NONEXEMPT	25.25/hr
Cemetery Maint.	FT	NONEXEMPT	24.17/hr
Bridge Maintenance	FT	NONEXEMPT	24.17/hr
Bridge Foreman	FT	NONEXEMPT	25.25/hr
Park Maintenance	FT	NONEXEMPT	24.17/hr
Park Foreman	FT	NONEXEMPT	25.25/hr
Class A Mechanic	FT	NONEXEMPT	25.52/hr
Mechanic Foreman	FT	NONEXEMPT	25.81/hr
Class A Mechanic	FT	NONEXEMPT	25.52/hr
Sanitation Maint.	FT	NONEXEMPT	24.82/hr
Sanitation Maint.	FT	NONEXEMPT	24.82/hr
Sanitation Maint.	FT	NONEXEMPT	24.82/hr
Sanitation Maint.	FT	NONEXEMPT	24.82/hr
Sanitation Foreman	FT	NONEXEMPT	25.25/hr
Sewer Maint. Foreman	FT	NONEXEMPT	25.25/hr
Sewer Maintenance	FT	NONEXEMPT	24.82/hr
Sewer Maintenance	FT	NONEXEMPT	24.82/hr
Sewer Maintenance	FT	NONEXEMPT	24.82/hr

Sewer Maintenance	FT	NONEXEMPT	24.82/hr
Street Foreman	FT	NONEXEMPT	25.25/hr
Street Maintenance	FT	NONEXEMPT	24.17/hr
Street Maintenance	FT	NONEXEMPT	24.17/hr
Street Maintenance	FT	NONEXEMPT	24.17/hr
Street Maintenance	FT	NONEXEMPT	24.17/hr
Street Maintenance	FT	NONEXEMPT	24.17/hr
Operator Grade I	FT	NONEXEMPT	23.68/hr
Operator Grade II	FT	NONEXEMPT	27.16/hr
Plant Maintenance	FT	NONEXEMPT	28.20/hr
Trainee	FT	NONEXEMPT	22.76/hr
Library Director	FT	EXEMPT	\$77,221.20
Information Service Clerk	FT	NONEXEMPT	\$37,776.90
Information Service Clerk	FT	NONEXEMPT	\$37,776.90
Youth Services	FT	EXEMPT	\$44,508.45
Library Services Clerk	FT	NONEXEMPT	\$37,816.80
Supervisor Library Services Clerk	FT	EXEMPT	\$44,508.45
Library Pages	PT	NONEXEMPT	\$10.00/hr
River Museum Curators	PT	NONEXEMPT	\$8.50-\$10.50/hr
Animal Control Assistants	PT	NONEXEMPT	\$8.25-\$9.00/hr
Water Pollution Lab Tech	PT	NONEXEMPT	\$15.00
City Council Members	PT	NONEXEMPT	\$200/month



COUNCIL ACTION FORM

Date: June 20, 2024

Presented By: Brian Carroll, P.W.D. *BC*

Subject: Camping Fees Agenda Item: _____

Description:

I would recommend the city council adopt a fee schedule and camping rules for the Hubinger Landing and Bank Street Campgrounds. I have spoke with the director of the George M. Verity and he has agreed to collect fees when the Verity is open. Campers will still be able to pay at the Southside Boat Club as they have in the past.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

RESOLUTION NO.

A RESOLUTION SETTING RULES AND FEES FOR CAMPGROUNDS

WHEREAS the public works department recommends rules and fees be set for the Hubinger Landing and Bank Street Campgrounds; and

WHEREAS fees will be collected at the George M. Verity and the Southside Boat Club; and

WHEREAS fees will be \$24.00 per night; \$20.00 for senior citizens (55 years of age and older) and Veterans; and \$10.00 for tent camping; and

WHEREAS a deposit fee of \$20 in addition to the standard camping fees to have access to the electrical boxes has already been adopted.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that rules and fees be adopted for Hubinger Landing and Bank Street Campgrounds.

Passed this 20th day of June 2024

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

CITY OF KEOKUK CAMPGROUND RULES & REGULATIONS

Alcoholic Beverages: No alcoholic beverages permitted. Persons under the influence of intoxicating liquors or drugs will be evicted from the park.

Bathing & Swimming: Bathing & Swimming is not permitted in the Mississippi River.

Campsite Accessories: When setting up campground accessories, do not drive nails into trees, fences, picnic tables or other structures. Tents, tarps, and other types of weather covering must be free standing, or secured to the ground, and must not be tied, nailed, screwed, or attached in any form to fences, picnic tables, trees, or shrubs within the campground. Inflatable or plastic pools/hot tubs are NOT permitted in the parks. Do not deface, remove, destroy or injure any tree, flower shrub, fern moss or other plant, rock, fossil, or mineral found or growing on city property. Birds and their nests and other wildlife must not be disturbed.

Cancellation & Modification Policy: Reservations are not accepted. Camping spots are first come first serve only.

Check-In: Campers may check in beginning at 9:00 a.m. Upon check-in, the individual must stay at the camp site for the duration of the reservation and must check-out with the campground attendant when leaving. Full payment is required at check-in.

Check-Out: Sites must be vacated no later than 12:00 p.m. Campers must check out and return car pass and key with park attendant when leaving campground to get deposit back. If camper does not check out and remove all equipment from campsite or extend their stay by designated time, they will incur a \$20 "late check-out fee". In addition, there are no refunds for early check-outs.

Discounts: In order to receive senior or veteran discount for camping, the person who is registering must present ID and be present at check-in and for the duration of stay.

Fires: Open Fires are permitted in approved containers such as BBQ grill, hibachi, or a fully contained burn unit. Campfire size should not be larger than the container (max size - ½ of 55 gal. drum). CCA or treated lumber, construction debris and pallets are prohibited for use as

firewood. Firewood should be clean and free of nails, screws, or any sharp objects. On sites where fire rings are provided, no other fire containers will be permitted. Check with city personnel to be sure your unit is acceptable. Keep shovel and bucket of water handy. Douse your fire, stir coals, and douse with water again to extinguish. Check with city personnel on ash disposal. Campfires may be banned due to local weather conditions.

Generators: Generators will only be permitted to run during the following hours: **9:00 am – 9:00 pm**. Generators must be placed at the front or entry door side of your camper/trailer. Generators should not be left unattended. Keep all flammable liquids a safe distance away. Do not refuel a hot generator. Campers with excessively loud generators will be asked to shut them off. Be considerate of your fellow park users. Campers who require 24-hour electric use should make every effort to reserve an electric site to accommodate their needs or use the battery option that comes as a back-up with most medical devices. There will be no exceptions to the generator hours.

Occupancy: Occupancy of a site is limited to four (4) individuals or one (1) single family unit (2 adults and their children). Only (1) camper, trailer or RV is permitted per campsite. No more than two (2) tents will be permitted on a site, and only one (1) tent will be permitted if used in addition to a camper, trailer, or RV. Campsites are non-transferrable. The person whose name appears on the green card and reservation must be present at check-in and for the duration of stay. Campers may leave site unattended overnight IF, camper has registered, paid fees for duration of stay, and provided a phone number where they can be reached in case of an emergency. The city will not be responsible for any equipment or property left on an unattended site.

Off-Season Camping: Off-season camping is available at some parks beginning on or after November 1st and prior to April 1st. During off-season, water is not available, and all campers must be self-contained. Tents are not permitted during off-season.

Period of Stay: Camping is limited to seven (7) nights maximum. Upon check-out a camper may not return to the same campground for a period of seven (7) nights. These rules are applied to individuals, as well as, households, members of the same family living at the same address, and the same trailer/RV/camping unit.

Persons Under 18 Years of Age: Camping permits will NOT BE ISSUED to anyone under 18 years of age. Groups of campers under 18 years of age must have at least one (1) member OVER 18 years of age, per campsite, to register and to accompany the campers at all times.

Pets: Only domestic animals are permitted. Pets must be on a leash no more than 6' in length and under owner's control at all times. Pets are not to be left at campsite unattended. Pets are not permitted in any picnic area, protected bathing areas, or sanitary facilities (including showers). Owners are responsible for immediate removal and proper disposal of pet's waste. No more than two pets per campsite will be allowed. Owner will be required to show license and proof of inoculations upon check-in and may be asked to produce documentation at any time during their stay. If not shown, camper will be denied access to the campground. If a pet becomes a nuisance, owner and pet may be asked to leave the park.

Quiet Hours: Quiet hours are observed from 10:00 pm each night until 8:00 am the following morning. Failure to observe this rule may result in eviction from the campground.

Registration: City registration will be permitted between 9:00 am – 5:00 pm only. Campers must provide attendant with driver's license, camper/motor home and tow vehicle registration, pet inoculations, and a phone number where they can be reached in case of an emergency. Full payment for walk-ups is required at the time of check-in. Campers must set up campsite immediately after check-in.

Self-Contained Campers: A self-contained camping unit is defined as, a camper that contains a built-in flushable toilet with a built-in holding tank with a minimum capacity of 5-gallons (black water tank). Campers must also contain a built-in sink with a minimum of a 5-gallon potable water tank (fresh water tank) and a minimum 5-gallon soiled water holding tank (grey water tank). Where applicable, campers will be denied access if the camper is not self-contained. Tents will not be permitted during off-season.

Vehicles: All vehicles are permitted in the campground, and campground parking lot, by permit only. A maximum of two (2) vehicles are permitted, at no additional charge, per campsite at any one time. For additional vehicles, there is a charge of \$10 per night, per vehicle.

Visitors: Guest may visit from 8:00 am – 10:00 pm only and must check-in with campground attendant who will direct them where to park. All visitors must remove their vehicles from the park by 10:00 pm. Campers are asked to use discretion in the number of guests at their site at any one time or face possible eviction from the park. Visitors may arrive in passenger cars only; no recreational vehicle will be permitted. Registered camper is responsible for all guests on site. If guest violates campground rules, camper may be evicted from site.

Waste Disposal: Campers are responsible for preventing all wastewater (“grey” and “black” water) from running onto the ground. All wastewater must be disposed of in the dump station or sewer located at Bank Street.

Water: Water spigots are provided for obtaining drinking and/or cooking water only. Washing clothes, persons, pets, or vehicles with spigots is prohibited.

City of Keokuk reserves the right to cancel any reservations due to weather, maintenance, or for the best management of it’s lands and natural resources.

**CITY OF KEOKUK
BANK STREET &
HUBINGER LANDING CAMPGROUND
CAMPING FEES AND INFORMATION**

Fees \$24.00 per night
 \$20.00 Senior (55 years of age and older) & Veteran Discount
 \$10.00 Tent camping
 \$20.00 Electric Usage Deposit
(Checks made payable to The City of Keokuk)

Bank Street – five (5) camping spaces – water & electric (30 & 120 amps)
Hubinger Landing twenty-four (24) camping spaces with twelve (12) electrical
boxes (30, 50 & 120 amps) and water

Dump site located at Bank Street Campgrounds

Restroom Facilities located at Southside Boat Club/Victory Park

Questions call:

Bob Weis	319-795-7249	7:00 A.M. – 3:30 P.M. (Monday – Friday)
	or	
Annette Peevler	319-524-2050	8:00 A.M. – 4:30 P.M. (Monday – Friday)
South Side Boat Club	319-524-7122	3:00 P.M. – Midnight (Monday – Friday) 12:00 (noon) – 1:00 A.M. (Saturday/Sunday and Holidays)
George M. Verity	319-524-4765	9:00 A.M. – 5:00 P.M. (Monday - Sunday)

Camping Season Memorial Day to Labor Day

Make It Yours
KEOKUK
I O W A

**SPECIAL EVENTS APPLICATION &
HOLD HARMLESS AGREEMENT**

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

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

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

1. **APPLICANT INFORMATION**

Applicant: Southside Boat Club
Name/Event: July 3rd Fireworks
Coordinator: Shannan HuffmandLewis Huffman
Mailing Address: P.O. Box 674-625 Mississippi Dr Keokuk, IA 52632
Daytime Phone #: 2174307268 Evening Phone #: 2174/307268
Email Address: southsideboatclub@gmail.com

2. **EVENT INFORMATION**

Type of Event:
Fireworks
Days/Dates of Event:
July 3rd
Time(s) of Event: (Include Set Up/Tear Down Time)
6PM-11PM
Event Location:
upriver Next to boatclub O Hubinger Landing

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 :) *Hubbinger Landing - south edge of volleyball court*

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

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

Banner (specify location :)

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

Fireworks (specify location :)

Other (please specify :)

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

Street barricades

Emergency "No Parking" Signs

Other (please specify :)

5. **SOUND SYSTEMS**

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

Duration of event: _____

Please indicate if the following will be used:

Amplified Sound/Speaker System

Recorded Music

Public Address System

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: Lewis Huffman

Address: 140 Main St Carthage, IL 62321

Daytime Phone: 217 209 4111

Evening Phone: Same

7. **SECURITY**

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

What type of security will be provided?

___ 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.


Applicant/Sponsor Signature


Date

DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____

Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____

Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____

Date: _____

Recommended Conditions: _____

OTHER

Signature: _____

Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature

Date

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____

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

Volleyball
Court

Event
Area


Southside
Boat
Club

Miss. River

Make It Yours
KEOKUK
I O W A

**SPECIAL EVENTS APPLICATION &
HOLD HARMLESS AGREEMENT**

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

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

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

1. APPLICANT INFORMATION

Applicant: Susan Skalinski / J&M Displays, Inc.

Name/Event: Keokuk July 4th Fireworks Display

Coordinator: _____

Mailing Address: 18064 170th Ave. Garmouth, IA 52660

Daytime Phone #: 319 394 2655 Evening Phone #: 319 394 2655

Email Address: susan@jandmdisplays.com

2. EVENT INFORMATION

Type of Event: Fireworks Display

Days/Dates of Event: July 4th, 2024

Time(s) of Event: (Include Set Up/Tear Down Time) 8:00 am to Midnight

Event Location: Rand Park & River Road (See Attached)

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

- Temporarily park in a "No Parking" area (specify location :)
- Temporarily close a street for a block party (specify street :) *River Road*
- Temporarily install structure in street right-of-way
- N/A* Permanently install structure in street right-of-way
- Use of City Park (specify park :) *Rand Park*
- N/A* 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 :) *Rand Park & River Rd*
- _____ Other (please specify :)

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

- Street barricades *16th & 18th St.*
- _____ 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:

_____ Amplified Sound/Speaker System

_____ Recorded Music

_____ Public Address System

_____ 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: ^{From} fireworks only

Contact Person: J&M Displays, Inc.

Address: 18064 170th Ave. Yarmouth, IA

Daytime Phone: 319 394 2655

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?

_____ Number of Off-Duty Police Officers

Names:

8. INSURANCE *See Attached*

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.



Applicant/Sponsor Signature

5-17-24

Date



DISPLAY INFORMATION

Please complete the following information printed in **RED**:

Display Date: July 4th, 2024 Rain Date: _____

Time of Display: _____

Name of **Organization Purchasing Display**: City of Keokuk

Billing Address: 601 Main St.

City, State, Zip: Keokuk, IA 52632

Telephone: 319-524-2050 Cell: _____ E-mail: abenson@cityofkeokuk.org

Name of **Contact Person**: Amy Benson

Contact Address: 601 Main St. Ste. 3

City, State, Zip: Keokuk, IA 52632

Telephone: 319-524-2050 Cell: _____ E-mail: abenson@cityofkeokuk.org

Send **Invoice to**: Amy Benson

Billing Address: 601 Main St. Ste. 3

City, State, Zip: Keokuk, IA 52632

Telephone: 319-524-2050 Cell: _____ E-mail: abenson@cityofkeokuk.org

FOR SALES REPRESENTATIVE

J&M Fired 1.4G 1.3G PROXIMATE HAND FIRE (July 1st - 6th Only) FLAME

Sales Representative: J&M Insurance Extension: YES or NO

On-Site Contact for Tech: Brian Carroll 319-795-7384 or Dave Hinton 319-795-4759

Delivery Information: Customer Pick Up At: _____ On-Site Delivery:

Driver Name: _____ Telephone: _____

Delivery Address to Shoot Site: _____

Delivery to Bunker: Location: _____

Lead Tech: John Morris Telephone: 319-670-0706

NOTES: _____

Proposal # _____ Final Show \$: 10,000.00 Mileage: _____ (by air miles)

OFFICE USE ONLY O# _____ C# 10318 Customer PO# _____

tax exempt certificate received Agreement received Full payment Down payment
 permit received IQ received \$ _____ \$ _____
 ATF permit Exp. _____ S/P _____ Date _____ Check# _____ Date: _____ Check# _____



FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

RETURN TO: dianah@jandmdisplays.com, kathys@jandmdisplays.com
Fax: 267-392-3890 or mail to J&M Displays, Inc.
18064 170th Avenue, Yarmouth, IA 52660

- Show Work Comp
- Special Instructions

CERTIFICATE HOLDER (NAMED INSURED): City of Keokuk

ADDRESS: 601 Main St

CITY: Keokuk STATE: IA ZIP: 52632

PHONE: 319-524-2050 FAX: _____

EMAIL: abenson@cityofkeokuk.org

EFFECTIVE DATE(S): July 4th, 2024 RAIN DATE: _____

ADDITIONAL NAMED INSURED:

1. NAME / ADDRESS / E-MAIL: City of Keokuk

INTEREST IN EVENT: Event Sponsor and Landowner

2. NAME / ADDRESS / E-MAIL: City of Keokuk Parks and Recreation Advisory Board

INTEREST IN EVENT: Sponsor

3. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

4. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

TYPE OF SHOW: (Check all that apply.) INDOOR PROXIMATE FLAME OUTDOOR 1.4G CONSUMER 1.3G DISPLAY 1.1G DISPLAY (12" & 16")

LOCATION OF EVENT: Rand Park

DRAW A DIAGRAM of the shooting area using Google Earth Software and attach showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Center of Display Site Coordinates in Decimals: Latitude: 40.411972° Longitude: -91.379332°

Distance to nearest exposure 350 ft. Distance to spectators 350 ft.

Distance to nearest vehicle 350 ft.

Are there fallout spotters? YES NO Size of largest shell being shot: _____ inches

Name of designated Pyrotechnician: Fred Blanford

FIREWORKS WARRANTY:

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum radius of 70 ft per inch of shell diameter for 1.3G shows.
2. All displays will be aimed away from spectators.
3. Fireworks that have been wet at any time prior to display will not be used.
4. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
5. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
6. Firing area will be inspected by the sponsoring organization at first light the following day.
7. Pyrotechnicians are specifically excluded from all liability coverage.
8. Any claims must be reported to the Yarmouth, Iowa office in writing within 24 hours of the incident.



FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

RETURN TO: **dianah@jandmdisplays.com, kathys@jandmdisplays.com**
Fax: 267-392-3890 or mail to J&M Displays, Inc.
18064 170th Avenue, Yarmouth, IA 52660

- Show Work Comp
- Special Instructions

CERTIFICATE HOLDER (NAMED INSURED): City of Keokuk

ADDRESS: 501 Main Street

CITY: Keokuk

STATE: IA

ZIP: 52632

PHONE: 319-524-2050

FAX: _____

EMAIL: abenson@cityofkeokuk.org

EFFECTIVE DATE(S): _____

RAIN DATE: _____

ADDITIONAL NAMED INSURED:

1. NAME / ADDRESS / E-MAIL: City of Keokuk

INTEREST IN EVENT: sponsor

2. NAME / ADDRESS / E-MAIL: City of Keokuk Parks & Rec. Advisory Committee

INTEREST IN EVENT: sponsor

3. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

4. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

TYPE OF SHOW: (Check all that apply.) INDOOR PROXIMATE FLAME OUTDOOR 1.4G CONSUMER 1.3G DISPLAY 1.1G DISPLAY (12" & 16")

LOCATION OF EVENT:

DRAW A DIAGRAM of the shooting area using Google Earth Software and attach showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Center of Display Site Coordinates in Decimals: Latitude: _____

Longitude: _____

Distance to nearest exposure 371 ft.

Distance to spectators 442 ft.

Distance to nearest vehicle 676 ft.

Are there fallout spotters? YES NO

Size of largest shell being shot: _____ inches

Name of designated Pyrotechnician: _____

FIREWORKS WARRANTY:

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum radius of 70 ft per inch of shell diameter for 1.3G shows.
2. All displays will be aimed away from spectators. [#]/₄
3. Fireworks that have been wet at any time prior to display will not be used.
4. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
5. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
6. Firing area will be inspected by the sponsoring organization at first light the following day.
7. Pyrotechnicians are specifically excluded from all liability coverage.
8. Any claims must be reported to the Yarmouth, Iowa office in writing within 24 hours of the incident.



INSTRUCTIONS ON HOW TO COMPLETE THE FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

- 1 Certificate Holder (named insured).** This should be the organization/person to whom the certificate of insurance should be mailed to. Usually will be the same as the organization/person who is purchasing the display.
- 2 Address, City, State, Zip.** This should be the address of the Certificate Holder.
- 3 Phone, Fax.** This should be numbers of the person completing this form so contact can be made if any questions.
- 4 Effective Date(s).** This is the date(s) of your fireworks display.
- 5 Rain Date.** This is the date that your fireworks display will be rescheduled to in the case of inclement weather.
- 6 Additional Named Insured.** Additional insured are usually the certificate holder as well as any land owners from which the display will be fired. Sometimes cities or counties have special requirements as to who they must have listed in order to obtain a permit. Include addresses and what their interest in your event is. Example: land owner.
- 7 Type of show.** Circle all that apply.
- 8 Location of Event.** Example: Kossuth Park, Mediapolis, Iowa.
- 9 Diagram.** Draw a diagram of the firing area indicating mortar placement, planned directions of shooting, any buildings or obstacles (exposures), and where the audience will be located. Measurements are required. They are necessary to make sure that NFPA safe distance requirements are met. If J & M Displays is firing the show for you, speak with your sales representative for help with this section.
- 10 Fall Out Spotters.** If you are firing your own show, will you have people whose only job is to watch where the fall out is landing? If this is a J & M fired display, there will always be fall out spotters.
- 11 Largest Shell.** You can find the size of the largest shell being fired in your show by looking in your proposal, catalog assortment or ask your J & M sales representative.
- 12 Name of Designated Pyrotechnicians.** Name of the person in charge of firing this display.
- 13 Read the Fireworks Warranty and then sign and date at the bottom of the page.**
- 14 Use Google Earth to Draw Diagram**

EXAMPLE SITE DIAGRAM





FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 4 day of April, 2024, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Keokuk, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 10,000.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4th, 2024 at approximately 9:30 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ 10,000.00 shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ 10,000.00 in full by April 24th, 2024 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$ 10,000.00 in full by June 4th, 2024 (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional 5% 10% 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of _____ or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.
A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.
- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY:

ROLE:

J&M Displays, Inc.

BY:

ROLE:

ENTITY:

Please include the DISPLAY INFORMATION FORM with this Agreement so your order is processed accurately.

11:00 - 12:00

KEOKUK

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: Rand Park Pavilion Commission

Name/Event: Rollin On The River (final Concert)

Coordinator: Rollin on the River Committee & Pavilion Commission

Mailing Address: P.O. Box 151, Keokuk, IA 52632

Daytime Phone #: 319-524-2050 Evening Phone #: _____

Email Address: apeepler@cityofkeokuk.org

2. EVENT INFORMATION

Type of Event:

Blues Concert

Days/Dates of Event:

Saturday, August 17, 2024

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

Event Location:

Rand Park Pavilion

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

Asking permission for BYOB

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

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

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

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

- Street barricades
- Emergency "No Parking" Signs
- Other (please specify :) *dump truck for trash*

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: Music from 6:00 to 10:00 PM

Please indicate if the following will be used:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Amplified Sound/Speaker System | <input type="checkbox"/> Recorded Music |
| <input type="checkbox"/> Public Address System | <input checked="" 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: Ted Elting Address: 2104 Park Lane

Daytime Phone: 217-242-9681 Evening Phone: same

7. **SECURITY**

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

What type of security will be provided?

2 Number of Off-Duty Police Officers or whatever the City of Keokuk requires

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.


Applicant/Sponsor Signature


Date

Recycling for cans

DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature Date Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____