

AGENDA
CITY COUNCIL MEETING
January 16, 2025
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizens' Request.
6. Consent Agenda:
 - Minutes of the Regular City Council meeting & Workshop of January 2, 2025;
 - Cash Receipts & Treasurer's Report for December 2024;
 - Resolution Approving a Liquor License for Sweet Sally's, 707 Main Street, Class C Retail Alcohol License – effective January 24, 2025, pending application and fire inspection;
 - Resolution Approving a Liquor License for Keokuk Spirits, 1013 Main Street, Class E Retail Alcohol License & Ownership Updates – effective March 1, 2025;
 - Motion to pay bills and transfers listed in Register No.'s 5450-5452;
7. Motion to approve the initial reading of an Ordinance amending Section 9.28.040 dealing with parking regulations for North 16th Street.
8. Consider resolution authorizing the Mayor to execute a one-year agreement for engineering services at the North Landfill with Klinger & Associates.
9. Council Liaison Reports:
10. Staff Reports:
11. New Business:
12. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
January 2, 2025
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on January 2, 2025, at 501 Main Street. Mayor Mahoney called the meeting to order at 5:30 p.m. There were eight council members present, none absent, 3rd Ward Council Seat Vacant. Carissa Crenshaw, Tyler Walker, Steve Andrews, Dorothy Cackley, Devon Dade, Dan Tillman, Roger Bryant, and Michael Greenwald were present. Staff in attendance: City Administrator Emmanuel Bellegarde, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Police Chief Zeth Baum, Fire Chief Gabe Rose, and Bridge, Cemetery, Park & Sanitation Manager Bob Weis.

MAYOR’S CORRESPONDENCE: Read a letter from Janet Smith on behalf of the Keokuk Union Depot Foundation regarding all the remodeling that took place over the past year and how nice it has turned out. Updated on local events taking place this weekend in our community.

Motion made by Crenshaw, seconded by Walker, to approve the agenda, including the consent agenda. (8 AYES, 0 NAYS). Motion carried.

- Minutes of the Regular City Council meeting & Workshop of December 19, 2024;
- **RESOLUTION NO. 157-2025:** Approving a Liquor License for Columbian Room of Keokuk, 11 N. 6th Street, Class C Retail Alcohol License – effective January 20, 2025, pending dram;
- Motion to pay bills and transfers listed in Register No.’s 5447-5449;

Motion made by Walker, second by Dade to approve the following proposed **RESOLUTION NO. 158-2025:** “A RESOLUTION DESIGNATING DEPOSITORIES FOR CITY MONIES AND CITY FUNDS NOT TO EXCEED THE SUMS INDICATED PER FINANCIAL INSTITUTION.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Andrews to approve the following proposed **RESOLUTION NO. 159-2025:** “A RESOLUTION DESIGNATING THE DAILY GATE CITY AS A NEWSPAPER OF GENERAL CIRCULATION FOR PUBLICATION OF OFFICIAL NOTICES. (8) AYES, (0) NAYS. Motion carried.

Motion made by Crenshaw, second by Bryant to approve the following proposed **RESOLUTION NO. 160-2025:** “A RESOLUTION MAKING THE SAFETY DEPOSIT BOX RENTED IN THE NAME OF THE CITY OF KEOKUK ACCESSIBLE TO THE MAYOR & CITY CLERK.” Motion made by Greenwald, second by Crenshaw to amend the resolution by having Safety Deposit Box accessible to the Mayor, City Clerk & Mayor Pro-Tem. (8) AYES, (0) NAYS.

Motion made by Bryant to approve the following proposed **RESOLUTION:** “A RESOLUTION TO ASSUME SOUTHEAST IOWA DEVELOPMENT CENTER LOAN FROM KEOKUK ECONOMIC DEVELOPMENT CORPORATION.” Motion made by Cackley, second by Greenwald to table the resolution. (8 AYES, 0 NAYS). Motion tabled.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 161-2025**: “A RESOLUTION APPROVING OFFICER TRAINING REIMBURSEMENT AGREEMENT.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Crenshaw, second by Tillman to enter into closed session at 6:01 p.m. Closed Session pursuant to Iowa Code Chapter 21.5 to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered, and when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests closed session. (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to enter back into regular session at 6:17 p.m. (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Cackley to adjourn the meeting at 6:18 p.m.

MINUTES
COUNCIL WORKSHOP
January 2, 2025
IMMEDIATELY FOLLOWING REGULAR MEETING

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

STAFF PRESENT: Bellegarde, Broomhall, Carroll, Rose, Baum, and Weis.

Emily Benjamin with LCEDG gave a presentation of their five-year plan and requested that the city continue funding KEDC at the same level as in previous years. The \$50,000.00 will pass through to LCEDG since they have integrated the three groups into one.

Hotel/Motel Requests from Erika Barrett with Historic Preservation Commission, and Barbara Edler with Keokuk Art Center.

3rd Ward candidate Interviews were given to Jeff Mullin and Kip Myers.

Meeting adjourned at 7:42 p.m.

**CASH RECEIPTS
DECEMBER 2024**

General Fund	\$	2,567,346.68
Park Maint./Improv. Total	\$	300.00
Road Use Tax	\$	269,989.72
Employee Benefit Total	\$	40,024.20
Sales Tax - Human Development Total	\$	111,659.08
Tax Increment Financing Total	\$	4,503.75
Economic Development Total	\$	80,151.13
Library Trust Total	\$	318.14
American Rescue Plan Total	\$	60,000.00
Debt Service Total	\$	547,739.21
Capital Improv. Project Total	\$	15,000.00
Capital Equipt. Purchase Total	\$	76,700.00
Perpetual Care Total	\$	1,525.00
WPC Maint/Operation Total	\$	195,759.88
WPC Improvement Reserve Total	\$	3.80
Solid Waste Total	\$	79,849.66
Municipal Bridge Total	\$	11,588.44
Internal Service Fund Total	\$	104,438.54
TOTAL	\$	4,166,897.23

**TREASURER'S REPORT
CALENDAR 12/2024, FISCAL 6/2025**

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	2,772,133.40	2,567,346.68	676,982.20	1,166.26-	4,661,331.62
002	PARK MAINT/IMPROV	127,709.56	300.00	6,697.50	.00	121,312.06
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,487,778.93	269,989.72	113,164.42	544.21-	1,644,060.02
112	EMPLOYEE BENEFIT	2,037,024.90	40,024.20	1,347,621.81	.00	729,427.29
119	EMER - TAX LEVY	211,960.22	.00	.00	.00	211,960.22
121	SALES TAX - HUMAN DEV	1,657,812.79	111,659.08	700,000.00	.00	1,069,471.87
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	893,338.80	4,503.75	664,384.50	.00	233,458.05
160	ECONOMIC DEVELOPMENT	230,205.32	80,151.13	60,000.00	.00	250,356.45
167	LIBRARY TRUST	128,535.81	318.14	.00	.00	128,853.95
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	95,555.00	.00	.00	.00	95,555.00
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	46,319.73-	60,000.00	.00	.00	13,680.27
200	DEBT SERVICE	1,039,733.88	547,739.21	76,854.37	.00	1,510,618.72
301	CAPITAL IMPROV PROJECTS	3,313,226.48	15,000.00	272,029.43	.00	3,056,197.05
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP EQUIP PURCHASES	798,070.65-	76,700.00	14,450.62	.00	735,821.27-
304	CAPITAL PROJECT	332.83	.00	10,465.00	.00	10,132.17-
500	PERPETUAL CARE	517,595.29	1,525.00	.00	.00	519,120.29
610	WPC MAINT/OPERATION	1,680,909.66	195,759.88	186,571.42	431.08	1,690,529.20
611	WPC IMPR RESERVE	1,066,842.93	3.80	20,410.00	.00	1,046,436.73
612	SEWER MAINT EQUIP REPL	577,527.69-	.00	.00	.00	577,527.69-
613	WAT POL CONTR CAP	185,837.94	.00	.00	.00	185,837.94
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	214,349.42	79,849.66	70,796.90	2,177.95	225,580.13
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	1,861,749.42	11,588.44	30,172.24	539.11	1,843,704.73
810	INTERNAL SERVICE FUND	32,644.69-	104,438.54	60,817.90	.00	10,975.95
Report Total		19,271,781.45	4,166,897.23	4,311,418.31	1,437.67	19,128,698.04

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR
SWEET SALLY'S, 707 MAIN STREET - EFFECTIVE
JANUARY 24, 2025**

WHEREAS, Application has been made by David Baum for a Class C Retail Alcohol License for Sweet Sally's with Outdoor Service, 707 Main Street; **AND**

WHEREAS, Iowa Code Chapter 123 and Section 4.16.030 of the Keokuk Municipal Code require that the City Council conduct a formal investigation into the good moral character of the applicant; **AND**

WHEREAS, such an investigation has been conducted.

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

THAT, David Baum has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License for Sweet Sally's with Outdoor Service, 707 Main Street, effective January 24, 2025, be approved pending application, dram & fire inspection, and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 16th day of January 2025.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K.A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

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

WHEREAS, Application has been made by Credit Bureau of Keokuk, Inc. of Keokuk for a Class E Liquor License for Keokuk Spirits, 1013 Main Street; **AND**

WHEREAS, Iowa Code Chapter 123 and Section 4.16.030 of the Keokuk Municipal Code require that the City Council conduct a formal investigation into the good moral character of the applicant; **AND**

WHEREAS, such an investigation has been conducted.

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

THAT, Credit Bureau of Keokuk, Inc. of Keokuk has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Liquor License & Ownership Update for Keokuk Spirits, 1013 Main Street, effective March 1, 2025, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed & Approved this 16th day of January 2025.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF JANUARY 16, 2025.

REGISTER NO. 5450

AHLERS & COONEY, P.C.	SERVICE	\$ 680.00
AMI PIPE & SUPPLY	PARTS/SUPPLIES	\$ 196.55
BARCO MUNICIPAL PRODUCTS, INC.	SUPPLIES	\$ 663.67
KEOKUK MUNICIPAL WATER WORKS	GARBAGE/SEWER BILLING	\$ 2,840.00
GATE CITY PUBLISHING	PUBLICATIONS	\$ 568.68
GRAY QUARRIES, INC	CM9 ROADROCK & AGLIME	\$ 485.90
HARTRICK'S LUMBER	SUPPLIES	\$ 1,002.59
RIVER CITY PARTS, INC.	PARTS	\$ 252.70
LAWSON PRODUCTS, INC.	PARTS/SUPPLIES	\$ 514.73
ACCESS SYSTEMS	SERVICE	\$ 131.13
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 339.00
TASKE FORCE, INC.	SERVICE	\$ 1,362.00
GALLS, LLC	SUPPLIES	\$ 53.48
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 1,262.98
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 1,343.54
ALLIANT	SERVICE	\$ 49,626.65
THE CARDBOARD BOX	UPS CHARGES	\$ 22.50
CENTURY LINK	SERVICE	\$ 680.70
GREAT RIVER REGIONAL WASTE	SERVICE	\$ 11,473.51
AIRGAS USA, LLC	PARTS/SUPPLIES SEWER DEPT.	\$ 271.08
SAFETY-KLEEN	CLEAN REFILL TANKS	\$ 216.40
DEMCO, INC	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 199.45
SHOEMAKER & HAALAND	S 18TH ST RECONST.THRU12/21/24	\$ 2,549.00
MODJESKI & MASTERS, INC.	BRIDGE INSP. THRU DEC.31,2024	\$ 1,160.00
KEOKUK CONTRACTORS, INC	J#2932 WWTP FIX SLUDGE PIPE	\$ 602.00
DIAMOND CONSTRUCTION COMPANY	COLD PATCH STREET DEPT.	\$ 1,232.50
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$ 738.00
HUFFMAN MACHINE & WELDING, INC	CREDIT ON ACCOUNT	\$ (265.58)
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 579.71
LEE COUNTY HEALTH DEPARTMENT	HOLDING TANK INSPEC.11/15/24	\$ 150.00
PER MAR SECURITY SERVICES	TRIP CHG/SERVICE/LABOR DEPOT	\$ 598.00
OVERHEAD DOOR COMPANY OF	PARTS/SERVICE/LABOR FIRE DEPT.	\$ 1,890.24
YOUNGGREN SHOES	SAFETY BOOTS	\$ 388.98
KNAPHEIDE TRUCK EQ CENTER	CYLINDER LIFT,AUGER,CUTTN EDGE	\$ 3,578.15
U.S. CELLULAR	SERVICE	\$ 658.33
MIDWEST BREATHING AIR L.L.C.	SEMI ANNUAL AIR TEST,LAB.MILE	\$ 190.85
AT&T MOBILITY	SERVICE	\$ 722.30
AUTOZONE	PARTS	\$ 176.99
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$ (470.20)

REGISTER NO. 5451

CAPITAL ONE	SUPPLIES	\$ 312.12
MENARD INC.	WASHER KAS	\$ 678.00
MIKE WINN	REIMB. SERVICES	\$ 105.00
EAGLE ENGRAVING, INC.	SUPPLIES	\$ 31.55
MEDIACOM	SERVICE	\$ 758.50
ELECTRONIC ENGINEERING	PROGRAM RADIO BRIDGE DEPT.	\$ 1,083.45
MIDWEST TAPE, LLC	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 315.02
LCL FARMS INC.	HAULING SALT FROM SKYLINE C.R.	\$ 1,934.38
MUNICIPAL EMERGENCY SERVICES,	SCBA FLOW TEST FIRE DEPT.	\$ 1,461.89
LEXISNEXIS RISK DATA	SERVICE	\$ 151.23
EMPLOYEE BENEFIT SYSTEMS	INSURANCE PREMIUM FEB.2025	\$ 222,199.26
RAILROAD MANAGEMENT COMPANY	SEWER PIPELINE CROSSING RENT	\$ 417.05
LEE COUNTY TREASURER	SERVICE	\$ 55.00
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING @ CITY HALL	\$ 130.00
NSI LAB SOLUTIONS	WPC LAB SUPPLIES	\$ 88.00
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$ 18.00
THOMAS M. JONES JR.	MAINTENANCE & LIBRARY	\$ 140.00
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 1,532.10
MIDWAY FREIGHTLINER,INC.QUINCY	SENSORS,EXHAUST CLAMP FIRE DPT	\$ (28.13)
INTERSTATE BATTERIES OF	BATTERIES VEHICLE MAINT.	\$ 100.40
VERIZON WIRELESS	SERVICE	\$ 361.21
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES	\$ 1,251.67
IOWA LAW ENFORCEMENT ACADEMY	SERVICE	\$ 150.00
RELIANT FIRE APPARATUS, INC.	PARTS/FREIGHT FIRE DEPT.	\$ 543.67
LIBERTY UTILITY IOWA	SERVICE	\$ 1,510.90
INTERSTATE BILLING SERVICE,INC	HEADER,ASSY FUEL FLTR SANITAT.	\$ 709.73
LYNCH DALLAS, PC.	PROF.SERVICE GEN.LEGAL MATTERS	\$ 5,399.50
CINTAS CORP	SERVICE	\$ 1,973.46
COMMERCIAL CONTRACTING	J#5144 FIX LIGHTS BOATSTEAMENG	\$ 1,088.25
ICONNECTYOU	SERVICE	\$ 877.21
COURTESY DOOR	PARTS/LABOR @ AIRPORT HANGAR#9	\$ 264.00
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 120.00
RIVER CITY AUDIO	LIGHT BAR INSTALL 2016 CANYON	\$ 300.00
RADIO KEOKUK	SERVICE	\$ 1,375.00
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 7,830.90
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
GREATAMERICA FINANCIAL SVCS.	KEOKUK POLICE DEPT.	\$ 246.08
WALZ LABEL AND MAILING SYSTEMS	SUPPLIES	\$ 58.63
LIVE VOICE	ANSWERING SERVICE/HOLIDAY FEE	\$ 436.43
SHARED IT INC	IT SERVICES	\$ 2,424.66
VERTICAL COMMUNICATIONS INC.	SERVICE	\$ 59.80
SOUTHEAST IA REGIONAL	SERVICE	\$ 1,193.63
SCOTT'S ULTRA CLEAN LLC	JANITORIAL SERVICE JAN.2025 KPD	\$ 550.00

REGISTER NO. 5452

EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 350.49
SchraGIS Solutions	GIS MAINTENANCE	\$ 600.00
CIVICPLUS LLC	ANNUAL PRINT SUPPLEMENTATION	\$ 2,632.80
EVORA ENERGY	J#108973 WORK @ MUN.AIRPORT	\$ 14,778.28
BLACKSTONE PUBLISHING	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 252.59
MIDWEST AUTO COLLISION LLC	LABOR 24 DURANGO VIN6970 KPD	\$ 68.00
JARED OLIVER	NUISANCE PROP. CLEANUP	\$ 180.00
KARL EMERGENCY VEHICLES	REPLACE CAMERA EQUIPT DAMAGED	\$ 835.94
JONES CONTRACTING CORP.	S 18TH ST RECON.RIDGE TO MAIN	\$ 40,155.06
CENGAGE LEARNING INC./GALE	KEOKUK PUBLIC LIBRARY	\$ 87.71
MCCLOUD SERVICES	SERVICE	\$ 63.16
SKYLINE SALT SOLUTIONS	TREATED SALT-STREET DEPT.	\$ 14,616.00
SIGNATURE WOOD FLOORS LLC	SAND & FINISH STAGE @ GRAND	\$ 10,150.00
NINE SQUARE FEET, INC.	SHIPPING/HANDLING SEED PACKETS	\$ 20.00
MIDWEST AUTOMOTIVE	CUT/PROG.2 KEYS&FOBS 16CANYON	\$ 175.00
METROPOLITAN COMPOUNDS, INC.	ASPHALT PATCH-CASE RUT	\$ 621.60
		\$ 435,060.69



COUNCIL ACTION FORM

Date: 1/16/2025

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

Subject: No Parking Lee County EMS Agenda Item: _____

Description:

The public works department received a request from the Lee County EMS that the north side of North 16th Street adjacent to the garage area of the new ambulance quarters at 1520 Blondeau Street be designated a no parking zone. This will ensure that the ambulances have enough room to safely turn onto 16th Street and have enough room to turn back into the bays.

I would therefore recommend that no parking be allowed on the north side of North 16th Street between Blondeau Street and the alley to the west.

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.

AN ORDINANCE AMENDING SECTION 9.28.040 DEALING WITH PARKING REGULATIONS

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

Section 1: The Municipal Code be amended by adding the following subsection to section 9.28.040, Prohibited parking on certain streets, to read as follows:

9.28.040 Prohibited parking on certain streets.

(63) The Northerly side of North 16th Street between Blondeau Street and the alley to the west.

Section 2: All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: After second reading and passage of this ordinance the same shall remain on file with the City Clerk for ten (10) days before it shall come on for final adoption and thereafter upon such final adoption as evidenced by resolution to that effect this Ordinance shall be published once in the Daily Gate City, a newspaper of general circulation and after such final adoption take effect from the date of publication.

Initial reading by the Council on this 16th day of January 2025.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui

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

AYES – NAYS – ABSENT –



LEE COUNTY EMS
315 South Main Street
P.O. Box 88
Donnellson, IA 52625

11/25/2024

Brian Carroll
Public Works Director
City of Keokuk
bcarroll@cityofkeokuk.org

Mr. Carroll:

We would like to request the designation of the north side of N 16th St adjacent to the garage area of our new ambulance quarters at 1520 Blondeau Street, as a No Parking Zone between Blondeau St and the alley to the west. This is to ensure ambulances have enough room to safely turn onto 16th street, and also have enough room to turn so they can back into the bays. Photos of the proposed no parking zone are below.





We greatly appreciate your consideration in this matter. Please let me know if you have any additional questions.

Respectfully,

Mark Long

EMS Director

Lee County EMS

marklong@leccountyiowa.gov



COUNCIL ACTION FORM

Date: 1/16/2025

Presented By: B. Carroll, PWD *BC*

Subject: North Landfill Monitoring Agenda Item: _____

Description:

Klingner & Associates has submitted an opinion of probable costs for the North Landfill for 2025. The services outlined are required by the current permit. The estimated cost is \$9,500, which includes: 2025 spring sampling and reports, 2025 fall sampling and reports and the 2025 gas monitoring, and general consulting.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 670-841-6490 Title: Prof Services/Leachate Control

Amount Budgeted: \$8,300 (FY25) \$18,000 (FY26)

Actual Cost: \$4,750 \$4,750

Under/Over: \$3,550 \$13,250

Funding Sources:

FY 2025 and FY 2026

Departments:

Leachate Control

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

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A ONE YEAR AGREEMENT FOR ENGINEERING SERVICES AT THE NORTH LANDFILL

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

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

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Mayor be hereby authorized to execute a one- year contract with Klingner & Associates of Burlington, Iowa for engineering services at the North Landfill on Highway 218 for an estimated cost of \$9,500.

Passed this 16th day of January 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

Short Form Agreement For Environmental Services

KLINGNER & ASSOCIATES, P.C.

610 N. 4th Street, Burlington, IA 52601 - 319.752.3603

www.klingner.com

Date January 8, 2025 Phase Manager (PM) JAC
Project Type 0302 / 0305 Project Manager (PIC) JAC
(Office Code) Client Manager (Billing) JAC

PROJECT & SCOPE OF SERVICES:

Primary Company Contact

Client Keokuk Public Works Project Contact Brian Carroll
Address 501 Main Street City/State/Zip Keokuk, Iowa 52632
Phone 319-524-2050 Cell 319-795-7384 Email bcarroll@cityofkeokuk.org

Billing Contact (To be completed by Client) – Check box if identical to primary company contact

Check box if you would NOT like to receive your invoice via email

Address _____ Billing Contact _____
Phone _____ Cell _____ City/State/Zip _____
Email _____

Project Name 2025 Keokuk Landfill Monitoring & Engineering Services

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

See attached Scope of Work.

Target Start Date: 1/31/2025 Target Completion Date: 12/31/2025

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

Hourly at standard comprehensive per diem charges of staff members, plus all "Reimbursable Expenses". For planning purposes, the estimated fees are:
Labor Cost Estimate \$ 6,500
Reimbursable Expenses \$ 500
Special Consultant Services \$ 2,500
Total Project Cost Estimate \$ 9,500

Conditions encountered may result in higher or lower charges.

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

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


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

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

Signature of Client

Title

Date of Acceptance



Signature of Consultant
Environmental Department Manager

Title
1/8/2025

Date of Signature

Project No. _____

In response to Amendment #13 of Permit No. 56-SDP-04-77C issued March 16, 2022 (Revised August 26, 2022), we propose the following scope of services for 2025:

Groundwater Monitoring & Well Maintenance

- Per Amendment #13 to the permit, four (4) wells must be sampled biennially, but the site must have annual groundwater monitoring. We proposed to sample all four (4) required wells in 2025 in order to have a sufficient amount of data for Mann-Kendall analysis to work towards closure of the site and discontinuation of all monitoring.
- Wells (MW12RR, MW15, MW7 and MW9) will be analyzed for Appendix I parameters, TSS, and groundwater level measurements in the spring (March 2025).
- A request was submitted to the Iowa DNR in a letter dated December 14, 2022 to allow the use of Hydrasleeve sampling bags. Use of Hydrasleeves requires an additional site visit to purge wells and set the Hydrasleeve sampling devices in the wells to be sampled.

Explosive Gas Monitoring

- Annual explosive gas monitoring at GP-1, GP-2, and GP-3, as required by the permit.
- Gas measurements will be collected using a GEM 5000.
- Gas monitoring is proposed to be completed in the spring of 2025 in tandem with the groundwater monitoring and engineering inspection.

Engineer's Site Inspections

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

Annual Reporting

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

Landfill Closure Consulting

- Coordination with Iowa DNR as needed. The landfill permit was extended in 2024 and expiration is set for September 10, 2026.

General Consulting

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

Opinion of Probable Cost for 2025 Monitoring and Consulting: \$9,500

GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

PAYMENT: The E/A/S may invoice for its services and expenses monthly, based on the proportion of the actual work completed at the time of invoicing. Payment due in 15 days. Interest charged at 1% per month on accounts over 30 days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. If payment request is passed on to a collection agency, the Client agrees to pay the invoice amount and accrued interest, plus the fee of the collection agency. Any claim for payment will be brought in Adams County, Illinois.

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

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

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

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

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

TIME OF COMPLETION: The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION: Drawings, tracings, plats, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

ACCEPTANCE PERIOD: CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

OPINIONS OF PROBABLE COST: In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, the E/A/S does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the E/A/S of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the E/A/S will notify the Client and, as appropriate, government officials of them. The E/A/S may without liability or reduction or delay of compensation due suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The E/A/S shall not be considered an "arranger", "operator", "generator", "transporter," "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions.

CONSTRUCTION SERVICES: Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

AUTHORITY AND RESPONSIBILITY: The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

TERMINATION: This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Sub consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BINDING EFFECT: This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

INDEMNIFICATION: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the E/A/S and to defend, indemnify and hold harmless for any claim or liability for injury or loss arising from the E/A/S or other persons encountering utilities or other manmade objects that were not called to the E/A/S's attention or which were not properly located on the plans furnished to the E/A/S. Client further agrees to compensate the E/A/S for any time or expenses incurred by the E/A/S in defense of any such claim, in accordance with the E/A/S's standard hourly per diem fee schedule and expense reimbursement policy.

AGENDA
COUNCIL WORKSHOP
January 16, 2025
IMMEDIATELY FOLLOWING REGULAR MEETING

1. Hotel/Motel Requests.
2. TIF Presentation.
3. Grant Discussion - EPA Thriving Communities Grant Making Program.

Discussion About TIF, sewer and debt service

Some background

- Many years ago, the City entered into a consent order with the U.S. EPA that governs the need to separate sanitary and stormwater sewers in the community. We believe that order may still be in place.
- The City has constructed several improvements pursuant to that order since it was put in place.
- The original financing plan for sewers contemplated using sewer rental fees plus Urban Renewal TIF revenues to help pay for the projects.
- Over time, TIF revenues have been diverted to other projects, including a pool, Grand Ave., the purchase of a barge and the 1417 Exchange St. property.

Sewer matters in this discussion

- The City had an unfortunate event happen with the departure of ADM in 2022, resulting in meaningful reduction in sewer revenues.
- The City converted the existing sewer debt to General Obligation debt, and levied taxes in FY24-25 to pay that sewer debt, so as to avoid having to raise sewer rates to very high levels (we understand this was the motivation).
- The City's early CSO consent order finance plans called for issuing meaningful amounts of TIF debt in 2012, 2015, 2018 and 2021 to help finance the various phases of the CSO projects.

By mid 2010;s, with the various diversions of TIF taxes for other non-sewer projects, it was clear that the TIF would not be able to make the meaningful commitments to sewer once previously contemplated. The 1417 Exchange St. property extended that date even further.

Goals of today's exercise

- The Council asked the question about how much TIF is available.
- The answer depends upon what the Council wants to do with the upcoming CSO Phase 7 project, and whether it is to be paid from TIF or other revenue source.
- Help the Council understand the inter-relationship between TIF, sewer user fees and debt services taxes

Current Estimated TIF income, FY24-25

Net TIF Taxable Value	38,375,715
Est net TIF tax rate	40.96415
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Net TIF income to City	1,572,029

Current Estimated TIF income for FY25-26 (1)

Net TIF Taxable Value	38,986,120
Est net TIF tax rate	40.96415
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Net TIF income to City	1,597,033

(1) Tax rate for FY26 is estimated based on FY25 tax rates

Current TIF Bond Obligations:

<u>Fiscal Year</u>	<u>Series A 6/1/16</u>	<u>Series B 6/1/16</u>	<u>6/20/19</u>	<u>4/2/20</u>	<u>Total P&I Obligations</u>	<u>Est TIF Income</u>	<u>Annual Surplus</u>
6/1/25	124,111	406,540	69,617	441,600	1,041,868	1,572,029	355,160
6/1/26	119,411	404,240	69,617	424,750	1,018,018	1,597,033	554,015
6/1/27	114,493	405,915	79,617	170,550	770,575	1,449,904	679,330
6/1/28	112,393	408,315	84,248	166,125	771,081	1,449,904	678,824
6/1/29	107,688	415,125	88,695	164,200	775,707	1,449,904	674,197
6/1/30	107,625	0	97,957	164,700	370,282	1,449,904	1,079,623
6/1/31	0	0	101,850	159,100	260,950	1,449,904	1,188,955
6/1/32	0	0	105,558	131,050	236,608	1,449,904	1,213,296
6/1/33	0	0	114,082	51,000	165,082	1,449,904	1,284,822
6/1/34	0	0	362,237	0	362,237	1,449,904	1,087,667
6/1/35	0	0	361,017	0	361,017	1,449,904	1,088,887
6/1/36	0	0	359,082	0	359,082	1,449,904	1,090,822
6/1/37	0	0	356,602	0	356,602	1,449,904	1,093,302
6/1/38	0	0	353,600	0	353,600	1,449,904	1,096,304
Totals:	685,720	2,040,135	2,603,778	1,873,075	7,202,708	20,567,911	13,165,204

While there appears that there could be some TIF available, before you get excited about it, let's discuss CSO Sewer Phase 7 (which we understand to cost around \$11.5M) that we understood was to be put in place sometime in summer of 2026, and that we have been planning would be paid from TIF, once the debt is issued.

<u>Fiscal Year</u>	<u>Existing TIF Debt</u>	<u>Phase 7</u>	<u>Total TIF Obligations</u>	<u>Annual TIF Surplus</u>
6/1/25	1,041,868		1,041,868	355,160
6/1/26	1,018,018		1,018,018	554,015
6/1/27	770,575	201,425	972,000	449,130
6/1/28	771,081	201,425	972,506	448,624
6/1/29	775,707	201,425	977,132	443,997
6/1/30	370,282	586,425	956,707	464,423
6/1/31	260,950	694,688	955,637	466,455
6/1/32	236,608	720,938	957,546	465,796
6/1/33	165,082	791,575	956,657	468,022
6/1/34	362,237	595,813	958,050	468,167
6/1/35	361,017	598,288	959,305	467,987
6/1/36	359,082	605,588	964,670	463,722
6/1/37	356,602	607,625	964,227	465,302
6/1/38	353,600	609,488	963,088	467,604
6/1/39		966,175	966,175	465,704
6/1/40		966,475	966,475	467,504
6/1/41		971,513	971,513	464,604
6/1/42		971,200	971,200	467,104
6/1/43		975,625	975,625	464,904
6/1/44		979,700	979,700	463,104
6/1/45		978,425	978,425	466,704
6/1/46		981,888	981,888	465,604
Totals:	7,202,708	14,205,700	21,408,408	10,173,637



General Obligation Capital Loan Notes Series 2025

Timetable

<u>Date</u>	<u>Event</u>	<u>Responsible Party</u>
1/17/25	Preliminary bonding information circulated	PSC
2/6/25	Resolution setting date and time for hearing delivered	BC
2/13/25	CITY COUNCIL MEETING	
	<ul style="list-style-type: none"> Hearing scheduled Engagement with PSC and bond counsel adopted 	Issuer Issuer
2/14/25	Hearing notice delivered to <i>the Gate City</i>	Issuer
2/23/25	Last day for hearing notice to be published in <i>the Gate City</i>	Issuer
2/20/25	Minutes for hearing; resolution of intent; pre-levy resolution delivered	BC
2/27/25	CITY COUNCIL MEETING	
	<ul style="list-style-type: none"> Hearing held; resolution of intent adopted; Pre-levy resolution adopted 	
2/14/25	Rating request sent to S&P	PSC
2/14/25	First draft preliminary official statement (POS) circulated	PSC/DC
2/28/25	Comments on POS due	All
2/28/25	Draft legal opinion / continuing disclosure agreement due from Bond Counsel	BC
TBA	Due Diligence call between with members of Finance team	Issuer/PSC/DC
TBA	Rating Conference call to be scheduled	PSC/Issuer
3/6/25	POS sent to Issuer for approval	PSC/DC
3/6/25	Resolution authorizing POS delivered	BC
3/13/25	CITY COUNCIL MEETING	
	<ul style="list-style-type: none"> Resolution authorizing POS/ parameters resolution adopted allowing BPA signature 	Issuer
3/21/25	Rating due; POS published	PSC/Issuer
3/25/25	Bond insurance quotes due	PSC/Issuer
4/3/25	Resolution accepting Bond sale delivered	BC
4/10/25	NOTE SALE	
4/10/25	CITY COUNCIL MEETING	
	<ul style="list-style-type: none"> Resolution accepting proposal authorizing Mayor to sign BPA 	Issuer
4/17/25	Resolution authorizing issuance delivered to Issuer	BC
4/24/25	CITY COUNCIL MEETING	
	<ul style="list-style-type: none"> Resolution authorizing issuance of Notes 	BC/Issuer
5/8/25	Closing Date	All

Piper Sandler is providing the information contained in this document for discussion purposes in anticipation of serving as an underwriter or placement agent to you as the issuer of municipal securities (the "Issuer"). In this capacity, Piper will be acting solely as a principal in a commercial, arm's length transaction and not as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity regardless of whether it or an affiliate has or is currently acting in this capacity on a separate transaction. The information provided herein is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. We encourage the Issuer to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate.

January 16, 2025

Honorable Mayor and Members of the City Council
c/o Mr. Emmanuel Bellegarde, City Administrator
City of Keokuk
501 Main St.
Keokuk, IA 52632

Re: Engagement Letter with Piper Sandler & Co.

Ladies and Gentlemen:

We understand that the City of Keokuk, Iowa (the "Issuer" or "you") wishes to issue General Obligation Capital Loan Notes (to finance 2025-27 street improvement projects and a fire vehicle acquisition), (collectively, the "Bonds" or the "Project") and has selected Piper Sandler & Co. ("Piper", the "Underwriter", the "Placement Agent", or "we") to serve as underwriter or placement agent for the proposed issuance. We appreciate the opportunity to serve you in this manner. This letter will serve as an agreement regarding the terms of this engagement. In addition, we would like to take this opportunity to set forth some pertinent information about the financing process.

Although Piper intends to work closely with you during the period preceding the pricing and sale of the proposed Bonds with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Issuer; receipts of all required governmental approvals and appropriate legal opinions; an underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by Piper. This Agreement is therefore not a final commitment by Piper, express or implied, to underwrite, place, or purchase any securities, nor does it obligate the Underwriter to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

During the term of our engagement, we will, as appropriate to the Transaction:

- a) consult with you in planning and implementing the Transaction;
- b) prepare various options and numbers to financing the project as requested
- c) assist with securing a rating on the proposed Bonds
- d) assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- e) assistance with disclosure counsel regarding the preparation of the official statement
- f) assist you in preparing for due diligence conducted by potential investors;
- g) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- h) If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Issuer
- i) consult with you in structuring the investment; and
- j) Coordinate the closing effort for the Bonds

Mr. Emmanuel Bellegarde,
Page Two
January 16, 2025

During the course of the engagement, Piper will participate in discussions with bond counsel, finance officials or internal legal counsel of the Issuer to assist in advising the Issuer, as part of the underwriting process, of various financial structures for the proposed offering and their probable reception in the municipal bond markets.

Piper will perform due diligence respecting any offering documents as part of their obligation under federal securities laws. If a final commitment to underwrite the Bonds is approved by Piper, and subject to the conditions described above, Piper will underwrite the Bonds and manage a public offering of the Bonds. Further details regarding the underwriting will be set forth in a Bond Purchase Agreement to be executed at the time of pricing of the Bonds. The Issuer and its chosen counsel agree to cooperate with and assist Piper in connection with such duties.

Compensation. As compensation for Piper's services, the Issuer will pay Piper a fee to be determined by the nature of the offering as set forth in Schedule A hereto. Fees will be payable to Piper as underwriter in the form of an underwriter's discount on the Bonds as set forth therein. The fees, disbursements and other charges of Piper's outside legal counsel will be added to the underwriter's discount. Piper will select such counsel in its sole discretion. Fees payable to Piper as Placement Agent shall be paid in immediately available funds at closing. The Placement Agent fee shall not be payable in the event the Transaction does not occur, other than for non-performance by the Issuer.

Termination. The Issuer may not terminate this Agreement at any time prior to completion of the Project other than for non-performance on the part of Piper, in which case the Issuer may terminate this agreement, and upon such termination, all fees due to Piper for time served assisting with the Project shall be due and payable immediately by the Issuer. Piper may terminate this Agreement at any time on 30 days written notice.

Assignment. Neither Piper nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. In the event of acquisition of Piper by a third-party firm, notice shall be given to the Issuer regarding the acquisition and the Issuer shall have the opportunity to consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

No Advisory or Fiduciary Role. You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper, as a placement agent or underwriter, is in an arms-length commercial transaction between you and Piper and Piper has financial and other interests that differ from your interests; (ii) Piper is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper has provided other services or is currently providing other services to you on other matters); (iii) the only obligations Piper has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement; and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

No Recourse for Tax Matters. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of interest on the Bond.

Official Statement. The antifraud provisions of the federal securities laws apply to statements made by the Issuer, whether made in a Preliminary Official Statement, a final Official Statement, (collectively, "Offering Documents") on a website or in a rating agency presentation (if reasonably expected to reach investors) or if made by the Issuer in connection with secondary market information required to be disseminated under relevant contracts. The Issuer acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5. Under Rule 10b-5 (adopted pursuant to Section 10(b) of the Securities Exchange Act of 1934) ("10b5"), it is unlawful for any person, in connection with the disclosures made above, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Issuer hereby acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with federal securities laws. The Issuer hereby further acknowledges its intention to certify as to the accuracy and completeness of the Offering Documents without limitation or qualification.

Piper will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

Failure of Piper to advise the Issuer respecting 10b5 shall not constitute a breach by Piper or any of its duties and responsibilities under this Agreement. The Issuer acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper, and the Issuer acknowledges its responsibility to attest to the accuracy and completeness of the Official Statement without limitation or qualification.

Governance This Agreement will be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Issuer and Piper each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

Consent to Jurisdiction; Service of Process, Jury Trial. The parties each hereby (a) submits to the jurisdiction of the Federal court sitting in Des Moines, Iowa with respect to any actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in the Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby.

Issuer to Provide Information and Documents to Piper. The Issuer agrees to provide Piper all documents on which the Issuer has relied for purposes of certifying the Issuer is not aware of a material fact, nor has the Issuer omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Issuer also agrees to complete and agrees to cause its agents and consultants to complete, upon request, answers and provide any documents requested by Piper as part of due diligence requested by Piper in compliance with the Underwriters duties and obligations with respect to MSRB, SEC or other regulatory requirements.

Indemnification. The Issuer will indemnify and hold harmless Piper, each individual, corporation, partnership, trust, association or other entity controlling Piper, any affiliate of Piper or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the “Indemnitees”) against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a “Claim”), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that the Official Statement, the information about the Client or any information provided by the Client to the Underwriter included (as of any relevant time) or includes an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising out of or based upon the breach by the Client of any agreement, covenant or representation made in or pursuant to this Bond Issuance Resolution, Tax Exemption Certificate, or any purchase agreement between the Client and the purchaser of the Bonds

Representations, Warranties and Agreements of the Issuer. You represent and warrant to, and agree with us, that:

- a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
- c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
- d) at the closing, you will permit us to rely on your representations and warranties and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

No Liability for Final Numbers. To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to Piper by a third-party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

Miscellaneous. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the Underwriter and Issuer except that to the extent that any term of an executed Bond Purchase Agreement conflicts with the terms of this Agreement, in which case the terms of the Bond Purchase Agreement shall have precedence.

Mr. Emmanuel Bellegarde,
Page Five
January 16, 2025

This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person [(other than the Indemnified Persons set forth in Annex A hereto)] will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Piper, the enclosed original copy of this Agreement.

Very truly yours,

Timothy J. Oswald
Managing Director

Please acknowledge your acceptance by indicating below:

City of Keokuk, Iowa

Title:

Date:

Acknowledgement of Approval of Engagement and Confirmation of Receipt of the Appendix A and B Disclosures

Schedule A – Maximum Fees

Underwriter

All fees are calculated based on either the par amount of bonds offered or the gross initial offering proceeds, whichever is higher.

If the rating is “AA-” or higher, the maximum fee shall be 1.5%

If the rating is “A-” to “A+”, the maximum fee shall be 1.65%

If the rating is below “A-” or not rated, the maximum fee shall be 1.75%

Placement Agent

Maximum of 1.40% of the par amount of bonds sold, 0.25% discount provided if all purchased by local financial institutions within the Issuer’s geographical footprint

Annex A

You agree to (i) indemnify and hold harmless us, our affiliates (within the meaning of the Securities Act of 1933), and each of our respective partners, directors, officers, agents, consultants, employees and controlling persons (within the meaning of the Securities Act of 1933) (each of Piper Sandler and such other person or entity is hereinafter referred to as an "Indemnified Person"), from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, proceedings and investigations in respect thereof, to which any Indemnified Person may become subject arising out of or in connection with our engagement or any matter referred to in the agreement to which this Annex A is attached and of which this Annex A forms a part (the "Agreement"), regardless of whether any of such Indemnified Persons is a party thereto, and (ii) periodically reimburse an Indemnified Person for such person's legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, proceeding or investigation, whether or not such action, inquiry, proceeding or investigation is initiated or brought by you, your creditors or stockholders, or any other person. You are not responsible under clause (i) of the foregoing sentence for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. To the extent that any prior payment you made to an Indemnified Person is determined to have been improper by reason of such Indemnified Person's gross negligence or willful misconduct, such Indemnified Person will promptly pay you such amount.

If the indemnity or reimbursement referred to above is, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless, you agree to pay to or on behalf of each Indemnified Person contributions for losses, claims, damages, liabilities or expenses so that each Indemnified Person ultimately bears only a portion of such losses, claims, damages, liabilities or expenses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand and you and your stockholders on the other hand in connection with the Transaction or Sale, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of each such Indemnified Person, respectively, and you as well as any other relevant equitable considerations; provided, however, that in no event will the aggregate contribution of all Indemnified Persons to all losses, claims, expenses, damages, liabilities or expenses in connection with any Transaction or Sale exceed the amount of the fee actually received by us pursuant to the Agreement. The respective relative benefits received by us and you in connection with any Transaction or Sale will be deemed to be in the same proportion as the aggregate fee paid or proposed to be paid to Piper Sandler in connection with the Transaction or Sale bears to the aggregate consideration paid or proposed to be paid in the Transaction or Sale, whether or not consummated.

Promptly after its receipt of notice of the commencement of any action or proceeding, any Indemnified Person will, if a claim in respect thereof is to be made against you pursuant to this letter, notify you in writing of the commencement thereof; but omission so to notify you will not relieve you from any liability which you may have to any Indemnified Person, except your obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that you suffer actual prejudice as a result of such failure, but will not relieve you from your obligation to provide reimbursement of expenses and any liability which you may have to an Indemnified Person otherwise than hereunder. If you so elect, you may assume the defense of such action or proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to us) and payment of expenses, provided you permit an Indemnified Person and counsel retained by an Indemnified Person at its expense to participate in such defense. Notwithstanding the foregoing, in the event (i) you fail promptly to assume the defense and employ counsel reasonably satisfactory to us, or (ii) the Indemnified Person has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnified Person, an Indemnified Person may employ separate counsel (in addition to any local counsel) to represent or defend such Indemnified Person in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred; provided however, that you will not, in connection with any one such action or proceeding, or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for fees and expenses of more than one separate firm of attorneys (in addition to any local counsel).

You will not, without our prior written consent, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent includes

an express, complete and unconditional release of us and each other Indemnified Person from all liability and obligations arising therefrom. Without your prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise any claim for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that you reimburse the Indemnified Person for fees and expenses as provided in the Agreement, you agree that you will be liable for any settlement of any proceeding effected without your prior written consent if (i) such settlement is entered into more than 30 days after receipt by you of the request for reimbursement, and (ii) you will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability (whether in contract, tort or otherwise) to you or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental, special or punitive damages of any nature. Your indemnification, reimbursement, exculpation and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

You understand that in the event that you reimburse Piper Sandler pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, which may be higher than the rates that counsel charges Piper Sandler for other matters based on arrangements that it has entered into with such counsel.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.

Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. (“Piper Sandler”) to serve as your underwriter. We are writing to provide you with certain disclosures relating to the captioned bond issue (Securities), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

Piper Sandler & Co. intends to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Securities. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Securities.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

Dealer-Specific Conflicts of Interest Disclosures

Piper Sandler has identified the following actual or potential² material conflicts of interest:

- We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Securities. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Transaction-Specific Disclosures

Disclosures Concerning Complex Municipal Securities Financing:

- Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Securities are not required under MSRB Rule G-17.

Standard Disclosures

Disclosures Concerning the Underwriters’ Role:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
- The underwriters’ primary role is to purchase the Securities with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
- The underwriters have a duty to purchase the Securities from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Securities to investors at prices that are fair and reasonable.
- The underwriters will review the official statement for the Securities in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³

Disclosures Concerning the Underwriters’ Compensation:

- The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Securities and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Appendix B – Fixed Rate Securities

The following is a general description of the financial characteristics and security structures of fixed rate municipal securities ("Fixed Rate Securities"), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Securities. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Securities are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Securities are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Securities typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Securities may be subject to optional redemption, which allows you, at your option, to redeem some or all the securities on a date prior to scheduled maturity, such as in connection with the issuance of refunding securities to take advantage of lower interest rates. Fixed Rate Securities will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the securities, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the securities, usually not less than 30 days prior to the redemption date. Fixed Rate Securities with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the securities annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the securities to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Securities, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Securities. “General obligation (GO) securities” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO securities are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Securities are subject to such limits.

General obligation securities constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation securities generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Securities. “Revenue securities” are debt securities that are payable only from a specific source or sources of revenues. Revenue securities are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue securities only from the revenue source(s) specifically pledged to the securities. Revenue securities do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue securities. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue securities. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue securities (conduit revenue securities) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue securities commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue securities normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the securities, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding “Security” is only a summary of certain possible security provisions for the securities and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the securities.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Securities, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue securities):

Issuer Default Risk. You may be in default if the funds pledged to secure your securities are not enough to pay debt service on the securities when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the securities, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the securities are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the securities. If the securities are revenue securities, you may be required to take steps to increase the available revenues that are pledged as security for the securities. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer securities or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the securities.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Securities payable from the general fund, particularly securities without a defined revenue stream identified

to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the securities. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted, and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all securities, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer securities or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the securities.

Redemption Risk. Your ability to redeem the securities prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the securities at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those securities when required.

Reinvestment Risk. You may have proceeds from the issuance of the securities available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the securities, which is referred to as "negative arbitrage".

Tax Compliance Risk. The issuance of tax-exempt securities is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt securities. You also must covenant to take certain additional actions after issuance of tax-exempt securities. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on securities to become taxable retroactively to the date of issuance of the securities, which may result in an increase in the interest rate that you pay on the securities or the mandatory redemption of the securities. The IRS also may audit you or your securities, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt securities are declared taxable, or if you are subject to audit, the market price of your securities may be adversely affected. Further, your ability to issue other tax-exempt securities also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the securities.