

AGENDA
CITY COUNCIL MEETING
July 3, 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 Council meeting of June 19, 2025;
 - Resolution Approving a Liquor License for Walmart Supercenter #1431, 300 North Park Drive, Class E Retail Alcohol License – effective July 21, 2025;
 - Resolution Approving a Liquor License for Arrowhead Bowl, 3535 Main Street, Class C Retail Alcohol License – effective August 1, 2025;
 - Motion to pay bills and transfers listed in Register No.'s 5480-5482;
7. (a) Motion to Amend the previously introduced language of Ordinance Title 19-Plat and Subdivisions to reflect revised language.

(b) Motion to approve the initial reading of Ordinance repealing Title 19 Plats and Subdivisions and enacting in lieu thereof a new Ordinance Title 19 Subdivision of the Keokuk Municipal Code.
8. Consider resolution approving a contract to demolish 1728 J Street.
9. Consider resolution approving purchase of Smarts VR Training System.
10. Consider resolution approving \$25,000 payment to MBRME for completion of Development Project on the 600 Block of Main Street.
11. Consider resolution approving the Mayor to sign Memorandum of Understanding (MOU) Agreement between the City of Keokuk and ImOn.
12. Consider resolution approving amendment for Timea Street Engineering.
13. Consider resolution approving Road Maintenance Agreement closeout with ITC Midwest, LLC.
14. Consider resolution approving lease agreement with River's Edge Wellness, PLLC for Suite 103 at the Southeast Iowa Development Center.
15. Consider resolution approving the appointment of James Ferneau as City Administrator and authorizing the approval and execution of the employment contract.
16. Consider resolution authorizing the Mayor to sign supplemental agreement between the City of Keokuk and the Iowa Department of Transportation.
17. Consider resolution authorizing the Mayor to sign demolition contract for a single-family dwelling located at 1103 Orleans Avenue.
18. Council Liaison Reports:
19. Staff Reports:
20. New Business:
21. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
June 19, 2025
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on June 19, 2025, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were nine council members present, none absent. Carissa Crenshaw, Dorothy Cackley, Devon Dade, Dan Tillman, Jeff Mullin, Tyler Walker, Steve Andrews, Roger Bryant, and Michael Greenwald were present. Staff in attendance: Interim City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Police Chief Zeth Baum, Fire Chief Gabe Rose, Bridge, Cemetery, Park and Sanitation Manager Bob Weis, and George M. Verity Museum employee Bill Dennis.

MAYOR'S CORRESPONDENCE: Informed of upcoming area events. Chuck Pietscher of the Sons and Daughters of Pioneer Rivermen presented a grant check in the amount of \$8,328 to City of Keokuk and Bill Dennis, who runs the Verity Museum. The funds will be used for painting the museum.

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

- Minutes of the Regular Council meeting of June 5, 2025;
- Minutes of the Keokuk Civil Service Commission of June 11, 2025;
- Certified List for the Keokuk Fire Department for Promotion to the rank of Lieutenant;
- **RESOLUTION NO. 233-2025:** Approving a Liquor License for The Bar, 914 Main Street, Class C Retail Alcohol License – effective immediately;
- **RESOLUTION NO. 234-2025:** Approving a Liquor License for Casey's #2595, 326 Main Street, Class E Retail Alcohol License – effective July 1, 2025;
- **RESOLUTION NO. 235-2025:** Approving a Liquor License for The Hawkeye, 105 N. Park Drive, Class C Retail Alcohol License – effective July 7, 2025;
- **RESOLUTION NO. 236-2025:** Approving a Liquor License for MOD Convenience Store, 3345 Main Street, Class E Retail Alcohol License – effective July 22, 2025;
- Cash Receipts & Treasurer's Report for May 2025;
- Approve Cigarette/Tobacco Licenses for July 1, 2025-June 30, 2026;
- Resignation of Richard Meredith from the Veteran's Memorial Commission effective immediately;
- Appointment of Larry Loney to the Veteran's Memorial Commission, fulfilling a term to expire June 1, 2029;
- Special Event Permit for Southside Boat Club, July 3, 2025, Fireworks, Hubinger Landing 6 p.m. to 11:00 p.m.
- Motion to pay bills and transfers listed in Register No.'s 5477-5479;

OLD BUSINESS:

Motion made by Crenshaw, second by Greenwald to remove Ordinance from table. (9) AYES, (0) NAYS. Motion carried. Parking options for Lawler Chiropractor were discussed.

Motion made by Tillman, second by Crenshaw to approve the third/final reading and adopt and give final approval of **ORDINANCE NO. 2054** Amending Section 9.28.040 dealing with parking regulations for the Northerly side of South 18th Street from Main Street to Carroll Street.

Roll Call Vote: AYES – Crenshaw, Cackley, Dade, Tillman, Jeff Mullin, Tyler Walker, Steve Andrews, Bryant, and Greenwald. NAYS – None. (9) AYES, (0) NAYS. Motion carried.

NEW BUSINESS

Mayor Mahoney opened the public hearing at 5:42 p.m. to repeal Title 19 Plat and Subdivisions of the Keokuk Municipal Code and adopt a new Title 19 Subdivisions.. A public hearing notice was published in the Daily Gate City on June 6, 2025.

COMMENTS: Broomhall gave overview, and it was decided that the ordinance needed to be revised, and Broomhall will revise and bring back to council for approval.

There being no more comments or objections, Mayor Mahoney closed the public hearing at 5.45 p.m.

Mayor Mahoney opened the public hearing at 5:46 p.m. on a request to amend Title 20, of the Keokuk Municipal Code by adding adaptive reuse of special use buildings in residential zoning districts. A public hearing notice was published in the Daily Gate City on June 6, 2025.

COMMENTS: Broomhall gave overview and citizen David McTavish informed of potential project for the church.

Motion made by Walker, second by Dade to approve the initial reading of Ordinance amending Title 20, by adding adaptive reuse regulations of Sections 20.20.020, 20.28.020, 20.32.020; adding subsection (30) adaptive reuse of Special Use Building to Section 20.68.040 special uses designated and adding Section 20.68.090 establishing purpose and standards for adaptive reuse of Special Use Building.

Roll Call Vote: AYES – Crenshaw, Cackley, Dade, Tillman, Jeff Mullin, Tyler Walker, Steve Andrews, Bryant, and Greenwald. NAYS – None. (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Dade to waive the second and third reading of the **ORDINANCE NO. 2055** Amending Title 20, by adding adaptive reuse regulations of Sections 20.20.020, 20.28.020, 20.32.020; adding subsection (30) adaptive reuse of Special Use Building to Section 20.68.040 special uses designated and adding Section 20.68.090 establishing purpose and standards for adaptive reuse of Special Use Building.

Roll Call Vote: AYES – Crenshaw, Dade, Tillman, Jeff Mullin, Tyler Walker, Steve Andrews, Bryant, and Greenwald. NAYS – Cackley. (8) AYES, (1) NAYS. Motion carried.

Motion made by Tillman, second by Dade to adopt and give final approval. (8) AYES, (1) NAY – Cackley. Motion carried.

Motion made by Crenshaw, second by Tillman to approve the following proposed **RESOLUTION NO. 237-2025**: “ A RESOLUTION SETTING FISCAL YEAR 2025-2026 SALARIES FOR PERSONNEL OF THE CITY OF KEOKUK EFFECTIVE JULY 1, 2025. (8) AYES, (1) NAY-Cackley. Motion carried.

Motion made by Greenwald, seconded by Tillman to approve the following proposed **RESOLUTION NO. 238-2025**: “ A RESOLUTION APPROVING ALLOCATION OF FUNDS FROM THE HOTEL/MOTEL TAX BASED ON AN AMOUNT ESTIMATED FOR FY2025-2026. (9) AYES, (0) NAYS. Motion carried.

Motion made Walker, second by Dade to approve the following proposed **RESOLUTION NO. 239-2025**: “ A RESOLUTION APPROVING THE PETTY CASH AND CHANGE FUNDS FOR THE FISCAL YEAR 2025-2026.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Bryant to approve the following proposed **RESOLUTION NO. 240-2025**: “ A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2025-2026 FOR THE CITY OF KEOKUK.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Crenshaw to approve the following proposed **RESOLUTION NO. 241-2025**: “ A RESOLUTION ALLOCATING ECONOMIC DEVELOPMENT FUNDS FOR FISCAL YEAR 2025-2026.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Tillman to approve the following proposed **RESOLUTION NO. 242-2025**: “ A RESOLUTION AUTHORIZING FUND TRANSFERS FOR FISCAL YEAR 2025.” (9) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Broomhall requested that a code revision meeting be scheduled; it was also noted that food push carts have been seen operating around town, and there is currently no ordinance in place to address them; the Homes for Iowa house has arrived, and appreciation was expressed to the Police Department for placing “No Parking” signs to assist with its delivery; discussion followed regarding a block grant for housing rehabilitation, including possible projects and the process for applying. Baum regrettably announced the passing of K-9 Officer Zsolt and provided an estimated timeframe for obtaining a new unit; he also shared updates on new police recruits and recognized Officer Mason Schau for receiving a state award for his outstanding efforts in combating impaired driving—an honor given to only one officer statewide. Ferneau provided an explanation of fund transfers (item 15) and informed that the state has paused funding on the Historic Preservation grant (item 16).

Motion made by Dade, second by Tillman to adjourn the meeting at 6:10 p.m.

RESOLUTION NO.

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

WHEREAS, Application has been made by Walmart Inc. for a Class E Retail Alcohol License for Wal-Mart Supercenter #1431, 300 North Park; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Walmart Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Retail Alcohol License for Wal-Mart Supercenter #1431, 300 North Park, effective July 21, 2025, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 3rd day of July 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 C RETAIL ALCOHOL LICENSE FOR
ARROWHEAD BOWL, 3535 MAIN STREET**

WHEREAS, Application has been made by Arrowhead Bowl Inc. for a Class C Retail License for Arrowhead Bowl, 3535 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, Arrowhead Bowl Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail License for Arrowhead Bowl, 3535 Main Street, effective August 1, 2025, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 3rd day of July 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 JULY 3, 2025.

REGISTER NO. 5480

BEARING HEADQUARTERS CO.	PARTS	\$	224.87
GRAY QUARRIES, INC	CM9 ROADROCK STREET DEPT.	\$	354.72
RIVER CITY PARTS, INC.	PARTS	\$	127.65
KERR FABRICATORS, INC.	SUPPLIES/SERVICE	\$	222.50
ACCESS SYSTEMS	SERVICE	\$	85.47
S. J. SMITH WELDING SUPPLY	PARTS/SUPPLIES	\$	54.52
IDEAL READY MIX COMPANY, INC	CONCRETE	\$	638.75
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$	3,390.00
TASKE FORCE, INC.	SERVICE	\$	5,454.75
GALLS, LLC	SUPPLIES	\$	63.14
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$	304.23
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$	14.49
ALLIANT	SERVICE	\$	17,333.00
THE CARDBOARD BOX	UPS CHARGES WWTP	\$	29.46
CENTURY LINK	SERVICE	\$	519.10
GREAT RIVER REGIONAL WASTE	SERVICE	\$	21,201.20
TRUCK REPAIR, INC	PARTS FIRE DEPT.	\$	14.82
SHOEMAKER & HAALAND	PROFESSIONAL SERVICES	\$	67,188.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$	38.61
HY-VEE, INC.	SUPPLIES	\$	1.92
HANCOCK COUNTY COLLECTOR	KEO.MUN.BRIDGE 2024 TAXES	\$	24,076.46
IOWA LEAGUE OF CITIES	MEMBER DUES JULY1,25-6/30/26	\$	4,979.00
HOERNER YMCA	MEMBERSHIPS & POOL MANAG. FEE	\$	12,533.20
PER MAR SECURITY SERVICES	SERVICE	\$	4,298.73
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$	498.15
FASTENAL COMPANY	SUPPLIES	\$	151.03
USA BLUE BOOK	SUPPLIES	\$	2,114.18
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$	2,106.15
PAUL S. KELLY SR.	OIL PUMP MOTOR RECOND.ST.DEPT	\$	75.00
WISS & WISS EQUIPMENT INC.	PARTS/SUPPLIES	\$	688.78
CAPITAL ONE	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	36.29
MENARD INC.	SUPPLIES - AIRPORT	\$	207.90
DISCOUNT TIRE & SERVICE	TIRES	\$	646.00
FIRE SERVICE TRAINING BUREAU	RECERTIFICATION	\$	25.00
PETERS HEATING & AIR	PARTS/LABOR @ GRAND THEATRE	\$	4,403.25
ANDREW WHITAKER	URBAN DEER QUALIF.FOR 2024-25	\$	100.00
MEDIACOM	SERVICE	\$	759.56
INTERNATIONAL CODE COUNCIL,INC	GOV.MEMBER.MEM#8122375 KFD	\$	170.00
GRAINGER	SEWAGE INJECTOR PUMP WWTP	\$	1,745.23

REGISTER NO. 5481

MES SERVICE COMPANY, LLC	TAIL COAT/PANT KEO.FIRE DEPT.	\$	4,445.00
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$	29.42
LEXISNEXIS RISK DATA	SERVICE	\$	151.23
NATIONAL FIRE SAFETY COUNCIL	GRAND THEATRE CONTRIBUTION	\$	100.00
KATHIE MAHONEY	REIMB. RD OF HONOR SUPPLIES	\$	40.80
LEE COUNTY TREASURER	91 LEINS NUISANCE HOUS.ABATEMT	\$	455.00
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING @ LIBRARY	\$	85.00
CARD SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	270.35
MACQUEEN EQUIPMENT, INC.	PARTS STREET CLEANER	\$	1,104.57
MIDWAY FREIGHTLINER,INC.QUINCY	CREDIT ON ACCOUNT	\$	(28.13)
WEST CENTRAL FS INC.	BULK UNLEADED FUEL/MFT	\$	19,326.42
ACCO	POOL SUPPLIES/CHEMICALS	\$	2,870.60
RELIANT FIRE APPARATUS, INC.	PARTS/SHIPPING FIRE DEPT.	\$	188.08
DARKSIDE TINT & GRAPHIX	DECALS-TAHOE, RAM TRUCK KVEC	\$	450.00
JACOB MOORE	URBAN DEER QUALIF.SEASON24-25	\$	100.00
LIBERTY UTILITY IOWA	SERVICE	\$	1,742.60
DIANNE STANLEY	GRAND MANAGER FEE/SUPPLIES	\$	675.88
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$	20,688.00
ARMSTRONG TRACTOR LLC	MOWER PARTS	\$	768.18
IMWCA	WORK COMP PREMIUM 25-26	\$	63,048.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$	5,800.00
RICOH USA, INC.	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	126.00
COMPRISE TECHNOLOGIES, INC.	SAM SOFTWARE LICENSE RENEWAL	\$	481.00
STEVEN R LONG	JANITOR FEE & SUPPLIES	\$	631.94
PET WASTE ELIMINATOR	PET WASTE ELIMINATOR PARK/REC	\$	115.99
NEWBERRY LANDSCAPING LLC	NUISANCE MOWINGS	\$	1,640.00
WALZ LABEL AND MAILING SYSTEMS	EZ CONFIRM ENVELOPES	\$	104.76
SHARED IT INC	SERVICE	\$	110.00
TRI-STATE HEATING & ELECTRIC	NUISANCE MOWINGS	\$	3,060.00
BLACKSTONE PUBLISHING	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	141.96
IWORQ	SOFTWARE MAN./SUPP.7/25-6/26	\$	8,000.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$	315.00
ELITE LAWN AND LANDSCAPE LLC	NUICANCE MOWINGS	\$	880.00
ACCESS SYSTEMS LEASING	SERVICE	\$	182.35
EO JOHNSON BUSINESS	KEOKUK PUBLIC LIBRARY	\$	1,089.00
JONES CONTRACTING CORP.	S.18TH RECONST.RIDGE TO MAIN	\$	63,567.95
CENGAGE LEARNING INC./GALE	KEOKUK PUBLIC LIBRARY	\$	295.48
EOCENE ENVIRONMENTAL GROUP,INC	BROWNFIELD CLEANUP GRANT	\$	9,520.00
MCCLOUD SERVICES	SERVICE	\$	119.32
AE JOHNSON LLC	NUISANCE PROPERTY CLEANUP	\$	984.71
LEE COUNTY FLORAL LLC	CRAFT & CHAT - PUBLIC LIBRARY	\$	200.00
DONNA WIXOM	REIMB.SPIN MOP FOR KAS	\$	34.96
ERIKA BARRETT	GRANT WRITING SERVICES	\$	825.00

REGISTER NO. 5482

TYLER HOWELL	JULY 4TH ENTERTAINMENT	\$	900.00
TRACIE JONES	REIMBURSE GRAND THEATRE INK	\$	31.00
PEGGY WHITFORD	REFUND TOLMIE RENTAL FEE	\$	50.00
		\$	392,122.33



COUNCIL ACTION FORM

Date: June 26, 2025

Presented By: Broomhall

Subject: Amendment & first reading of new Subdivision Ordinance Agenda Item: 7

Description:

The Planning Commission held multiple meetings to review the proposed changes and, on April 28, 2025, recommended approving the ordinance and forwarding it to the City Council for consideration.

The purpose of this Ordinance is to create a subdivision ordinance to comply with Chapter 354 Iowa Code and to protect the health, welfare, and public safety of the City of Keokuk, Iowa

The council held a public hearing on June 19, 2026, Interim City Administrator Jim Ferneau suggested adding street lighting to design criteria section of the new code, city council members agreed to the suggestion. Following the public hearing, the proposed Subdivision Ordinance was amended to include additional language as follows: 19.28.100 Electric Distribution and Street Lighting: All improvements shall be designed and installed to meet the standards set forth by Alliant Energy, or any other subsequent provider to the City of Keokuk.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Held public hearing

Date

June 19, 2026

Recommendation:

Amend & Approve 1st reading

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NO.

AN ORDINANCE REPEALING TITLE 19 PLATS AND SUBDIVISIONS AND ENACTING IN LIEU THEREOF A NEW ORDINANCE TITLE 19 SUBDIVISION OF THE KEOKUK MUNICIPAL CODE

WHEREAS, after publication of notice, the Planning Commission held a public hearing on April 28, 2025, to review proposed new Title 19, Subdivision, after which the Planning Commission recommended approval to the Keokuk City Council.

WHEREAS, the City Council, after holding a public hearing on June 19, 2025, and consideration of the report from the City Planning Commission hereby makes the following amendments to the Keokuk Municipal Code.

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

Section 1 Purpose. The purpose of this Ordinance is to create a subdivision ordinance to comply with Chapter 354 Iowa Code and to protect the health, welfare, and public safety of the City of Keokuk, Iowa

Section 2. Amendment. Repeal Title 19 Plats and Subdivisions and enact in lieu thereof Title 19 Subdivision to the Keokuk Municipal Code, City of Keokuk, Iowa as follows:

Title 19 SUBDIVISION

Chapter 19.04 GENERAL PROVISIONS

Sections:

19.04.010 Title.

This title shall be known, referred to and cited as the " Subdivision Ordinance for the City of Keokuk, Iowa." Herein, this title may be referred to as this title or this ordinance.

19.04.020 Purpose.

This purpose of this title is to provide for the harmonious development of Keokuk and the area within two miles from the boundaries of the city:

- To provide for accurate, clear and concise legal descriptions of real estate in order to prevent, wherever possible, land boundary disputes or real estate title problem;
- To encourage orderly development of the City and provide for the regulation and control of the extension of public improvements, public services, and utilities, the improvement of land, and the design of subdivisions, that are consistent with the City's Comprehensive Plan and other specific community plans;
- To provide for a balance between the use rights of individual landowners and the economic, social, recreational, and environmental concerns of the public when the City is developing or enforcing its land use regulation; and

- To provide the population and traffic which will tend to create conditions favorable to health, safety, convenience, and prosperity.

19.04.030 Jurisdiction and Applicability of Regulations.

These Regulations govern the review and approval of any plat for subdivision of any area of land within the City or within two (2) miles of the corporate limits of the City of Keokuk, IA within Lee County, except if the City waives its right to review a subdivision within two (2) miles of the corporate limits via resolution of the City Council. While Keokuk has the right to review subdivisions within two (2) miles of the corporate limits, Lee County has primary jurisdiction over subdivisions outside city limits.

In any instance where an existing lot or tract is to be divided into 2 or more separate lots or tracts, this action shall constitute a subdivision, subject to the regulations of this Ordinance, unless specified herein.

1. In accordance with Chapter 354 of *Iowa Code*, when land is divided for the establishment of public right-of-way (such as road or utilities) by a government agency, this shall not constitute a subdivision.
2. When an existing tract(s) or portion thereof is to be surveyed or otherwise given a legal description in order for a portion of the tract(s) to be transferred to and combined with an adjoining tract for the purpose of enlarging or reducing the size of the tract, this Plat of Survey shall not be considered a 'subdivision' and shall be exempt from being regulated as a subdivision under the regulations in this Ordinance, unless the portion of the tract(s) to be transferred is either greater than 10,000 square feet, or greater than 50 percent of the total size of the enlarged tract, whichever is less. Said Plat of Survey shall be referred to as a "Lot Line Adjustment" and shall be so clearly marked. Before any person records a Lot Line Adjustment, said adjustment and the resulting tract(s) shall be reviewed and approved by the Community Development Director for conformance with the zoning ordinance and any other applicable city ordinances.

19.04.040 Relation to other Ordinances and Regulations.

Whenever this Ordinance imposes different requirements or standards than are required by other rules, regulations, ordinances, deed restrictions or covenants lawfully adopted by any other government or private entity with legal jurisdiction over the property(ies) in question, the most restrictive standards shall prevail.

Zoning Ordinance Standards

Whenever a subdivision is proposed within the jurisdiction of the Keokuk Zoning Ordinance, that subdivision shall comply with all applicable requirements of that Ordinance, including those that apply to property throughout the city, as well as those that are specific to the Zoning District in which it is located. If the subdivision involves the establishment of a use that is not permitted in the District it is currently located in (i.e. residential or commercial), or the size and dimensions of the proposed lots do not comply with the minimum standards of that District, then no official action shall be taken by the City on the proposed subdivision until the property has been rezoned to a District where such uses, size, and dimensions are allowed.

Floodplain Development Ordinance Standards

In any instance where a subdivision contains land that falls within the jurisdiction of the Keokuk Floodplain Development Ordinance, the subdivision and its individual lots shall be designed to ensure that the minimum requirements of that ordinance can be complied with when those lots are developed.

Iowa Department of Natural Resources – Storm Water and Erosion Control

The developer shall be responsible for complying with any and all applicable requirements by the Iowa Department of Natural Resources concerning stormwater and erosion for construction projects.

19.04.050 Fees Established.

The City Council shall from time to time establish by resolution a schedule of reasonable fees, sufficient to recover incurred costs, to be charged for the review of plats and associated improvements under these Regulations. All fees for reviewing plats shall be paid in full prior to City Council acceptance of the preliminary or final plat.

19.04.060 General Platting Requirements.

The survey procedure and monumentation used in creating a subdivision plat shall follow Chapters 354 and 355 of the *Iowa Code*

No subdivision plat or street dedication within the City or within the two (2) miles of the corporate limits of the City shall be filed for record with the County Recorder, or filed by the Recorder, until a final plat and/or Improvement Agreement has been approved in accordance with this Chapter.

19.04.070 Variances.

Where in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of this title would result in extraordinary hardship for the subdivider a variance can be requested. Reasons for a variance may include things such as unusual topography or other such not self-inflicted conditions or that these conditions would result in inhibiting the achievement of the objectives of this title. The city planning commission may make a recommendation to the City Council to vary, modify or waive the requirements so that substantial justice may be done and public interest secured; provided that such variance, modification or waiver will not have the effect of nullifying the intent and purpose of this title or interfering with carrying out the comprehensive plan of the city. Approval of such variances and waivers recommended to the City Council may be granted only by the affirmative vote of two-thirds of the members of the City Council.

19.04.080 Amendments

This Ordinance may be amended from time to time through official action by the City Council following a public hearing. Prior to such action, the Planning and Zoning Commission shall make a recommendation of amendments to the City Council. Notice of the City Council public hearing shall be given not less than 4 days nor more than 20 days prior to the hearing, in a newspaper of general circulation in the community.

19.04.090 Penalties.

If the owner, or an agent acting on their behalf, knowingly sells or attempts to sell land by reference to a subdivision plat before such plat has been approved by the City Council or knowingly violates any regulations outlined within this ordinance, this shall constitute a municipal infraction, as defined by Chapter 364.22 of *Iowa Code*. Accordingly, whenever such an infraction has occurred, the offender shall be fined not more than \$750 for the first offense, and not more than \$1,000 for each subsequent offense, or shall be imprisoned for not more than 30 days for each offense. Nothing contained herein shall prevent the City of Keokuk from taking such other lawful action as is necessary to prevent or remedy any violation. In any case of a violation, the subdivision is considered invalid and shall not be recorded.

19.04.100 Severability.

Should any section or provision of this ordinance be declared by the Courts to be invalid or unconstitutional, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid or unconstitutional.

Chapter 19.08 DEFINITIONS

For this title certain words and terms are defined in this chapter.

“Alley” means a right of way designed to be used as a secondary means of access to the side or rear of abutting property whose principal frontage is on some other right of way.

“Block” means an area of land bounded by streets, highways, and/or public parks, cemeteries, railroad rights-of-way, exterior boundaries of the subdivisions, shorelines of waterways, or corporate boundaries.

"Bond" means any form of security including a letter of credit, a cash deposit, surety bond, performance bond, maintenance bond, collateral, property or instrument of credit in an amount and form satisfactory to the City Council.

"Building line" means a line on a plat between which line and a right-of-way no building or structure may be erected.

"City" means City of Keokuk, Iowa.

"County" means Lee County, Iowa.

"Cul-de-sac" means a minor street with only one outlet and culminated by a turnaround.

"Easement" means a grant by the property owner of the use, for a specific purpose, of a strip of land by the general public, a corporation, or a certain person or persons.

"Escrow agreement/account" means an agreement or account (as the context determines), between the subdivider and the city whereby a percentage of the sale price of each lot in the subdivision, when sold, shall be deposited in escrow as a guarantee for the installation of the required improvements, the percentage to be determined by the agreement.

"Lot" means a tract of land represented and identified by number or letter designation on an official plat or subdivision for the purpose, whether immediate or future, of transfer of ownership or of building development or of use. "Lot Line Adjustment" means an existing tract or portion thereof to be surveyed or otherwise given a legal description for a portion of the tract to be transferred to and combined with an adjoining tract for the purpose of enlarging or reducing the size of affected tracts.

"Major street" means a street intended to move traffic at a moderate to high speeds for the movement of traffic to and from neighborhoods, activity centers, major traffic generators, major industrial areas, and/or as a route for traffic between communities and that accommodates a medium to high degree of mobility.

"Minor street" means a street not designated as a major street and that is designed for low to moderate speeds and low intensity traffic volumes intended to provide access to private property, and also to move traffic to and from low traffic generating areas.

"Performance bond" means a surety bond, cash deposit or escrow agreement made out to the city in an amount equal to the full cost of the improvements which are required by this title, the cost being estimated, and the surety bond, cash deposit or escrow agreement being legally sufficient to secure to the city that the improvements will be constructed in accordance with this title.

"Planning and Zoning Commission" means the appointed commission designated by the governing body for the purpose of this title.

"Public Improvements" means changes to land necessary to prepare it for building sites including, but not limited to, grading, filling, street paving, curb paving, sidewalks, walkways, water mains, sewers, drainageways and other public works and appurtenances.

"Street" means that portion of the right-of-way available and improved for vehicular traffic and, where curbs are laid, the portion from back to back of curbs. Street shall not include alleys.

"Resubdivision" means any subdivision of land which has previously been included in a recorded plat. In appropriate context, it may be a verb referring to the act of preparing a plat of previously subdivided land.

"Right-of-way" means all property dedicated or intended for public or private use for access to abutting lands or subject to public easements therefor, and whether designated as a street, highway, thoroughfare, parkway, throughway, expressway, road, avenue, boulevard, lane, place, circle, or however otherwise designated.

“Strip, Control or Reserve” means land so situated within a subdivision or left remaining outside a subdivision which effectively controls development of land by blocking access thereto. This practice is prohibited by Iowa Law.

"Subdivider" means any person, individual, firm, partnership, association, corporation, estate, trust or any other group including any agent thereof or combination acting as a unit, dividing or proposing to divide land so as to constitute a subdivision as defined in this chapter.

"Subdivision" means the division of any tract of land into two or more tracts or lots for the purpose, whether immediate or future, for transfer of ownership, for building development, for use, or for any change in existing right-of-way lines or public easements. The term, when appropriate to the context, relates to the process of subdividing or to the land subdivided, or the resubdivision of land divided or platted into lots or tracts or other divisions of land, or if a new right-of-way/street is involved, any division of land.

“Tract” means a lot or other parcel or division of land, for the purpose, whether immediate or future, of transfer of ownership or of building development or of use.

“Use” means the purpose or activity for which the land, structure(s) and/or building(s) is designed, suitable, arranged, or intended, or for which it is occupied or maintained.

Chapter 19.12

PRE-APPLICATION CONFERENCE AND SUBDIVISION CLASSIFICATION

Sections:

19.12.010 Purpose.

Any Subdivider intending to divide land within the terms of this ordinance shall schedule a Pre-Application Conference to inform City staff of a possible future subdivision; to facilitate City staff review of the effect and feasibility of a proposed subdivision in relation to the City's existing and proposed infrastructure systems; and to inform the Subdivider of the requirements of the Regulations.

19.12.020 Procedure.

The Subdivider shall contact the city to request a Pre-Application Conference with the Community Development Director and other appropriate city staff and shall provide a sketch plan for the area of land proposed to be divided at the Pre-Application Conference. Neither the developer nor the City shall be bound by any comments, recommendations, determinations, or decisions of City staff offered or made during the Pre-Application Conference process.

19.12.030 Sketch Plan Contents.

A sketch plan shall include a map or sketch showing the location of the subdivision including:

1. The general location, areas and dimensions of any lots to be platted by the proposed subdivision;
2. The general location, width and dimensions of any highways, streets, alleys, and other ways existing or proposed to be reserved or dedicated for public use on or abutting the area of proposed subdivision;

Additional information that would be beneficial for the pre-application conference but is not required includes:

1. The general location of any existing or proposed public infrastructure including water mains, sanitary sewer mains, storm sewer mains, facilities and other infrastructure; and
2. The location, width and character of all existing or proposed utilities or utility easements on or abutting the proposed subdivision.

19.12.040 Review and Considerations.

The Community Development Director shall review and comment upon the sketch plan, taking into consideration the requirements of the Regulations and the best use of the tract or parcel proposed to be divided and giving particular attention to the following:

1. The locations and layout of any proposed streets or other public ways;
2. The arrangement and size of any lots to be platted by the proposed subdivision;
3. The layout of any proposed public infrastructure;
4. The pattern of surface water drainage on the area of land proposed to be divided; and
5. The potential for any additional development of abutting lots, or areas of land.

19.12.050 Classification of Subdivisions.

The Community Development Director shall issue an oral or written determination as to the classification of a proposed subdivision within 30 days of the conclusion of the Pre-Application Conference process. All subdivisions will be classified as either a Minor or Major Subdivision.

1. A subdivision may be classified as a Minor Subdivision only if both of the following conditions are met:
 - a. The proposed subdivision will plat no more than four lots, which will be legally platted after recording of the subdivision and each of which will front on an existing right of way, not including alleys; and
 - b. The proposed subdivision does not require construction of any public improvements or utilities (apart from private driveways and service lines), and does not adversely affect the remainder of the parcel (i.e. not resulting in the parent parcel being landlocked or no longer complying with minimum zoning standards);
2. Any subdivision not meeting both conditions for classification as a Minor Subdivision shall be classified as a Major Subdivision.
3. A Major Subdivision shall follow the preliminary plat requirements and then the final plat requirements. A Minor Subdivision may only follow the final plat requirements.

19.12.060 Name of Subdivision.

Prior to the drafting of a Preliminary or Final Plat, the Subdivider shall consult with the Lee County Auditor's Office, to confirm that the proposed subdivision name does not duplicate the name of any existing subdivisions in Lee County. The name is to be easily identifiable and distinct from other subdivision names in Lee County.

Chapter 19.16 PRELIMINARY PLAT REQUIREMENTS - MAJOR SUBDIVISION

Sections:

19.16.010 Procedure.

In obtaining final approval of a proposed major subdivision by the city Planning and Zoning Commission and the City Council, the subdivider shall submit six (6) copies of a preliminary plat along with a completed application using forms supplied by the city, and the associated fee to the Community Development Director according to the procedure specified in accordance with this title. This fee shall be non-refundable if the subdivider withdraws the application at any stage in the review process, and resubmission of a previously withdrawn plat shall constitute a new application and shall be submitted in accordance with the specified procedures for an initial application.

19.16.020 Preliminary Plat Contents.

The preliminary plat shall be clearly marked "preliminary plat" with a preferred scale of the plat of one (1) inch equals one hundred (100) feet. A different scale may be used if it is necessary in order to convey sufficient detail. In addition to the information required by Section 354.6 and 355.8 of the *Iowa Code*, the following information shall be provided.

1. Title, scale, north point and date;
2. Proposed name of the subdivision which shall not duplicate or resemble existing subdivision names in the county and be easily identifiable;

3. The name and contact information (address, phone number, email address) of the owner, the name and contact information (address, phone number, email address) of the subdivider if different, the name, address and profession of the person preparing the plat, and the name and contact information for any agent, firm, etc. which may be acting on behalf of the owner;
4. A key map showing the general location of the proposed subdivision in relation to surrounding development;
5. The names and locations of adjacent subdivisions and the names of record owners and location of adjoining parcels of unplatted land. Platted right-of ways/streets or alleys shall not be counted for the 200-foot measurement;
6. The location of property lines, streets and alleys, easements, buildings, building lines, utilities, watercourses, floodplains, tree masses and other existing features affecting the plat;
7. Existing and proposed zoning of the property to be subdivided, plus adjoining properties;
8. Existing and proposed contours at vertical intervals of not more than two feet if the general slope of the site is less than 10% and at vertical intervals of not more than five feet if the general slope is 10% or greater;
9. The boundary of the area being platted, shown as a dark line with the appropriate length of boundary lines and the approximate location of the property in reference to known section lines;
10. The layout, numbers and approximate dimensions of proposed lots;
11. The location, width and dimensions of all rights-of-way/streets and alleys proposed to be dedicated for public use;
12. The proposed names for all streets in the area being platted;
13. The location of existing and proposed utility systems, including sanitary and storm sewers, other drainage facilities, water lines, gas mains, electric utilities and other facilities;
14. Proposed easements, showing locations, widths, purposes and limitations;
15. Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds or other public, semi-public or community purposes, or shown for such purpose in the Comprehensive Plan or other adopted plan;
16. A statement by a registered land surveyor that the Preliminary Plat was prepared by or under his or her supervision, the surveyor's signature, Iowa registration number or seal, and certification of accuracy. As an alternative, a Preliminary Plat may be prepared where a registered land surveyor certifies that the perimeter boundary of the subdivision was prepared under his or her supervision, and all other intermediate lot lines may be prepared by an engineer licensed in the State of Iowa;
17. A grading plan and a plan for soil erosion and sediment control and storm water management and run-off control;
18. Any other pertinent information as necessary.

The lack of information under any item specified herein, or improper information supplied by the Subdivider, shall be cause for delay in approval of a Preliminary Plat.

19.16.030 Accompanying Material.

In addition to the preliminary plat application, review fee, and plat, the Preliminary Plat shall be accompanied by the following materials:

1. Copies of any proposed protective covenants or restrictions to be imposed upon the owners and occupants of property within the subdivision.
2. Engineering and design plans association with infrastructure improvements as outlined in Chapter 19.20 of this ordinance.
3. Statement from private and/or public utility providers concerning the current availability of gas, electricity, sewer, and water infrastructure, as well as any improvements that will be necessary for these systems to serve the proposed subdivision.
4. Depending on the location of the subdivision, the city may request the subdivider obtain input on the proposed subdivision from school district officials, units of governments, and other appropriate officials, as necessary.

19.16.040 Planning and Zoning Commission Review and Action.

The Community Development Director shall provide a copy of the Preliminary Plat to the following departments/entities for review: City Administrator, Public Works Director, Fire Chief, Planning and Zoning Commission members, utility providers, and any other persons as necessary to review the plat. The Planning and Zoning Commission shall examine the preliminary plat, any comments from other departments/entities, and shall examine other information as it deems necessary or desirable to ascertain whether the plat conforms to the ordinances of the City, conforms to the Comprehensive Plan, and conforms to other duly adopted plans of the City. The Planning and Zoning Commission shall, within sixty (60) days of the filing of the plat, hold a public hearing and forward a recommendation regarding the plat to the City Council. If the recommendation is to disapprove or modify the plat, the reasons shall be set forth in writing and be provided to the Subdivider.

19.16.050 City Council Review and Action.

The City Council shall examine the preliminary plat, comments from other departments/entities, the Planning and Zoning Commission recommendation, and other information as it deems necessary or desirable. Upon the examination, the City Council shall ascertain whether the plat conforms to the ordinances and standards of the City, conforms to the Comprehensive Plan and other duly adopted plans of the City, and will be conducive to the orderly growth and development of the City to protect the public health, safety and welfare. Following the examination, the City Council may approve, approve subject to conditions, or disapprove the preliminary plat. If the decision of the governing body is to disapprove of the plat, or to approve the plat subject to conditions, the reasons shall be set forth in writing in the official records of the council minutes, and the decisions shall be provided to the Subdivider. Action on the preliminary plat by the governing body shall be taken within sixty (60) days of the official submission of the complete preliminary plat application.

19.16.060 Preliminary plat—Next Steps after approval.

Once a Preliminary Plat is approved by the City Council for a Major Subdivision, the subdivider may prepare and submit the final plat for that subdivision subject to the following stipulations:

1. The subdivider may submit a final plat that covers the entirety of the area included on the approved Preliminary Plat or it may be split into multiple phases with one Final Plat submitted for each phase.
2. The Final Plat shall be prepared in accordance with the specifications of Chapter 19.24 Final Plat Requirements and in conformance with the approved preliminary plat.
3. If a Final Plat has not been submitted within one (1) year of the date on which the Preliminary Plat was approved, it shall be considered null and void. The subdivider may make a request to the City Council for a one (1) year extension prior to the one (1) year deadline of Final Plat submittal. The number of extensions request is not limited by the chapter. The application shall be reviewed by the Community Development Director. A recommendation shall be made to the City Council to approve or deny the request.
4. Installation and construction of improvements shall be completed prior to the submission of a Final Plat. The subdivider shall furnish all design and engineering plans with the Community Development Director prior to construction of improvements. These plans shall be designed by a professional engineer register in the State of Iowa in accordance with Chapters 19.20 and 19.28.

Chapter 19.20 COMPLETION OF PUBLIC IMPROVEMENTS

19.20.010 Subdivider Responsibility.

The subdivider shall, at their expense, install and construct all improvements required by this Title before the final plat of any area shall be approved by the Council and recorded. All required improvements shall be installed and constructed in accordance with Chapter 19.28 established for the improvements by the City, as shown on the approved preliminary plat.

19.20.020 Performance Bond.

In lieu of the requirement that the Improvements shall be completed prior to the approval of the Final Plat, the Subdivider and the City may enter into an agreement on terms acceptable to the City, for the City to complete the Improvements intended to be publicly owned and maintained. The agreement shall include, at a minimum, the following terms and conditions:

1. The Improvements shall be constructed in accordance with Chapter 19.28 Design Standards.
2. The Improvements shall be completed within two (2) years of the date of City Council approval of the agreement.
3. The number of building permits and certificates of occupancy to be issued prior to the completion of the Improvements shall be limited as specified in the agreement.
4. Surety, in one or more of the following financial instruments shall be provided in a form acceptable to the City Council. The amount of the surety shall be one-hundred and twenty percent (120%) of the opinion of probable construction cost in the form of: Surety bond or escrow agreement/account.

19.20.030 Maintenance Bond Required.

The subdivider of the land being platted shall provide the City with a maintenance bond deemed satisfactory to the City, to ensure that for a period of two (2) years from the date of acceptance of any improvement, the owner and subdivider shall be responsible to maintain the improvement in good repair.

19.20.040 Subdivision Improvement Plan Submittal Requirements.

The subdivider shall submit all plans, specifications, and documents required by Chapter 19.28 to the Community Development and Public Works Directors for review and approval at the time of preliminary plat submission. All plans and specifications shall be designed by a Licensed Engineer. A Storm Water Discharge Permit from the Iowa Department of Natural Resources (DNR), including an Erosion and Sediment Control Plan, whenever applicable must be submitted prior to construction. Construction shall not proceed until the above documents have been delivered and a pre-construction conference has occurred with representation from the Public Works Department, the developers Engineering Consultant, and the Contractor at least 7 days prior to construction starting.

19.20.050 Inspection.

Prior to the acceptance of any public improvements by the City, the subdivider shall schedule an inspection with the Public Works Department to ensure that the improvements have been completed in accordance with this ordinance. Upon completion of this inspection, the subdivider shall provide certification signed by a professional engineer licensed in the State of Iowa that the improvements were constructed in accordance with the submitted plans and specifications and with the requirements of this Title and shall be submitted with the Final Plat.

Chapter 19.24

FINAL PLAT REQUIREMENTS – ALL SUBDIVISIONS

Sections:

19.24.010 Procedure.

In order to obtain final approval of a proposed minor or major subdivision by the city Planning and Zoning Commission and the City Council, the subdivider shall submit six (6) copies of a final plat along with an application form and fee to the Community Development Director according to the procedure specified in accordance with this Title. This fee shall be non-refundable if the subdivider withdraws the application at any stage in the review process,

and resubmission of a previously withdrawn plat shall constitute a new application and shall be submitted in accordance with the specified procedures for an initial application.

19.24.020 Final Plat Contents.

The final plat shall be clearly marked “final plat” with a preferred scale of the plat of one (1) inch equals one hundred (100) feet. A different scale may be used if it is necessary in order to convey sufficient detail. In addition to the information required by Section 354.6 and 355.8 of the *Iowa Code*, the following information shall be provided.

1. The name of the subdivision;
2. Name or names of the owner and subdivider;
3. Scale, and a graphic bar scale, north arrow and date of each sheet;
4. All monuments to be of record, as required by *Iowa Code* Chapter 409;
5. Sufficient survey data to positively describe the bounds of every lot, block, right-of-way, easement or other area shown on the plat, building lines, as well as the outer boundaries of the divided lands;
6. All distance, bearing curve and other survey data, as required by *Iowa Code* Chapter 409;
7. The legal description of the area being platted;
8. All adjoining properties shall be identified, and where the adjoining properties are a part of a recorded subdivision, the name of that subdivision shall be shown. If the subdivision platted is a resubdivision of a part or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made. Resubdivision shall be labeled as such in a subtitle following the name of the subdivision wherever the name appears on the plat;
9. Street names and clear delineation of public alleys;
10. Block and lot numbers;
11. Accurate dimensions for any property to be dedicated or reserved for public use, and the purpose for which such property is dedicated or reserved for public use;
12. The purpose of any easement shown on the plat shall be confined to only those easements pertaining to public utilities, including gas, electric, telecommunications, water, sewer; easements for ingress and egress; and the drainage easements as are deemed necessary for the orderly development of the land encompassed within the plat;
13. All interior excepted parcels, clearly indicated and labeled, “not a part of this survey (or subdivision)”;
14. A strip of land (i.e. a control or reserve strip), shall not be reserved by the subdivider;
15. The minimum unadjusted acceptable error of closure for all subdivision boundaries shall be 1:10,000 and shall be 1:5,000 for any individual lot; and
16. A statement by a registered land surveyor that the plat was prepared by or under the surveyor’s direct personal supervision; signed, dated by, and bearing the surveyor’s Iowa registration number or seal; and, a sealed certification of the accuracy of the plat by the registered land surveyor who drew the plat.

The lack of information under any item specified herein, or improper information supplied by the Subdivider, shall be cause for delay in approval of a Final Plat.

19.24.030 Accompanying Material.

In addition to the final plat application, plat fee, plat, and the requirements of Section 354.11 of the *Iowa Code*, Final Plats shall be accompanied by the following material:

1. Copies of final protective covenants or restrictions to be imposed upon the owners and occupants of property within the subdivision.
2. A certificate by the City Public Works Director that all required improvements have been satisfactorily completed in accordance with the construction plans as approved and in substantial compliance with the approved preliminary plat (only for Major Subdivisions).

19.24.040 Procedures for Review of Final Plat.

The Community Development Director shall provide a copy of the Final Plat to the following departments/entities for review: City Administrator, Community Development Director, Public Works Director, Police Chief, Fire Chief, Planning and Zoning Commission members, and any other person(s) as necessary to review the plat.

19.24.050 Planning and Zoning Commission Review and Action – Major Subdivisions.

The Planning and Zoning Commission shall examine the final plat and any comments from other departments/entities and shall examine other information as it deems necessary or desirable to ascertain whether the plat conforms to the ordinances of the City, and conforms to the Comprehensive Plan and other duly adopted plans of the City. The Planning and Zoning Commission shall, within sixty (60) days of the filing of the final plat of a Major Subdivision, hold a public hearing and forward a recommendation regarding the final plat to the City Council. If the recommendation is to disapprove or modify the plat, the reasons shall be set forth in writing and be provided to the Subdivider.

19.24.060 City Council Review and Approval – All Subdivisions.

The City Council shall examine the final plat, comments from other departments/entities, and the comments from the Planning and Zoning Commission recommendation and other information as it deems necessary or desirable. Upon the examination, the City Council shall ascertain whether the plat conforms to the ordinances and standards of the City, conforms to the Comprehensive Plan and other duly adopted plans of the City, and will be conducive to the orderly growth and development of the City to protect the public health, safety and welfare. Following the examination and after holding a public hearing for major subdivisions, the City Council may approve, approve subject to conditions, or disapprove the final plat. If the decision of the governing body is to disapprove of the plat, or to approve the plat subject to conditions, the reasons shall be set forth in writing in the official records of the council minutes, and the decisions shall be provided to the Subdivider. Action on the final plat by the governing body shall be taken within sixty (60) days of the official submission of the complete final plat application. The passage of a resolution by the City Council accepting any Final Plat found to be in conformance with the provisions of the *Iowa Code* and this ordinance, whether for Major or Minor Subdivision, shall constitute final approval of the subdivision.

19.24.070 Final Plat Recording.

The Subdivider shall follow the procedures below to record a Final Plat:

1. Following notification of City Council approval, the Subdivider shall complete the steps necessary for submitting the Final Plat documents to the Office of the County Recorder within ninety (90) days of the City Council approval or the Final Plat approval shall automatically expire without further action of the City Council.
2. Required items at the time of recording by the Lee County Recorder's office will include, but may not be limited to Certificate of Proprietor, Certificate of Mortgagee, Attorney's Opinion, Resolution approving final plat, Approval of Subdivision name from County Auditor's office, Certificate of Treasurer, original signed 4 copies of the final plat.
3. Prior to expiration of the ninety (90) day limit, the Subdivider may make application to the City Council for a ninety (90) day extension. The number of extensions requested is not limited by this Chapter. The application shall be reviewed by the Development Department. A recommendation shall be made to City Council to approve, conditionally approve, or deny the request. If the Final Plat expires prior to recording, the Final Plat shall not be recorded until City Council acts on an extension requested in accordance with this Chapter.
4. Following recording of the Final Plat documents, the Subdivider shall transmit a copy of the recorded Final Plat drawing to the City Clerk.

Chapter 19.28 DESIGN STANDARDS

Sections:

19.28.010 Conformance to plans.

The arrangement, character, extent, width, grade and location of all streets and the general nature and extent of the lots and uses proposed shall conform to the Comprehensive Plan of the city; provided, the plan has been adopted by the city; and, shall conform to other plans, including, but not limited to a major street plan, a storm & sanitary sewer system plan, a trails, bike, and pedestrian plan, or a parks and open space plan; provided, the plan has been adopted by the city.

The construction of all streets, utilities, sidewalks, and all other public infrastructure to be dedicated to the public shall be designed and constructed according to this chapter and the most recent version of the Iowa Statewide Urban Design Specifications (SUDAS).

19.28.020 Land Suitability.

No land shall be divided under the terms of this ordinance if it has poor drainage, adverse soil conditions, adverse geological formations, unsatisfactory topography, or other conditions likely to be harmful to the public health, safety or general welfare, unless such unsuitable conditions are corrected to the satisfaction of the City.

If land is found to be unsuitable for any of the reasons cited in this section, the City Council shall state its reasons in writing and afford the subdivider an opportunity to present data attesting to its suitability. As necessary, the subdivider may take any such action that would result in the land attaining suitable conditions for development, provided that such action does not conflict with any applicable local, state, or federal regulations.

19.28.030 Blocks.

1. The lengths, widths, and shapes of all blocks shall be determined with due regard to:
 - a. Provision of adequate building sites suitable to the special needs of the type of use being proposed;
 - b. Zoning requirements as to lot sizes and dimensions within the corporate limits of the city;
 - c. Needs for convenient access, circulation, control, and safety of street traffic;
 - d. Limitations and opportunities of topography.
2. Block lengths shall not exceed one thousand (1,000) feet or be less than five hundred (500) feet except where the topography of the platted area requires blocks of greater length.
3. Block widths shall preferably be such as to allow for two (2) tiers of lots, unless exceptional conditions are, in the opinion of the Community Development Director, such as to render this requirement undesirable.
4. In blocks over seven hundred fifty (750) feet in length between street lines, the city Planning and Zoning Commission may require a right-of-way of not less than fifteen (15) feet in width to be dedicated for a crosswalk or sidewalk within the public right of way or easements.

19.28.040 Lots.

1. The lot size, width, depth, shape, and orientation shall be appropriate for the location of the subdivision, and for the type of development and use contemplated.
2. Lot dimensions and areas shall conform to the requirements of the zoning ordinance, where applicable, but in no case shall a lot for residential purposes in a new subdivision be less than fifty (50) feet wide at the building line, nor less than six thousand (6,000) square feet in area. However:
 - a. Any lot not to be served by a sanitary sewage system shall have sufficient area to allow for a satisfactory drain field. No subdivision to be served by septic systems shall be approved by the governing body until they have obtained approval for such system by the County Health Department.
 - b. Where unusual soil conditions or other physical factors exist which may impair the health and safety of the residents of the neighborhood in which a subdivision may be located, upon recommendation of the state board of health, the city Planning and Zoning Commission may require a larger lot size or width than the minimum required by the subdivision or zoning ordinance, if deemed necessary.
 - c. Depths and widths of lots or properties reserved, or laid out for commercial, business, or industrial purposes, should be adequate to provide for the off-street service and parking facilities required in the zoning regulations.
3. Corner lots shall have sufficient width to permit appropriate building setback from, and orientation to both streets on which they abut.
4. Within the corporate limits of the city, all lots shall abut on a publicly dedicated street.
5. Double frontage and reverse frontage lots shall be avoided, except where essential to provide separation of residential development from highways or primary thoroughfares, or to overcome specific disadvantages of topography and orientation. A planting screen easement of at least ten (10) feet, and across which there shall be no right of access, shall be provided along the line of lots abutting such highways, and primary thoroughfares, or other disadvantageous use.
6. Side lot lines shall be substantially at right angles, or radial to street lines.

19.28.050 Streets.

1. All streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their relation to the proposed uses of the land to be served by such streets.
2. Minor streets shall be so laid out that their use by through traffic will be minimized.
3. Reserve strips controlling access to rights-of-way/streets or alleys shall be prohibited.
4. All street intersections should encourage safe traffic flow.
5. Street jogs with center line offsets of less than 125 feet shall be prohibited, except where topography or other physical conditions make such jogs unavoidable.
6. Tangents shall be introduced between reversed curves on all arterial streets (see table of minimum standards).
7. When connecting street lines deflect from each other at any one point by more than ten (10) degrees, they shall be connected by a curve with a radius adequate to ensure clear sight distances.
8. Streets shall be laid out so as to intersect with one another as closely to right angles as possible and no street shall intersect any other street at less than sixty (60) degrees.
9. Property lines at street intersections shall be rounded. The Planning and Zoning Commission may permit comparable cutoffs or chords in place of rounded corners.
10. Street right-of-way widths shall be as specified in subsection 16.
11. Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, and where the Planning and Zoning Commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Wherever a half street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract.
12. Cul-de-sacs designed to be permanent, shall not be longer than five hundred (500) feet from the intersection of the origin through the center of the circle to the end of the right-of-way, and shall be provided at the closed end with a turnaround having an outside pavement diameter of at least eighty (80) feet and a right-of-way diameter of at least one hundred (100) feet. Center islands shall be prohibited.
13. No street names shall be used which will duplicate or be confused with the names of existing streets. Existing street names shall be continued wherever possible. Street names shall be subject to final approval by the City Council.
14. Street grades shall be established in accordance with this Code. The top of a building foundation should be higher than the center line of an approved street directly adjoining the same, if possible, for drainage.
15. No more than two (2) streets shall intersect at the same location.
16. *Fire apparatus access roads* will in accordance with Appendix "D" of the city of Keokuk's currently adopted version of the *International Fire Code*.
17. The minimum standards for street design shall be as follows:

Street and alley type	Minimum right-of-way width (lot line to lot line in feet)	Minimum street width (back to back) in feet	Maximum gradient in percent	Minimum gradient in percent
Regional arterial (major street)	120		4%	0.5%
City arterial (major street)	100		4%	0.5%
Collector (major street)	80	32	6%	0.5%
Industrial (minor street)	80	32 to 45	6%	0.5%
Local streets (minor street)	66	32	6%	0.5%

Cul-de-sac (minor street)	100	32	6%	0.5%
Alley	20	12	6%	0.5%

19.28.060 Water mains and fire hydrants.

1. The subdivider shall connect with the public water system and provide a water connection for each lot with service pipe installed to the property line in accordance with the city water department standards. Procedures and supervision shall be at the subdividers' expense, as the council and commission may require.
2. The minimum size of water mains shall be six inches in diameter. Water main size, material, and depth shall be for each subdivision shall be approved by the Public Works Director.
3. Fire hydrants shall be required for all subdivisions. Fire hydrants shall be installed at spacings of no more than four hundred fifty (450) feet in single-family residential districts and no more than three hundred (300) feet in all other districts. Fire hydrants brands and specifications shall be approved by Public Works, Waterworks, and the Fire Department

19.28.070 Sewers.

Sanitary Sewers.

1. Where a public sewer is reasonably accessible, the subdivider shall provide a connection with the existing sewer line, and extend the sewer infrastructure so that it is accessible to each lot in the subdivision, and shall be required to make the sewer accessible to' each lot in the subdivision. Sanitary sewer services shall be stubbed into each lot. Sewer systems shall be approved by the council and the Iowa Department of Natural Resources and the construction shall be subject to the supervision of the Public Works Director. All sanitary sewers shall be designed and installed per SUDAS Design Manual and SUDAS Standard Specifications.
2. Where sanitary sewers are not available, sufficient area to allow for a satisfactory drain field shall be provided. Other facilities as approved by the City Council, Lee County Health Department, and/or the Iowa Department of Natural Resources must be provided for the adequate disposal of sanitary wastes. No subdivision to be served by septic systems shall be approved by the governing body until they have obtained approval for such a system by the County Health Department.
3. Adequate provisions shall be made for the disposal of stormwaters, subject to the approval of the council and to the supervision of the Public Works Director.
4. All sanitary sewers shall be designed and installed per SUDAS Design Manual and SUDAS Standard Specifications.

Storm Sewers.

1. Adequate provisions shall be made for the drainage of stormwater of every subdivision, subject to the approval of the City Council and the Public Works Director.
 - a. The system shall be adequate to serve the platted area with intakes capable of handling a five (5) year storm and the storm pipes capable of handling a ten (10) year storm without overtopping street curbs or ponding in yard areas other than retention/detention areas specifically designed for that purpose.
 - b. The subdivider shall provide evidence that a one-hundred-year frequency design storm will not flood the lowest floor elevation of proposed construction or the lowest floor elevations of existing downstream development(s). All improvements shall meet the approval of the city Public Works Director in direct consultation with the Community Development Director.
2. A complete grading/drainage plan shall be prepared by an engineer/architect licensed in Iowa that shall indicate the grade and size of all storm sewers and drainage ways. Drainage calculations shall also be submitted for review.
3. The subdivider shall provide site improvements to ensure that surface water drainage will have no greater impact on downstream properties after full development. This shall include provisions for storm water retention/detention facilities such as slotted vane drain(s) or catch basin systems that limit the amount of initial discharge of surface water or equivalents.

4. Natural waterways shall be maintained and protected.
5. Where a natural watercourse intersects a street, a bridge or culvert shall be installed for the full width of the right-of-way and shall be constructed in accordance with the city standards and specifications adopted by the council subject to the rights of adjoining property owners if applicable.
6. Where driveway culverts are to be installed on arterial, collector, and local streets, they shall have a minimum length of twenty feet, extend a minimum of four feet beyond the outer edge of each shoulder, and shall be constructed in accordance with the standards and specifications adopted by the council.
7. Whenever drainage ditches are used, such ditches shall retain natural topographic characteristics and be so designed that they do not present a hazard to health, safety, life or property.
8. Drainage improvements shall maintain any natural watercourse and shall prevent the collection of water in any low spot.
9. Drainage easements shall be furnished whenever any stream, surface watercourse, or storm sewer is in the area being subdivided
10. No lot shall be platted in such a way that future development would be likely to obstruct the flow of stormwater drainage.

19.28.080 Monuments.

Permanent monuments shall be set at each corner and all angles of the perimeter of the subdivision and at the corner of each block within the subdivision, and at the corner of each lot. All monuments shall meet the requirements of Section 355.6 of the Code of Iowa. All official benchmarks, monuments or triangulation stations shall be preserved in precise location.

19.28.090 Sidewalks.

Sidewalks shall be installed along both sides of all new or existing streets in and adjacent to a subdivision. Sidewalks shall be Portland cement concrete at a depth of 5 inches, with a minimum width of four feet, while five feet is encouraged

Any required sidewalk shall be constructed to the Standards set forth by the Design and improvement Standards for the City and shall contain curb cuts meeting ADA specifications as adopted in the building code.

19.28.100 Electric Distribution and Street Lighting:

All improvements shall be designed and installed to meet the standards set forth by Alliant Energy, or any other subsequent provider to the City of Keokuk.

Section 3. Repealer. All other sections of this Ordinance in conflict with these provisions shall be repealed.

Section 4. Severability. If any section, provisions or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall have no effect on the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its final passage, approval and publication of the ordinance as provided by law.

Initial reading by the Council on this 3rd day of Julye 2025.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. Mahoney, Mayor

Attest: _____

Celeste El Anfaoui

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

AYES –

NAYS –

ABSENT –



COUNCIL ACTION FORM

Date: July 3, 2025

Presented By: Brian Carroll, PWD *BL*

Subject: Demolition Contract - 1728 J Street Agenda Item: _____

Description:

One bid was received on June 11, 2025 to demolish the single family dwelling as well as the outbuildings and cistern at 1728 J Street that the City of Keokuk acquired to expand Oakland Cemetery.

The lone bid was received from W & S Contracting of Keokuk, IA in the amount of \$9,850.

I would therefore recommend that a contract be awarded to W & S Contracting in the amount of \$9,850 for demo work at 1728 J Street.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-450-6320 Title: Property Maintenance

Amount Budgeted: \$10,000

Actual Cost: \$9,850

Under/Over: \$150

Funding Sources:

Departments:

Cemetery

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Recommends approval of a contract with W & S Contracting to perform demo work at 1728 J Street in the amount of \$9,850.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____
TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.
A RESOLUTION APROVING A CONTRACT TO
DEMOLISH 1728 J STREET

WHEREAS The City of Keokuk recently purchased the property at 1728 J Street for the purpose of expanding Oakland Cemetery; and

WHEREAS one bid was received to demolish the dwelling, outbuildings and the cistern; and

WHEREAS the lone bid was submitted by W & S Contracting of Keokuk, IA in the amount of \$9,850.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract be awarded to W & S Contracting of Keokuk, IA in the amount of \$9,850 to perform demo work at 1728 J Street.

Passed this 3rd day of July, 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui



COUNCIL ACTION FORM

Date: 7/3/25

Presented By: Baum

Subject: Smarts VR Training Equipment Purchase Agenda Item: 9

Description:

The Keokuk Police Department respectfully requests City Council approval to purchase a virtual reality (VR) training system in the amount of \$45,000. This system will significantly enhance the department's ability to deliver modern, scenario-based training in a controlled, cost-effective, and immersive environment. Training can be completed on shift or as assigned within our current training budget.

A federal grant was applied for and approved for the full amount of the equipment with the funds being available on July 1, 2025. This is a reimbursement grant with the initial purchase coming out of capital equipment purchases (general fund as it is not budgeted for).

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 001-110-6710 Title: Capital Equipment-Law Enforcement

Amount Budgeted: \$0

Actual Cost: \$45,000

Under/Over: -\$45,000 (will be reimbursed by grant)

Funding Sources:

Federal Grant 23-JAG SCIP-605258

Departments:

Police

Is this item in the CIP? YES ☐ NO ☒ CIP Project Number: Not applicable

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

--

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.
**RESOLUTION APPROVING PURCHASE OF SMARTS VR TRAINING
SYSTEM**

WHEREAS, the City of Keokuk, Iowa recognizes the importance of providing its police department with modern, effective, and safe training tools; and

WHEREAS, the Keokuk Police Department has identified the Smarts VR training system as a critical asset to enhance officer preparedness through immersive virtual reality scenarios, including de-escalation, crisis intervention, and use-of-force decision making; and

WHEREAS, the total cost of the Smarts VR training system is \$45,000, and said funds are available through funds to be reimbursed by federal grant monies.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: approves the purchase of the Smarts VR training system for the Keokuk Police Department in the amount of \$45,000.

PASSED, APPROVED, AND ADOPTED this 3rd day of July 2025.

K.A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk

STREET SMARTS VR

44 Wall St. Suite 703, New York, NY 10005

DUNS: 081290398 | Cage Code: 856Y6

UEI: Z5JMXTMDEL3 | TIN: 821910641



Quoted To:

Keokuk Police Department
Chief Zeth Baum
1222 Johnson St, Keokuk, IA 52632
zbaum@keokukpd.com | 319-524-2741 ext. 9

Quote Number: Q2025-330A

Strategic Funding Specialist

Sheila Smith | sheila.smith@streetsmartsvr.com

Quote Date: 4/29/2025

Quote Expiration: 7/28/2025

Prepared By:

Frances Sharp | frances.sharp@streetsmartsvr.com

Description	Quantity	Unit Cost	Extended Cost
Single-User Integrated VR Training Solution 2 Yr System includes the products and services below <u>Software</u> SSVR Training Library (pre-made scenarios) & Creator Interface (create your own scenarios) Cycle Release/Updates <u>VR Core Hardware Components</u> (1) HTC VR Headset & Controllers (1) Alienware M18 R2 Laptop <i>Intel Core i9-14900HX, 16GB DDR6, 1 TB M.2 PCIe NVMe, RTX 4090, Windows 11 Pro</i> (1) Wireless Mouse (1) Wireless Router RT-AXE7800 (2) Base Station and Fovetic Stand (1) Power Strip (1) Rugged Carrying Cases <u>User Devices (1/ea. per system)</u> (1) SSVR Glock 19 (1) SSVR Recoiling M4 (Green Gas NOT Included) (1) SSVR ECD 7 (1) SSVR Flashlight (1) SSVR Baton (1) SSVR OC Spray <u>SSVR Warranty Service</u> Manufacturer warranty on HTC Hardware VR Headset, Wireless Adapter, Base Stations, and VR Trackers for 24 months Software warranty - Street Smarts VR Software updates and proprietary user interface tools for 24 months <u>Delivery, Implementation, Train-the-Trainer</u> Shipping Please allow 60-90 days for delivery of SSVR hardware to delivery sites. Train-the-trainer session (T3), on location (1) Hardware & software training, 1 Trainer, Up to 8 trainees, Up to 8 hours [Option - Extended Warranty Renewal is \$15,000/year for each system - up to three years available] [Please request a revision if you would like to add Option Years to this quote] *SSVR Warranty Service - All warranties begin the day the system is delivered	1	\$50,000.00	\$50,000.00

Terms & Conditions

Send PO to frances.sharp@streetsmartsvr.com

ACH Preferred Payment Method

Payment Due Upon Receipt of System

If Pay by Check, send signed quote, W9, Tax Exempt, and check to:
44 Wall St. Suite 703, New York, NY 10005 (Specify Ship To address)

Sub Total	\$50,000.00
Discount	-\$5,000.00
Total USD	\$45,000.00



COUNCIL ACTION FORM

Date: June 26, 2025

Presented By: Jim Ferneau

Subject: MBRME property purchase price reimbursement MBMRE payment Agenda Item: 10

Description:

The City entered into a development agreement with MBMRE for several buildings on the 600 block of Main Street in 2023. The buildings were sold to MBMRE for \$25,000 as a part of the agreement with multiple incentives offered to offset the development costs. The development agreement included a provision for the City to reimburse the \$25,000 purchase price upon completion of the project. The project has been completed and the payment is now due.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 160-530-6499 Title: Economic Development - Contract work

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

--

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING \$25,000 PAYMENT TO MBRME FOR
COMPLETION OF DEVELOPMENT PROJECT ON THE 600 BLOCK OF MAIN
STREET**

WHEREAS, the City of Keokuk, Iowa entered into a Development Agreement with MBRME, LLC d/b/a Green Oak Development for multiple properties on the 600 block of Main Street; and

WHEREAS, the agreement included a purchase payment to the City of Keokuk from MBRME of \$25,000 for the properties located on the 600 block of Main Street; and

WHEREAS, MBRME agreed to redevelop the property inclusive of white boxing 3 office spaces on the main level and 14 upper story residential units at an estimated cost of \$2,300,000; and

WHEREAS, the City of Keokuk has previously provided \$1,000,000 of funding to the developer for this project through a Catalyst Grant (\$100,000) from the State of Iowa, a Downtown Housing Grant (\$600,000) from the State of Iowa, and an American Rescue Plan Act (ARPA) grant (\$300,000) from the federal government; and

WHEREAS, the City of Keokuk has previously agreed provide additional local funding through a Tax Increment Financing (TIF) funded grant of \$250,000; and

WHEREAS, the City of Keokuk has also agreed to provide a tax rebate of property taxes placed on the increased valuation on the properties associated with this project through TIF over a period of 10 years in an aggregate amount of a maximum of \$130,000; and

WHEREAS, the City of Keokuk has also agreed to reimburse MBRME the \$25,000 property purchase price once the project is completed; and

WHEREAS, MBRME has now completed the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA; that the \$25,000 payment to Mohrfeld Electric on behalf of MBRME is approved.

PASSED, APPROVED, AND ADOPTED this 3rd day of July 2025

K.A. Mahoney, Mayor

Attest: _____
Celeste ElAnfaoui, City Clerk



1124 Avenue H
Fort Madison IA 52627

www.mohrfeldelectric.com
319-372-5536

Invoice

Invoice#: 10406

Date: 01/31/2025

Project: Keokuk Apartments Renovation
619-625 Main Street
Keokuk IA 52632

Due Date: 03/02/2025

PO Number:

Description	Amount
Keokuk Main Street Apartments-Building Purchase	25,000.00

*A service charge of 18.00% per annum will be charged on all amounts
overdue on regular statement dates.*

Thank you for your prompt payment!

Non-Taxable Amount:	25,000.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	25,000.00



COUNCIL ACTION FORM

Date: July 3, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: Memorandum of Understanding Agenda Item: _____

Description:

ImOn is installing a community wide fiber network that requires all areas of underground installation to be located. A Memorandum of Understanding (MOU) agreement between the City of Keokuk and ImOn is required for the City to perform all locating services.

I would therefore recommend that the Mayor be authorized to sign an MOU with ImOn.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Recommends approval for the Mayor to sign a Memorandum of Understanding with ImOn.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

A RESOLUTION APPROVING THE MAYOR TO SIGN MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF KEOKUK AND IMON INSTALLING COMMUNITY WIDE FIBER NETWORK REQUIRING ALL AREAS OF UNDERGROUND INSTALLATION BE LOCATED

WHEREAS ImOn is installing a community wide fiber network that requires all areas of underground installation to be located; and

WHEREAS a Memorandum of Understanding (MOU) agreement between the City of Keokuk and ImOn is required for the City to perform all locating services; and

WHEREAS the agreement requires the Mayor's signature.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Mayor be authorized to sign a Memorandum of Understanding (MOU) with ImOn.

Passed this 3rd day of July 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

MEMORANDUM OF UNDERSTANDING

Between

The City of Keokuk, Iowa
501 Main Street
Keokuk, IA 52632

And

ImOn Communications
101 3rd Ave SW, Suite 200
Cedar Rapids, IA 52404

Effective Date: June 30, 2025

1. Purpose

This Memorandum of Understanding ("MOU") establishes an agreement between the City of Keokuk, Iowa ("City") and ImOn Communications ("ImOn") regarding utility locating services provided by the City to ImOn for underground utility infrastructure. ImOn is installing a community wide fiber network that requires all areas of underground installation to be located.

2. Scope of Services

The City agrees to provide locating services for underground infrastructure owned by the City of Keokuk within the jurisdiction of Keokuk, Iowa. These services will be conducted as requested by ImOn in accordance with applicable laws and industry standards.

3. Compensation

ImOn agrees to compensate the City at a rate of Fifty Dollars (\$50.00) per hour for locating services provided under this MOU. The City agrees to not exceed 40 hours per week during the estimated timeframe from June 30, 2025 to December 31, 2025. The estimated timeframe has a total potential cost but will not exceed \$53,200 unless the timeframe is extended. The City will invoice ImOn on a monthly basis for services rendered. Payment shall be due within thirty (30) days of the invoice date.

4. Term and Termination

This MOU shall commence on the Effective Date of June 30, 2025 and remain in effect until ImOn's installation is completed or terminated by either party with thirty (30) days written notice. Termination shall not affect any outstanding payment obligations incurred prior to termination.

5. Responsibilities of the Parties

- **City of Keokuk** shall provide locating services in a timely and professional manner in accordance with standards set by the American Public Works Association and professional manner and maintain accurate records of services performed. Permits will be issued in accordance with Chapter 12.08 of the Municipal Code. The city will waive all permitting fees associated with this project between the dates specified herein.
- **ImOn Communications** shall submit service requests in a clear and timely manner and ensure timely payment of invoices.

6. General Provisions

- This MOU is a non-binding agreement outlining the terms of collaboration and does not create any legally enforceable rights or obligations beyond those expressly stated herein.
- The parties acknowledge that this MOU does not establish an employer-employee relationship, joint venture, or partnership.
- Any disputes arising under this MOU shall be resolved through good faith negotiations between the parties.

7. Signatures

This MOU is entered into and effective as of the date first written above. By signing below, each party acknowledges and agrees to the terms set forth herein.

City of Keokuk, Iowa

By: _____

Name: _____

Title: _____

Date: _____

ImOn Communications

By: _____

Name: _____

Title: _____

Date: _____



COUNCIL ACTION FORM

Date: July 3, 2025

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

Subject: Timea Street Engineering Amendment Agenda Item: _____

Description:

The City of Keokuk previously awarded an engineering contract to Bolton & Menk, Inc. for engineering the Timea Street from 22nd to 7th Street Project. The original job was to be mill and fill but after pavement cores were taken, it was determined that the thickness of the existing asphalt would not adequately support a mill overlay. This resulted in a substantial increase in design services.

Due to unforeseen circumstances and the project design changing to Portland Cement Concrete the engineers have submitted an amendment to the previous cost estimate for engineering services.

I would therefore recommend that the City amend the original agreement with Bolton & Menk, Inc. for the design and reconstruction of the Timea Street from 22nd to 7th Street Project by adding \$428,250 to the base fee for a total maximum fee not to exceed \$463,250.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 301-755-6490 Title: Serv/Consult/Prof Street Program

Amount Budgeted: Five million

Actual Cost: \$428,250.

Under/Over: _____

Funding Sources:

Capital Improvements

Departments:

Public Works

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval of contract amendment with Bolton & Menk, Inc. for engineering services for the Timea Street from 22nd Street to 7th Street Project.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING AMENDMENT FOR
TIMEA STREET ENGINEERING**

WHEREAS an engineering contract was recently awarded to Bolton & Menk, INC. for engineering the Timea Street from 22nd to 7th Street Project; and

WHEREAS the original job was to be mill and fill, but after pavement cores were taken, it was determined that the thickness of the existing asphalt would not adequately support a mill overlay; and

WHEREAS a substantial increase in design services is required to properly engineer the changes; and

WHEREAS the engineers have submitted an amendment to the previous cost estimate by adding \$428,250 to the base fee for a total maximum fee not to exceed \$463,250.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract amendment with Bolton & Menk, Inc. for engineering services for the Timea Street from 22nd to 7th Street be approved.

Passed this 3rd day of July 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF KEOKUK AND BOLTON & MENK, INC.

This AMENDMENT #1 ("Amendment") to the original Agreement for Professional Services between City of Keokuk, Iowa ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated October 17, 2024 (the "Agreement") is made and entered into on this _____ day of _____, 2025.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering design services in connection with the Timea Street Asphalt Resurfacing from 22nd Street to 7th Street Project (the "Project");

WHEREAS, Preliminary Plans have been submitted and reviewed; and

WHEREAS, Core sampling of the existing asphalt pavement has revealed that the existing pavement has insufficient thickness to perform a mill and overlay resurfacing as originally scoped; and

WHEREAS, It is necessary to prepare designs and cost estimates for full depth reconstruction of the roadway pavement; and

WHEREAS, It is necessary to construct new sidewalk along the entire project length; and

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE ATTACHMENT.** The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. **FEE ATTACHMENT.** The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. **PERIOD OF AGREEMENT.** The period of agreement shall be through December 31, 2027.

4. **ADDITIONAL FORMS.** Exhibits A and B are attached and incorporated into the Agreement.

5. **ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT.** Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #1 to be executed by their duly authorized representatives on the dates written below.

CITY OF KEOKUK, IOWA.

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____

BOLTON & MENK, INC.

SIGNED: _____

NAME: Adrian Holmes, PE, CFM

TITLE: Municipal Practice Leader | Principal

DATE: 6/17/2025

EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #1

This **SCOPE ATTACHMENT** is part of **AMENDMENT #1** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

Amendment #1 includes a preliminary engineering study to determine project elements and budget level construction cost estimate; topographic survey of new project area; development of design, plans, and specifications for full depth reconstruction of the roadway surfacing, replacement of sidewalk on both sides of roadway, replacement of storm intake tops, and new storm sewer where existing storm sewer connections are available, and limited construction phase engineering services as outlined below for the project area along Timea Street from 22nd Street to 7th Street. It is understood the project will be bid as a single construction project with construction beginning in 2025 and ending in 2027.

The Project includes the following elements:

1. Complete reconstruction of the Timea Street pavement
2. Reconstruction and addition of sidewalk and pedestrian sidewalk ramps
3. Reconstruction of driveways and private sidewalks as necessary to facilitate roadway and sidewalk improvements

The Scope of Services to be performed by the Consultant shall include the services and supplies to complete the following tasks:

1. Contract management
2. Topographic survey and mapping, identification of approximate right of way location, and preparation of right of entry agreements for all adjacent properties
3. Street surface reconstruction design
4. Sidewalk reconstruction and sidewalk addition design
5. Identification of storm sewer replacement needs
6. Design of storm sewer where existing storm sewer connections are available
7. Assistance with construction bid letting
8. Limited construction phase engineering services

TASK A – CONTRACT MANAGEMENT

1.0 Project Administration

1.1 Project Review Meetings

The Consultant shall meet with the City or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The consultant shall keep documentation of all communications.

The following meetings are included with the scope of work:

1. Preliminary Design Review
2. Check/Final Design Review

2.1 Property Owner Coordination

The City will provide property owner coordination. Property Owners will be encouraged to respond directly to the City with comments and concerns. The Consultant shall rely on the City to track public comments and incorporate them into design reviews at milestones, as appropriate.

2.3 Utility Coordination

The Consultant will develop preliminary plans for the purpose of coordinating with existing utility owners in the corridor. Consultant will coordinate with the City and utility companies to discuss location of facilities and potential impacts as a result of the project, review utility relocation plans prepared by the utility company; and help facilitate a schedule with the City and utility companies to perform relocations prior to or during the project construction. Consultant's utility coordination services will end upon receipt of construction bids and utility coordination during construction will be performed by the City. The Consultant will make reasonable efforts to coordinate the project with utilities, but enforcement of utility relocations necessary for the project shall be the responsibility of the City.

TASK B – SURVEY AND MAPPING

1.0 Design Surveys

The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The City shall provide aerial photographic and other available mapping, including city utilities, of the project area. The specific survey tasks to be performed include the following:

1.1 Control Surveys

The Consultant will establish horizontal and vertical control for the Project area in accordance with SUDAS Standards. Each permanent control point or benchmark shall have horizontal coordinates or elevation, and shall provide monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Consultant shall provide sufficient control for construction.

1.2 Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

1. Full width of the Public right-of-way
2. Driveway elevations where resurfacing presents elevation concerns
3. Gutter and roadway grades as necessary for establishing existing roadway profile
4. Fences, signs, buildings, retaining walls, etc.
5. Vegetation 4" diameter and larger
6. Utility appurtenances likely to be impacted by the project

7. Sanitary and storm sewer above ground structures and inventory of manhole tops and adjustment rings

1.3 Utility Surveys

Public and private utility facilities will be identified through the Iowa One Call process. The Consultant shall perform utility surveys required for the development of the project. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project based on markings provided under the Iowa One Call process and other reasonably visible utility appurtenances. The Consultant shall field locate visible valves and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the project through map requests to the utility companies and drawn into the design file. This work will be considered survey quality level "D" per CI/ASCE 38-02. Utilities include phone, gas, communications, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes).

1.4 Subsurface Utility Investigation

No subsurface utility investigation will be conducted for this project.

1.5 Right-of-Way Surveys, Plats and Exhibits

The city owned improvements are expected to be limited to areas within existing right of way. Therefore, Consultant shall rely on property record research, readily found property pins at right of way, and GIS data to make a reasonable approximation of the right of way location. No property boundary retracement or certified right of way determination will be made. It is expected that sidewalk will be placed at least one foot inside the approximate right of way determined under this process. Construction is expected to require grading and other work on private property outside the right of way. Consultant will prepare right of entry agreements for all adjacent properties. City will be responsible for contacting property owners and obtaining signed right of entry agreements.

TASK C – FUNCTIONAL DESIGN

The Consultant shall review reconstruction design criteria to be used in developing functional plans. Criteria will conform to Iowa SUDAS design standards. The criteria to be addressed shall include:

1. Determine typical roadway cross section and geometric characteristics
2. ADA sidewalk ramp compliance locations and needs
3. Identify potential surface and parkway drainage concerns and
4. Utility structure deficiencies or impacts
5. Functional construction staging concept
6. Opinion of probable construction costs

TASK D – PLAN DESIGN DEVELOPMENT

1.0 Design Sheet Criteria

The Sheet Numbering System described the Iowa SUDAS Design Manual will generally be followed for this project.

2.0 Preliminary Plans

2.1 Preliminary Plan Preparation

City comments shall be received within two (2) weeks of receipt of submittal from the CONSULTANT to avoid delays to the Project. After approval from the City of the Functional Design developed under Task C, the Consultant shall proceed with the development of Preliminary Plans based upon the approved functional design. No geometric revisions to the roadway design or typical section will occur after the start of the development of the Preliminary Plans.

Preliminary Level Plans shall be completed to provide the City the detail necessary to evaluate and budget for ultimate project improvement goals including pavement rehabilitation/reconstruction, ADA sidewalk ramp compliance, utility improvements and/or replacement and an understanding of property impacts. The following specific design items are to be included:

1. Typical Sections
2. Existing ROW from County GIS
3. Grading limits
4. Roadway Centerline Profile
5. Cross-sections
6. Sidewalk ramps at Timea & 19th Intersection
7. Storm sewer system
8. Existing utilities
9. Details
10. Traffic control plan
11. Erosion control plan
12. Lighting Plan
13. Staging plan

Preliminary Plans shall be completed to provide the City the level of detail necessary to evaluate and budget for ultimate project improvement goals including pavement rehabilitation, ADA sidewalk ramp compliance, and property acquisitions.

2.3 Preparation of Special Provisions

The Consultant will prepare special provisions for the project for any additions and/or revisions to the standard specifications.

2.4 Preliminary Opinion of Probable Construction Cost

Prepare a preliminary opinion of probable construction cost for the project. Preliminary cost estimates shall be based on representative major project elements and based on recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

2.5 Quality Control - Plan Set

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment. The

design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

2.6 Field Exam

A Field Exam will be held with the Project Development Team to discuss key issues, with the main emphasis focused on constructability and identifying the complete scope of construction work. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed plans. Revisions will be noted for preparation of the Final Plans.

2.8 Deliverables

1. Electronic set of plans
2. Reviewed Quality Control Plans
3. Special Provisions
4. Cost Opinion

3.0 Check Plans

City comments shall be received within two (2) weeks of receipt of submittal from the CONSULTANT to avoid delays to the Project. After written authorization of approval from the City of the Preliminary Plans developed under Task D, the Consultant shall proceed with the development of Check Plans. Upon completion, the design plans will be 100% complete.

The following specific design items (at a minimum) are to be included:

1. Title Sheet
2. General notes and legend
3. General site plan
4. Typical Sections
5. Quantity estimate and estimate reference information
6. Survey control
7. Plan and profile sheets for mainline and side roads
8. Intersection layout and details
9. Storm sewer plan and profiles
10. Removal limits plan
11. Sidewalk ramp details
12. Erosion control/pollution prevention plan
13. Special construction details
14. Mainline cross sections

3.1 Incorporate Comments from the Preliminary Plan Review

The Consultant will respond to comments resulting from City Plan Review. Recommended modifications will be incorporated into the plan set.

3.2 Check Plan Preparation

The Consultant will prepare check plans for the project. This item consists of the design and drafting of miscellaneous details not included in the other items. Included are such items as special storm sewer or manhole details not included in the standard drawings, special paving details and other required details.

3.4 Update of Special Provisions

The Consultant will update special provisions for the project resulting from City review.

3.5 Opinion of Probable Construction Cost

The Consultant shall prepare a final opinion of probable construction cost for the project. The cost estimate shall be based on representative major project elements and recent bid information.

3.6 Quality Control Review

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of check plans and documents.

3.7 Deliverables

1. Electronic set of Check plans
2. Electronic copy of Project Manual
3. Cost Opinion
4. Notice of Intent and Public Notice for coverage under NPDES GP#2 for publication and filing by City

4.0 Print Documents / Final Plans

City comments shall be received within one (1) week of receipt of submittal from the CONSULTANT to avoid delays to the Project. Consultant will proceed with working on Print Documents/Final Plans during the City review of the Check Plans developed under Task D.

4.1 Incorporate Comments from Final Plan / Check Plan Review

The Consultant will respond to comments resulting from City plan review. Recommended modifications will be incorporated into the plan set.

4.2 Opinion of Probable Construction Cost

Prepare opinion of probable construction cost for the project. Final cost opinion shall include all project elements. Quantity takeoffs will be developed for the final cost estimate. Published cost opinion will be rounded up to the nearest \$10,000.

4.4 Permitting

The City shall file for and obtain required permit from the Iowa Department of Natural Resources as necessary for NPDES GP#2 coverage. All applicable fees shall be paid by the City. No other permits are expected for this project.

TASK E - Letting Services

1.0 Letting Services

The work tasks to be performed or coordinated by the Consultant during the Bid Period Services are based on one bid letting for the project and shall include the following:

1.1 Deliverables

1. 1 (one) print-ready Plan Set with cover sheet sealed by consultant
2. AutoCAD project files for Contractor's use in construction staking

1.2 Plan Clarification and Addenda

The bid letting shall be administered by the City. The consultant shall post the project plans to an online plan room. The Consultant shall assist the City during the bid periods in answering questions regarding the design intent. The Consultant shall issue plan clarification by addenda as necessary. Bids will be received in paper form by the City and the bid opening will be attended by the Consultant. The Consultant shall review bids, check contractor references, and make a recommendation on award.

TASK F – Construction Phase

1.0 Construction Phase

The work tasks to be performed by the Consultant during construction include the following:

1.1 Pre-Construction Meeting

The Consultant shall attend a pre-construction meeting scheduled and held by the City.

1.2 Contractor Submittal Review

The City shall review submittals and no scope is included for this item.

1.3 Plan Interpretation during Construction

The Consultant will be available to discuss the project design with the City's project manager and the Contractor during the construction phase, at the City's request. Inquiries during the construction period relating to design Standard of Care items will be addressed by the Consultant under this contract at the Consultants standard hourly rates. It is understood the City will provide on-going construction observation and administration services during the construction period and will inquire with the Consultant on an as-needed basis. Inquiries concerning items outside this scope (i.e. unforeseen underground conditions/facilities, constructability, etc.) will invoke a contract amendment for Consultant services. The design Standard of Care items are defined as services performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality.

1.4 Site Visits

The Consultant shall perform up to four (4) site visits during the project to review construction progress and general conformance to the plans and specifications. Site visits shall be initiated by the City for specific construction related items.

ADDITIONAL SERVICES

Additional Services are not included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish the following services:

1. Lighting design
2. Landscape design
3. Construction staging design other than complete roadway closure for each project area
4. Property boundary survey or right of way determination
5. Preparation of easements or acquisitions
6. Property Acquisition Services
7. Permits Other than IDNR General Permit No. 2
8. Sanitary Sewer Design
9. Water Main Design
10. Construction Observation Services
11. Construction Survey
12. Construction Testing Services
13. As-Built Survey

EXHIBIT B – FEE ATTACHMENT

This **FEE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

AMENDMENT (SERVICES AND DELIVERABLES)		Amount
Deliverable 1 Task B	Topographic Survey – Exchanged for Remaining Budget in Original Agreement	\$0
Deliverable 2 Tasks A, C, D, E	Development of Plans for Roadway Reconstruction (One bid Letting)	\$428,250
THIS AMENDMENT TOTAL		\$428,250

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEMENT	Mill and Overlay + Topo Survey	\$35,000
PREVIOUS AMENDMENTS	None	
AMENDMENT #1 CHANGE	Full Roadway Surfacing Reconstruct	+\$428,250
NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED		\$463,250

2. **SCHEDULE:** Schedule for performance of services will be modified as follows or as set forth in the Agreement, such that all services will be completed to allow for a construction bid letting in Fall 2025. Construction may begin in late 2025 or 2026 and is expected to be completed in 2027.



COUNCIL ACTION FORM

Date: July 3, 2025

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

Subject: ITC Road Maintenance Agreement Closeout Agenda Item: _____

Description:

On December 17, 2021, the City entered into a Road Maintenance Agreement with ITC Midwest LLC for a construction project that has since been completed.

On May 14, 2025, the City was notified by ITC that the project was completed. In order for the project to be closed out, the City must release ITC from said agreement.

City staff have inspected the roadways that were used by ITC during construction, and it was determined that no repairs are needed.

I would therefore recommend that the council approves the Mayor to sign a letter of release to ITC to allow final closeout of the project.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends the council approve the Mayor to sign a letter of release to ITC to allow final closeout of the project.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.
A RESOLUTION APPROVING
ROAD MAINTENANCE AGREEMENT CLOSEOUT
WITH ITC MIDWEST, LLC

WHEREAS the City entered into a Road Maintenance Agreement with ITC Midwest, LLC for a construction project that has been completed; and

WHEREAS the City was notified by ITC that the project has been completed; and

WHEREAS in order for the project to be closed out, the City must release ITC from said agreement; and

WHEREAS the City has inspected the roadways that were used by ITC during construction, and it was determined that no repairs are needed; and

WHEREAS a letter of release must be signed by the mayor to allow final closeout.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the mayor be authorized to sign a letter of release to closeout agreement with ITC.

Passed this 3rd day of July 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

ROAD MAINTENANCE AGREEMENT

This Agreement is made and entered into this 17th day of December, 2021, by and between ITC Midwest LLC, a limited liability company organized and existing under the laws of the state of Michigan, (hereinafter "the Developer") and the City of Keokuk, Iowa (hereinafter "the City")

RECITALS:

WHEREAS, Developer is a transmission owner duly-certified by the Iowa Utilities Board ("IUB"), and

WHEREAS, Developer is constructing _____ at [ADDRESS] in order to _____ [DESCRIBE WORK BEING DONE] (hereinafter "the Project"), and

WHEREAS, the construction of the Project will require Developer, its agents, employees, contractors, subcontractors and other third parties working on its behalf in support of construction to traverse streets, roads, bridges, culverts or other appurtenant road structures (hereinafter "City Streets") maintained by the City with oversized and specialized construction equipment, trucks and other vehicles, and

WHEREAS, the City possesses statutory authority to restrict or constrain the travel and/or transit of trucks, vehicles, machinery and/or equipment over City Streets, and

WHEREAS, pursuant to the reasonable exercise of its police powers the City is authorized to enter into this Agreement in lieu of establishing a weight load and/or permitting scheme applicable to City Streets, and

WHEREAS, the parties agree it is in the best interest of each to memorialize the rights, duties, obligations, and responsibilities of the parties with respect to Developer's use of City Streets during construction of the Project, and by this written Agreement desire and intend to set forth the terms and conditions of their agreement in writing

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties stipulate and agree as follows

1 For purposes of this Agreement the following terms are defined as

a "Developer" is "ITC Midwest LLC and its respective agents, employees, contractors, subcontractors and other third parties working on its behalf in support of the Project", and

b "Heavy Construction Vehicle" is "any truck, tractor, trailer, machinery or equipment, used individually or in combination, heavier than 10,000 pounds gross vehicle weight", and

c "minor damage" is "any damage or rutting to a depth of less than four (4) inches to the surface of a City Street",

d "repair and maintenance of minor damage" is "blading, grading or re-shaping of City Street surfaces, filling of wheel ruts up to four inches in depth, and replacement of aggregate surfaces using equipment appropriate for the work being completed"

2 Within thirty (30) days after this Agreement is fully executed, Developer and the City shall each designate in writing a field supervisor who shall serve as the day-to-day point of contact

with the other during the construction of the Project. Each shall provide the other with such supervisor's mailing address, emails and telephone numbers, both cell and landlines, to facilitate prompt communication between the parties.

3. Developers and the City have agreed upon transit routes to be utilized by Developers' Heavy Construction Vehicles. A map of said transit routes is attached hereto as Exhibit A and incorporated herein by reference. Any proposed changes in the agreed upon transit routes shall be submitted in writing by Developer to the City for review and approval, which shall not be unreasonably withheld. Developer agrees all Heavy Construction Vehicles shall exclusively use the agreed upon transit routes and no other City Streets. Nothing herein shall be construed to prevent Developer's lawful use and travel upon any City Streets by vehicles, machinery or equipment which are not Heavy Construction Vehicles.

4. Prior to commencement of Developer's use of Heavy Construction Vehicles upon City Streets, Developer can conduct an inspection documenting the condition of the agreed upon transit routes. Developers shall provide the City a full copy of any written report produced and photos/videos taken.

5. Throughout construction, Developer shall promptly undertake and complete repair and maintenance of damage to City Streets surfaces as may occur from time to time throughout the Project, as weather conditions permit.

6. Developer and the City agree that Developer shall obtain a performance bond in the amount of Two Hundred Fifty Thousand dollars and no/100 (\$250,000.00) (the "Bond") and provide the City with evidence of such Bond.

7. Developer shall notify the City when it has completed operation of Heavy Construction Vehicles on City Streets. Developer shall repair and restore the City streets to their existing condition as documented by the inspection described in Section 4 above upon completion of the Project and shall notify the City of full completion of the Project including the restoration of City Streets as provided in Section 4. The City shall notify Developer within sixty (60) days thereafter of any uncompleted repair work and provide Developer with documentation of costs to complete the repairs.

8. Upon completion of repair/restoration of the City Streets and upon approval of said restoration, the City shall inform Developer that the Bond may be released.

9. Notwithstanding any other provision of this Agreement, the City shall have the absolute right to immediately undertake any repairs required to protect persons or the traveling public from imminent threat of bodily harm without prior notice to Developer. If the City undertakes such repairs, it shall immediately notify Developer such work has commenced, and upon completion bill Developer for direct City costs and expenses for such work, calculated by the rates accepted by the Federal Emergency Management Agency (FEMA Rates). Unless disputed Developer shall pay such bill within thirty (30) days of receipt.

10. If Developer disputes any bill submitted by the City for work performed by the City to repair damage to City Streets and the amount of the bill is less than \$100,000.00, the parties agree to submit such issue to informal binding arbitration, to be conducted by a person agreed upon by the parties. If the amount in dispute is in excess of \$100,000.00, the parties agree to submit the issue to formal binding arbitration under the rules and procedures of the American Arbitration Association. Developer agrees to pay any amounts determined by the arbitrator within thirty (30) days of the issuance of a final ruling by the arbitrator.

11. If a driver of a Heavy Construction Vehicle is not on the agreed upon transit routes, the City shall issue a warning to the driver to always travel on the agreed upon transit routes and

shall notify Developers' field supervisor of the issuance of the warning. If the same driver is thereafter found to be operating a Heavy Construction Vehicle on any road which is not an agreed upon transit route, the City may issue the driver a citation and notify Developer's field supervisor of the second infraction and shall thereafter prohibit such driver from operating Heavy Construction Vehicles on City Streets for the remainder of the Project.

12 Developer agrees to defend, indemnify and hold harmless the City, its council members, boards, administrators, employees, agents and representatives against any and all losses, claims, damages, expenses and liabilities, including reasonable attorneys' fees, for physical injury or death to any person or physical damage to property arising out of Developer's use of City Streets by Heavy Construction Vehicles. This indemnification obligation shall survive the termination of this Agreement for a period of two years. Developer shall at all times during the term of the indemnification obligation carry (i) worker's compensation insurance in accordance with the laws of the State of Iowa and employer's liability insurance, (ii) commercial general liability insurance with minimum limit (of \$1,000,000 per occurrence, and (iii) automobile liability insurance with minimum limits of \$500,000 per occurrence. Certificates of insurance shall be provided to the City prior to the commencement of Developer's use of City Streets by Heavy Construction Vehicles.

13 Developer shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Developer's activities associated with the Project and shall obtain all permits, licenses and orders required to conduct any and all such activities.

14 The term of this Agreement shall commence upon execution of this Agreement and shall terminate on December 31, 2023 or upon completion of the Work and restoration of the City streets as provided in Section 4, whichever is sooner.

15 Any notices described herein shall be given to the following:

To	Developer	Vice President and Deputy General Counsel, Legal Services ITC Holdings Corp 27175 Energy Way Novi, MI 48377
----	-----------	--

	Manager, Real Estate Department ITC Midwest LLC 1235 1st St SE Cedar Rapids, IA 52401
--	--

To	City of Keokuk	Jean Ludwig, City Clerk 501 Main St Keokuk, IA 52632
----	----------------	--

16 The parties agree, acknowledge, warrant and represent:

(a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement, and

(b) the consideration herein expressed is contractual and not a mere matter of recital, and

(c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing, and

(d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing, and

(e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act, and

(f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment, and

(g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby, and

(h) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement, and

(i) this Agreement shall be binding upon the heirs, successors and assigns of both parties, and

(j) this Agreement shall be construed and interpreted in accordance with the laws of the state of Iowa

(k) this Agreement is subject to approval by the City Council of the City of Keokuk

IN WITNESS WHEREOF, the said parties hereto have set their hands the day and year first above

Attest


Jean Ludwig, City Clerk

CITY OF KEOKUK

Thomas Richardson, Mayor

ITC Midwest LLC, a Michigan limited liability company

By: ITC Holdings Corp., its sole member

By: Dusky Terry
Dusky Terry
Vice President, ITC Holdings Corp.
and President, ITC Midwest LLC

ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF _____)

BE IT REMEMBERED that on this 9th day of December, 2021, before me, the undersigned, a notary public in and for the City and state aforesaid, came Dusky Terry, who being by me duly sworn and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written;

Jackie Swartz
Notary Public

My appointment expires: December 18, 2024





Overview



Legend

-  Corporate Limits
-  Geographic Townships
-  Parcels
-  Named Roads

Date created: 12/8/2021
Last Data Uploaded: 12/7/2021 10:42:13 PM

Developed by  **Schneider**
GEOSPATIAL



COUNCIL ACTION FORM

Date: July 3, 2025

Presented By: Brian Carroll, PWD *BL*

Subject: SEIDC Lease - River's Edge Wellness, PLLC Agenda Item: _____

Description:

River's Edge Wellness, PLLC has requested a lease with the City for the Southeast Iowa Development Center. The new lease will be for a term of 2 years or 24 months beginning July 15, 2025 and ending at midnight on July 14, 2027. River's Edge Wellness, PLLC will pay \$500 per month for a total lease amount of \$12,000. The lease area consist of 220 square feet in Suite 103.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Recommend that a new lease agreement with River's Edge Wellness, PLLC be approved.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING LEASE AGREEMENT WITH
RIVER’S EDGE WELLNESS, PLCC FOR SUITE 103 AT THE
SOUTHEAST IOWA DEVELOPMENT CENTER**

WHEREAS River’s Edge Wellness, PLCC has requested to lease space in the Southeast Iowa Development Center; and

WHEREAS the lease will be a term of two (2) years or 24 months beginning July 15, 2025, and ending at midnight on July 14, 2027; and

WHEREAS River’s Edge Wellness, PLCC will pay \$500 per month for a total lease amount of \$12,000.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a lease agreement be entered into with River’s Edge Wellness, PLCC for two years at \$500 per month for a total of \$12,000.

Passed this 3rd day of July 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

LEASE DOCUMENT FOR THE SOUTHEAST IOWA DEVELOPMENT CENTER

This LEASE made and entered into this _____ day of _____, 20____, by and between the City of Keokuk, Iowa, a municipal corporation, and political subdivision of the State of Iowa, (hereinafter "LESSOR"), and **River's Edge Wellness, PLLC** (hereinafter "LESSEE"). LESSOR and LESSEE are jointly referred to as the "Parties".

WITNESSETH

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

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

1. **PREMISES:** LESSOR leases the Premises to LESSEE, and LESSEE leases the Premises from LESSOR. The Premises that are the subject of this lease are described in Exhibit A to this lease, which is hereby incorporated into this agreement by reference.
2. **TERM:** The term for this lease shall be a period of two (2) years, commencing on **July 15, 2025**, and ending at midnight on **July 14, 2027**.
 - 2.1. **Early Termination.** Notwithstanding any other provisions of this Agreement, it is agreed between the Parties, that either party shall have the option of terminating this lease upon giving the other party ninety (90) day notice in writing.
3. **RENT:** LESSEE agrees to pay market rate rent as agreed upon by Parties. Rent and other charges, including late charges, relating to this lease are described in Exhibit B to this lease, which is hereby incorporated into this agreement by reference.
1. **RENEWAL:** This lease may be renewed for successive terms of six (6) month periods at a rental rate of one and 5 hundredths percent (1.05%) of the lease rate as described in Exhibit B of this lease. Notice of renewal must be given ninety (90) days prior to the expiration of the existing lease term. If no notice is given, the lease shall expire at the end of that term.
4. **POSSESSION:** LESSEE shall be entitled to possession on the first day of the term of this lease and shall yield possession to LESSOR at the time and date of the close of the lease term. LESSEE has inspected and knows the condition of the Premises and accepts the same in their present condition. LESSEE acknowledges that LESSOR has made no warranties or representations concerning the Premises and accepts the condition of the Premises in "as is" condition for the

term of the lease. LESSEE shall receive an electronic key to enter the building, and a physical key to enter the Premises.

5. USE OF PROPERTY

5.1. This property shall be used by LESSEE for the purpose of conducting an organization or business to:

General Office Space

5.2. LESSEE shall not, commit or allow any waste, nuisance, or other such act or omission to occur on the Property and shall not do any act or allow on the Property any condition which may create unreasonable noise, interference, or disruption for those occupying surrounding properties, including without limitation any other tenants or occupants in the building or on the Property. LESSEE shall advise LESSOR in writing of any change in LESSEE'S use of the Premises.

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

6. MODIFICATION OF PROPERTY:

6.1. LESSEE shall submit in writing any proposed plan for changes, modifications or additions to the Property or Premises and will not proceed with same without LESSOR's written approval, which shall not be unreasonably withheld. At LESSOR's sole discretion, such written approval may include a requirement that any or all such changes, modifications or additions be returned to the original condition of the property or premises upon the expiration or termination of this agreement or a renewal or extension thereof. Any such changes, modifications, or additions that require work to be performed outside the premises or on any of the heating, ventilating, air-conditioning, mechanical, elevator, plumbing, electrical, fire protection, life safety, or security systems on the property shall also require prior approval. Any such changes, modifications, or additions to the property or premises

shall be completed by LESSOR, unless agreed in writing by LESSOR and LESSEE that such changes, modifications, or additions shall be completed by LESSEE. In the event changes, modifications, or additions to the property or premises are completed by LESSEE, LESSEE shall ensure that any such changes, modifications, or additions to the property or premises are performed in accordance with applicable law (including, but not limited to, the Americans with Disabilities Act), utilizing the appropriate permits and governmental approvals, and done in a good and workmanlike manner. LESSEE shall keep the premises and the property free and clear of all liens in any way related to work performed, materials furnished, or obligations incurred by LESSEE.

6.2. Unless agreed to in writing beforehand by the parties, any such changes, modifications, or additions to the property or premises shall be completed at LESSEE's sole cost and expense. At LESSOR's sole discretion, LESSOR may agree to assume the up-front costs of changes, modifications, or additions and then modify the rent amount of LESSEE in this agreement to reflect the costs of such changes, modifications, or additions. Any such changes, modifications or additions to the Property or Premises shall become the property of LESSOR, including without limitation furniture and fixtures, laboratory casework and the like that are affixed to the floor, walls or ceiling. No improvements, alterations, or additions to the Premises, other than trade fixtures, shall be removed without LESSOR's prior written consent, which consent shall not unreasonably be withheld. LESSEE shall repair all damage caused by any removal of any trade or other fixtures or additions. When providing approval in writing, LESSOR may require that LESSEE restore the changed, modified or added to Property or Premises to their original condition upon the expiration or termination of this agreement or renewals or extensions thereof.

6.3. Notwithstanding the foregoing or anything else to the contrary, LESSEE shall not be permitted to place any underground storage tanks on or under the Property.

7. **CARE OF PREMISES:** LESSEE shall keep the Property and Premises neat and orderly and shall surrender the premises at the end of the lease term in the same condition as when it took possession, normal wear and tear excepted. Pursuant to Section 20 herein, LESSOR reserves the right to enter the premises to exercise safety or security measures and to make necessary alterations, repairs, additions, or improvements.

8. **MAINTENANCE AND REPAIR:** LESSOR shall repair and maintain the roof, exterior walls, and foundation of any structures. LESSOR shall maintain and keep in good working order all equipment, fixtures, and systems in common areas and shall perform routine repair and maintenance on the same. In addition, and without limitation, LESSOR shall protect water pipes, heating and air conditioning equipment, plumbing, fixtures, appliances, and sprinkler systems from becoming frozen in common areas.

8.1. LESSEE shall have the obligation of routine maintenance of the leased Premises (e.g., under \$500) including cleaning which LESSOR is not specifically obligated to maintain under the

above section. LESSEE shall maintain and keep in good working order all equipment, fixtures, and systems in leased Premises, and shall perform routine repair and maintenance on the same. In addition, and without limitation, LESSEE shall protect water pipes, heating and air conditioning equipment, plumbing, fixtures, appliances, and sprinkler systems from becoming frozen in leased Premises.

- 8.2. LESSEE shall be responsible for maintenance of light fixtures and lamps in their leased Premises, for repair and routine maintenance of water pipes, plumbing apparatus, and fixtures, within the leased Premises. LESSEE shall replace any worn or outdated equipment with new equipment of like quality and durability. All equipment outside the leased Premises, such as boilers and HVAC, shall be the responsibility of the LESSOR.

9. UTILITIES AND SERVICES:

- 9.1. General purpose water, electric, gas, sewer, trash removal, maintenance, sidewalk maintenance including snow removal and general care of hallways and public areas will be provided by LESSOR. Should LESSEE's operations result in excessive and inordinate utility consumption as determined in the sole discretion of the LESSOR, the LESSOR reserves the right to charge a reasonable fee for such consumption.
- 9.2. LESSOR shall provide central heat and air conditioning to Premises at a level of normal comfort and water in the restrooms. Tenant shall be responsible for special heating or water requirements within the Premises.
- 9.3. LESSOR shall provide fiber internet services and public access WIFI. Should LESSEE's data usage result in excessive and inordinate consumption as determined in the sole discretion of the LESSOR, the LESSOR reserves the right to charge a reasonable fee for such consumption.
- 9.4. LESSEE is responsible for telephone.
- 9.5. LESSEE will have equal access to the mailbox, a designated break room, designated restrooms, and parking at no additional charge.
- 9.6. LESSEE must reserve common meeting spaces with the property manager and submit Building Usage Agreement prior to use.

10. **TAXES:** State, city, and county real estate taxes for the Premises during the calendar year are included in market rate rent. Rent may adjust annually to account for annual adjustments based on taxes at an amount not to exceed 3%. Adjustments will commence the month tax notices are received.

11. **PUBLIC REQUIREMENTS:** LESSEE shall comply with all laws, orders, regulations, ordinances, and other public requirements at any time affecting the Premises or the use of the Premises.

12. **LICENSING AND FEES:** LESSEE shall obtain all necessary licensing and registrations for the

use and operation of the Premises and shall pay when due all license and registration fees.

13. INSURANCE: LESSOR and LESSEE shall each be responsible to protect its respective property interests. The following provisions shall apply:

13.1. LESSOR shall obtain "All Risk" Property Insurance on the Property, including fixtures and non-removable tenant improvements in such amount as LESSOR deems sufficient. LESSEE shall cooperate with LESSOR so that the lowest insurance rating can be obtained. Accordingly, LESSEE shall fully cooperate with the insurance carrier in implementing any measures of complying with any requirements the carrier may have. All costs of such measures or compliance shall be borne by LESSEE. If the insurance rates published by the Insurance Service Office of the State of Iowa are increased as the result of any activities or hazards introduced by LESSEE, then LESSEE shall pay the amount by which the insurance premiums are increased because of such activities or hazards.

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

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

13.3. LESSEE shall provide to LESSOR a certificate of insurance evidencing above insurance with the signed Lease and annually. Upon reasonable request, LESSEE shall furnish LESSOR with a copy of the premium bill and evidence of payment.

13.4. In the event of casualty damage to the Premises, and if LESSOR is carrying the "All Risk" Property Insurance, LESSEE shall promptly report the damage to LESSOR and LESSOR shall make whatever claim against the insurance company that LESSOR deems advisable. LESSEE shall cooperate in connection with the claim. In the event of either damage to the Premises by casualty or an assertion of liability, or if LESSEE is carrying the applicable insurance policy, LESSEE shall promptly report the same to the applicable insurance company and make a claim for insurance proceeds, delivering to LESSOR a copy of the claim. Any insurance proceeds shall be applied to the rebuilding or repair of the Property, with any excess paid to LESSOR or disbursed as LESSOR deems appropriate.

14. LIENS AND ENCUMBRANCES: This Lease shall be subject and subordinate to any present or future mortgages, deeds of trust, and other liens or encumbrances executed or consented to by LESSOR, which do not materially adversely affect LESSEE'S use of the Premises. The holder of any such mortgage, deed of trust, lien or encumbrance may notify LESSEE in writing of its interest, and in such event, LESSEE shall send copies of all notices or communications regarding this Lease to the holder of the mortgage, deed of trust, lien, or encumbrance. Such holder shall

be entitled to take any action or exercise any rights reserved to LESSOR under this Lease. LESSEE shall, within ten (10) days after receipt of a request therefor, execute and deliver to LESSOR and the holder of such a mortgage, deed of trust, lien or other encumbrance, an estoppel certificate and/or agreement evidencing the subordination of this Lease as described above, which estoppel certificate and/or agreement shall be in form satisfactory to LESSOR and such holder.

14.1. LESSEE shall not encumber or permit the encumbrance of the PREMISES or this leasehold estate by any mortgage, deed of trust, assignment, security interest, lien or other charge, without LESSOR'S prior written consent, which consent shall not be unreasonably withheld.

14.2. This Lease does not require LESSEE to improve the PREMISES or construct any improvements or additions on the PREMISES. Any improvements or additions to the PREMISES which LESSEE might make, or permit are for the sole use of LESSEE and will not benefit LESSOR'S reversion. LESSEE is not, and shall not be deemed to be, the agent of LESSOR in contracting or arranging for any improvements to the PREMISES or any construction on the PREMISES. Additional provisions relating to alterations and improvements are contained in Section 7 of this Lease.

14.3. LESSEE shall promptly pay all bills for labor done or material or equipment supplied for any construction or repair work done on the PREMISES. Failure to promptly pay any such bills shall be a default under this Lease. LESSEE shall defend and indemnify LESSOR from all liability, damages or expense resulting from any mechanic's lien claims affecting the PREMISES.

15. **HAZARDOUS WASTE:** As used herein, the term "**Hazardous Substances**" shall mean urea formaldehyde, polychlorinated biphenyls, asbestos, asbestos- containing materials, radioactive materials or wastes, petroleum products, or any other waste material or other substance which would subject the LESSOR as owner of the Property to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "**Environmental Regulations**" as used herein means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials.

15.1. LESSEE shall not allow on the Property any leakage, spillage or release of any hazardous substance, hazardous waste, petroleum, or toxic material as those terms are defined by federal or state law or regulation. If such a release should occur, LESSEE shall notify LESSOR of such fact within two (2) days. Furthermore, in such event, LESSEE shall promptly remove and clean up any such leakage, spillage, or release, at its own cost, and LESSEE shall accomplish such removal and clean-up in strict compliance with all applicable laws, codes and regulations. LESSEE shall notify LESSOR within two (2) days if LESSEE receives notice of intent to sue, notice of violation, citation, warning, or similar notification arising out of operations on the Property. LESSEE shall notify LESSOR within two (2) days

if LESSEE learns of any federal, state, or local agency investigation or inquiry concerning the Property or LESSEE'S operations.

15.2. LESSEE shall not use all or any part of the Property for the purpose of refining, producing, storing, handling, transferring, processing, or transporting any pollutants or contaminants or any Hazardous Substances or petroleum products in any manner which would result in a release or threatened release which could require response under applicable Environmental Regulations, nor shall LESSEE permit or suffer any other party to use all or any part of the Property for any purpose forbidden herein.

16. **INDEMNITY**: LESSEE shall indemnify, defend, and hold harmless LESSOR from and against any and all damage, expense, claim, liability or loss, including reasonable attorneys' fees, arising out of or in any way connected to any condition, occurrence or event occurring on the Property or arising out of any use of the Property during the term of this Lease. This duty to indemnify and defend shall include but shall not be limited to damages, costs, liability, loss, and expense including professional consultant, engineering or attorneys' fees incurred in responding to federal, state, or local laws, strict liability, or common law.

17. **DAMAGE BY CASUALTY**: If a substantial part of the Premises is so damaged by fire or other casualty that the Premises are totally untenable, LESSOR may at its sole option terminate this Lease. If the Lease is so cancelled, rent shall be paid only to the date of cancellation and LESSEE shall promptly surrender the Premises to LESSOR.

17.1. If LESSOR does not elect to terminate this Lease in case of a total inability to occupy the Premises, this Lease shall continue in full force and effect and LESSOR shall restore the Premises to at least their previous condition within a reasonable time. For that purpose, LESSOR and its agents and contractors may enter the Premises. Rent shall abate during the period of inability to occupy the Premises, unless the inability to occupy the Premises is the fault, either by willful action or negligence, of the LESSEE, in which case Rent will continue to be owed.

17.2. If the Premises are so damaged by fire or other casualty that ability to occupy the premises is only partially disturbed, LESSOR shall restore the same to at least their previous condition within a reasonable time. For that purpose, LESSOR and its agents may enter the Premises, and rent shall abate in proportion and in duration equal to the partial Premises unable to occupy. No claims shall be made by or allowed to LESSEE by reason of any inconvenience or annoyance arising from the repair work

17.3. In the event the Premises suffer any casualty damage, LESSEE shall within ten (10) days remove any debris or rubbish, remove its personal property from the damaged Premises, and clean the damaged Premises to facilitate repair or restoring operations.

18. **ASSIGNMENT OR SUBLEASE**: LESSEE shall not assign this Lease, sublease the Premises, or allow anyone else to use or occupy any part of the Premises, without LESSOR'S prior written

consent, which consent shall not unreasonably be withheld. LESSOR may assign this Lease to any subsequent purchaser of the Premises, and upon such assignment shall be released from all rights and obligations under this Lease.

19. **INSPECTION**: LESSEE shall allow LESSOR to enter the leased Premises at reasonable times, and with reasonable notice considering the circumstances, for the purposes of inspection, repairs, or improvements, to exercise safety or security measures, or to show the premises to prospective Lessees.
20. **LESSEE'S PERSONALITY**: LESSOR shall not be liable for any loss or damage to any of LESSEE'S merchandise, personality, or other property on or about the Property, or for any lost profits of or consequential damage to LESSEE, regardless of the cause of the loss or damage. LESSEE shall be responsible for any taxes or assessments made against LESSEE'S personal property and shall defend and indemnify LESSOR against the same.
21. **DEFAULT BY LESSOR**: LESSEE shall give LESSOR written notice of any default by LESSOR. If (a) the default is not cured within thirty (30) days after LESSOR receives the written notice, or (b) LESSOR does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then LESSEE at its election may declare this Lease terminated after an additional period of thirty (30) days. If this Lease is rightfully terminated in accordance with this section, rent shall be paid only to the end of the second thirty (30) day period.
22. **DEFAULT BY LESSEE**: The following provisions shall govern default by the LESSEE:
 - 22.1. LESSEE will be in default under this Lease upon the happening of any one or more of the following events:
 - 22.1.1. Failure of LESSEE to make any rent payment when due or fully and timely perform any obligation contained in this Lease.
 - 22.1.2. Any warranty, representation or statement made or furnished to LESSOR by or on behalf of LESSEE for the purpose of inducing the execution of this Lease or any other agreement between the parties proves to have been false in any material respect when made or furnished.
 - 22.1.3. LESSEE is dissolved or its existence terminated; LESSEE becomes insolvent, its business fails, or a receiver is appointed for any of LESSEE'S property; LESSEE is generally not paying its debts as they become due; or LESSEE makes an assignment for the benefit of its creditors or is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding.
 - 22.2. Any of the occurrences set forth in Section 23.1.3. of this Lease above occurs with respect to any guarantor or surety of LESSEE'S obligations.
 - 22.3. LESSEE abandons the Premises, or the Premises or LESSEE'S leasehold interest in the

Premises are attached or taken under any court order or writ of execution.

- 22.4. If LESSEE defaults, LESSOR may enforce its rights by an action for rent and possession, unlawful detainer, or other legal remedy. LESSEE agrees that, notwithstanding LESSOR'S possession of the Premises, LESSEE shall remain liable for and shall pay LESSOR an amount equal to the entire rent payable to the end of the then-applicable term of this Lease. This amount may either (a) be accelerated and become payable at once, or (b) become due and be payable monthly, at the sole option of LESSOR. In addition, LESSEE shall be liable for and shall pay to LESSOR any loss or deficiency sustained by LESSOR because of LESSEE'S default.
- 22.5. Notwithstanding LESSOR'S re-entry and possession of the Premises, LESSOR, upon LESSEE'S default, shall have the right, without notice to LESSEE, and without terminating this Lease, to make alterations and repairs for the purpose of reletting the Premises. LESSOR may relet or attempt to relet the Premises or any part of the Premises for the remainder of the then-applicable Lease term or for any longer or shorter period as opportunity may offer, to such persons and at such rent as may be obtained. Nothing in this Lease shall require LESSOR to relet or make any attempt to relet the Premises, and any reletting shall be done by LESSOR as agent for LESSEE. In case the Premises are relet, LESSEE shall pay the difference between the amount of rent payable during the remainder of the term and the net rent actually received by LESSOR during the term after deducting all expenses for repairs, alterations, recovering possession and reletting the same, which difference shall either (a) accrue and be payable monthly, or (b) be accelerated and become payable at once, at LESSOR'S sole option.
- 22.6. No actions taken by LESSOR after LESSEE'S default shall be construed as indicating a termination of this Lease. This Lease shall remain in full force and effect and shall not be terminated unless LESSOR so elects in writing.
- 22.7. At LESSOR'S election, LESSOR may cure any default of LESSEE by expending money, contracting for the making of repairs, purchasing insurance, or by any other actions. If LESSOR takes any such actions, LESSEE will promptly, upon demand, reimburse LESSOR for all of LESSOR'S expenses. All such expenses shall bear interest from the dates they are incurred until the dates they are paid, at a rate of 10 percent (10%) per annum.
- 22.8. LESSOR shall be entitled to recover from LESSEE all of LESSOR'S expenses in exercising any of its rights under this Lease, including without limitation LESSOR'S reasonable attorney's fees.
- 22.9. All of LESSOR'S remedies are cumulative, and may be exercised successively or concurrently, at LESSOR'S election.
23. **RETURN OF PREMISES:** At the termination of this Lease, LESSEE agrees to deliver to LESSOR the PREMISES and all mechanical systems and all equipment and fixtures thereon, in

good working order and condition. All keys and other property of the LESSOR shall be returned by LESSEE at that time.

23.1. Should LESSEE fail to vacate the PREMISES at the termination of this Lease, LESSEE shall pay for each day of the holdover period either (a) twice the then-applicable rent, or (b) a current fair market rent for the PREMISES (as determined by LESSOR in its sole judgment), whichever is higher. All the terms and provisions of this Lease shall continue to apply. LESSEE will be a tenant at will during the holdover period. Nothing in this section shall be a waiver of or preclude the exercise of LESSOR'S remedies for LESSEE'S default. Should LESSEE'S holdover prevent LESSOR from fulfilling the terms of another lease, LESSEE shall defend and indemnify LESSOR from all direct and consequential damages for which LESSOR may be liable, or which LESSOR may suffer, as a result thereof.

24. **EMINENT DOMAIN:** If any substantial part of the Premises (affecting LESSEE'S operations) is taken under the power of eminent domain, conveyed in lieu of condemnation, or acquired for any public or quasi-public use, this Lease may be terminated by either party. The parties shall make their individual claims for the award, which shall be distributed according to law.

25. **RULES:** LESSEE understands and acknowledges that it and its officers, employees, agents, visitors, and guests shall observe all operating policies of the LESSOR, including, but not limited to, rules, procedures and traffic and parking regulations. Such policies shall be provided in writing by LESSOR.

26. **COMMON AREAS:** LESSEE shall have reasonable use of common areas of the building for normal business purposes, within the policy guidelines.

27. **SMOKE FREE ENVIRONMENT:** It is acknowledged by Tenant that the building is a smoke free environment, and no smoking therein will be enforced accordingly by Landlord.

28. **NO ANIMALS/PETS:** No animals or pets of any kind are permitted in the building or within the Premises.-Except for allowing service animals as required by the ADA, with documentation (e.g., client certification) if needed.

28.1.1. To clarify: Emotional support animals are permitted if prescribed by a licensed professional.

29. **SECURITY:** LESSEE is responsible for securing all windows and doors within its Premises and shall exert diligence in keeping building entrances and openings locked after normal business hours. LESSEE shall be solely responsible for any and all losses, damages, claims, or causes of action that may arise that relate in any way from LESSEE's failure or alleged failure to perform the obligations under this provision. LESSEE further agrees to defend, hold harmless, and indemnify LESSOR for any violation of the obligations under this provision.

30. **RELOCATION:** LESSOR reserves the right to relocate LESSEE to a comparable space (to include same square footage, accessibility, privacy features, and parking access) at LESSOR's

discretion. LESSOR will provide thirty (90) days' notice prior to relocation.

31. **APPLICABILITY TO THIRD PARTIES AND SUCCESSORS IN INTEREST.** There are no third-party beneficiaries to this agreement. The terms, provisions, and conditions of the agreement shall be binding upon and inure to the benefit of LESSOR and LESSEE and their respective successors, assigns, and legal representatives.
32. **COUNTERPARTS AND FACIMILE SIGNATURES.** The parties agree that this agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual, or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.
33. **SEVERABILITY.** If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this agreement. Such a determination shall not affect the validity or enforceability of other parts or provisions of the agreement.
34. **INTEGRATION.** This agreement, including all the exhibits and documents incorporated by reference, represents the entire agreement between the parties and neither LESSOR nor LESSEE is relying on any representation that may have been made which is not included in this agreement. This agreement supersedes all prior agreements between LESSOR and LESSEE regarding the premises and the subject matter of this agreement.
35. **SIGNS:** LESSEE shall not place any signs or advertisements on the PREMISES without the written consent of LESSOR, and the application for and granting of a City Sign Permit complying with the City Sign Code. Consent for signage shall not be unreasonably withheld. Within the 120 days prior to the termination of any Lease term, LESSOR, at their sole discretion, may display signs advertising the rental of the PREMISES.
36. **WAIVER OF SUBROGATION:** LESSOR and LESSEE each respectively waive all rights of recovery against the other and the other's agents, employees, permitted licensees and assignees, for any loss or damage to property or injury to or death of persons, to the extent the same is covered or indemnified by proceeds of any insurance, or for which reimbursement is otherwise received. This agreement, however, shall apply only so long as the parties' respective insurance companies expressly concur in this agreement and waive all subrogation rights. Each party shall have a continuing obligation to notify the other party if these waivers are not granted. Nothing in this section shall impose any greater liability upon the LESSOR than would have existed in the absence of this section.
37. **ATTORNMEN**T: LESSEE agrees to and does attorn to any successor to LESSOR'S interest in all or any part of the PREMISES, including without limitation any purchaser at any foreclosure sale of all or any part of the PREMISES.

38. **SUCCESS OR FAILURE OF TENANT'S BUSINESS:** Tenant specifically recognizes and acknowledges that the business venture to be undertaken by Tenant within the Premises depends upon the ability of Tenant as an independent businessperson, as well as other factors, such as market and economic conditions which are beyond the control of Landlord and Tenant. Tenant acknowledges that the success or failure of Tenant's business enterprise will be dependent on the business acumen and diligence of Tenant. Tenant agrees that the success or failure of Tenant's business will not depend on Landlord's advice or Landlord's performance under this Lease and Landlord makes no representations or warranties as to the success or prospects of Tenant's business.

39. **BANKRUPTCY:** The following covenants are a part of this agreement:

39.1. The parties agree that this Lease has been entered into partly because of LESSOR'S judgment that LESSEE will be particularly able to perform the Lease covenants. LESSEE has substantial duties of performance under this Lease, apart from its mere financial obligations. This Lease is a personal contract between the parties which cannot be assumed by any trustee or other party in bankruptcy. In violation of the above agreement, LESSOR will not have adequate assurance of performance, within the meaning of Section 365 of the Bankruptcy Code of 1978, as amended, unless the trustee or other party can demonstrate that itself or a substitute lessee will have the particular capacity to fulfill the nonmonetary covenants of this Lease. LESSOR will not have adequate assurance of performance unless and until (a) LESSOR is allowed access to adequate financial and other information about the proposed lessee, including without limitation references from prior lessors, to satisfy itself that the trustee, other party or proposed lessee is fully able to assume the financial and personal covenants of LESSEE in this Lease, in full accordance with its terms, and (b) sufficient bonds or letters of credit are posted by the trustee, other party or proposed lessee to guarantee performance of the Lease obligations. The parties further agree that the definition of the term "adequate assurance" as set forth in Section 365(b)(3) of the Bankruptcy Code of 1978, as amended, shall apply to any determination of adequate assurance in connection with this Lease.

39.2. In the event any proceedings in bankruptcy are brought against LESSEE or affect LESSEE, the trustee or other party shall not be permitted to use, sell or lease any of the PREMISES, whether or not in the ordinary course of business, without providing adequate protection to LESSOR. The parties agree that the language in Section 361 of the Bankruptcy Code of 1978, as amended, shall be the exclusive definition of the term "adequate protection" in connection with any use, sale or lease of the PREMISES. The cash payment referred to in that section shall mean the full payments required under this Lease, plus payment representing the value of LESSOR'S lost ability to use or lease the PREMISES; and the then "indubitable equivalent" as used in that section shall mean protection afforded by either grants of administrative expense priority, grants to LESSOR of ownership interests in a continuing business surviving the bankruptcy, or grants to LESSOR of protected securities

issued by a continuing business surviving the bankruptcy, which completely compensate LESSOR for the loss of the present value (computed at the then market rate of interest for commercial loans) of LESSOR'S ability to use or lease the PREMISES.

39.3. The parties agree that because of the extreme financial importance to LESSOR of this transaction, LESSOR will be irreparably harmed by any stay of its collection efforts or the exercise of its remedies under this Lease.

40. **SUCCESSORS AND ASSIGNS**: This Lease shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and (in the case of LESSEE, permitted) assigns of the respective parties.

41. **LIGHT**: This Lease does not grant any rights to light, view or air over adjacent properties. Any diminution or elimination of light, view or air by any structure which may be erected on property adjacent to the PREMISES shall not be a breach of, and shall not affect the rights and obligations of, the parties under this Lease.

42. **WAIVERS**: Any waiver, consent, or approval on the part of LESSOR must be in writing and shall be effective only to the extent specifically set forth in the writing. No delay or omission by LESSOR in the exercise of any right or remedy with respect to any one occasion shall impair LESSOR'S ability to exercise the right or remedy in the same or on another occasion.

43. **AMENDMENTS**: This Lease contains the entire agreement of the parties. No amendments may be made to this Lease except by an agreement in writing executed by all the parties.

44. **MISCELLANEOUS**: The following provisions are additional terms of this Lease:

44.1. The captions of the sections of this Lease are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease.

44.2. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this Lease.

45. **PUBLIC RECORDS**. LESSEE acknowledges that this Agreement is made with a political subdivision of the State of Iowa, and as such, may be subject to Public Records requests. LESSOR's disclosure of records pursuant to the Public Records law is not a breach of the contract.

46. **FINANCIAL STATEMENTS**: LESSEE shall furnish to LESSOR during each year of any term hereof, a certification of financial stability.

47. **GOVERNING LAW**: This Agreement and any claims arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to the principles of conflicts of laws of Iowa. Any claims or legal actions by one party against the other will be commenced and maintained in Lee County District Court, or the U.S. District Court for the Southern District of Iowa, and you submit to the jurisdiction and venue of any such court.

48. **CIVIL RIGHTS:** The LESSEE shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.
49. **FORCE MAJEURE.** Neither LESSOR nor LESSEE shall be liable to the other for any delay or failure of performance of this agreement and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure". As used in this agreement, "force majeure" includes acts of God, war, civil disturbance and any other similar causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Business downturns or difficulties by LESSEE shall not be considered a force majeure event.
50. **PAYMENTS AND NOTICES:** Rent payments, other payments, communications and notices due to LESSOR shall be submitted either be (a) personally delivered or (b) mailed, at or to the following address:

LESSOR:

City of Keokuk, Iowa
Attn: Public Works Director
501 Main St
Keokuk, Iowa 52632

LESSEE:

Organization: River's Edge Wellness, PLLC
Attention: Gina Clark, LCSW, LISW
Address: 1417 Exchange Street
City: Keokuk State: IA Zip: 52632

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

EXHIBIT A—DESCRIPTION OF PREMISES

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

NA

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

Suite 103 (220 Square Feet)

EXHIBIT B—RENTAL CHARGES

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

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

Suite 103

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

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

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

Additional casework valued at NA

Office furniture valued at NA

Based on the foregoing, Total Additional Rent is NA per month.

Base Rent	\$500	per month
Additional Rent	<u>NA</u>	per month
Total Rent	\$500	per month

Other Provisions:

Rent payments are due and payable on the first day of the month. Rents received later than the 10th day of the month are subject to a late payment fee of one and one-half percent (1.5%) of the outstanding balance of rent due and payable.

IN WITNESS WHEREOF, the City of Keokuk and River's Edge Wellness, PLLC have executed this Commercial Lease Agreement on this ___ day of _____, 202_.

FOR LESSOR:

(SEAL)

CITY OF KEOKUK, IOWA

By: _____

Kathie Mahoney, Mayor

ATTEST:

By: _____

Celeste El Anfaoui, City Clerk

STATE OF IOWA)

) SS

COUNTY OF LEE)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared Kathie Mahoney and Celeste El Anfaoui, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

FOR LESSEE

By:_____

Gina Clarke, Owner

STATE OF IOWA)

) SS

COUNTY OF LEE)

On this_____day of_____, 20___, before me the undersigned, a Notary Public in and for said State, personally appeared Gina Clarke, to me personally known, who, being by me duly sworn, did say that they represent

River's Edge Wellness, PLLC, and that said instrument was signed on behalf of said corporation; and that the said representative acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

Notary Public in and for the State of Iowa

Notes for Lessor when negotiating Lease

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

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

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



COUNCIL ACTION FORM

Date: 7/3/2025

Presented By: Mahoney

Subject: Appointment and authorization of contract for City Administrator Agenda Item: 15

Description:

Mayor Mahoney recommends the appointment of James Ferneau as City Administrator. The proposed resolution formally approves Mr. Ferneau's appointment and authorizes execution of the accompanying employment contract, which outlines the terms and conditions of his role. This action will support a smooth leadership transition and ensure continued effective management of city operations.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Ferneau sworn in as Interim City Admin

Date

6/5/2025

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

A RESOLUTION APPROVING THE APPOINTMENT OF JAMES FERNEAU AS CITY ADMINISTRATOR AND AUTHORIZING THE APPROVAL AND EXECUTION OF THE EMPLOYMENT CONTRACT

WHEREAS, the City Council has determined the need to fill the position of City Administrator; and

WHEREAS, James Ferneau has been selected as the most qualified candidate for the position of City Administrator; and

WHEREAS, an employment contract detailing the terms and conditions of employment for James Ferneau has been negotiated and agreed upon by both parties; and

WHEREAS, the City Council has reviewed the proposed employment contract and found it to be in the best interest of the City to approve;

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

1. **Approval of Appointment:** The City Council hereby approves the appointment of James Ferneau as the City Administrator for the City of Keokuk, effective July 3, 2025.
2. **Approval of Employment Contract:** The City Council hereby approves the employment contract between the City and James Ferneau, a copy of which is attached hereto as **Exhibit A**.
3. **Authorization to Execute:** The Mayor is hereby authorized and directed to execute the employment contract on behalf of the City.
4. **Effective Date:** This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 3rd day of July 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

Keokuk City Administrator Employment Agreement

This agreement made and entered into by the City of Keokuk, Iowa, State of Iowa, a municipal corporation ("the CITY") and James Ferneau, ("the EMPLOYEE"):

WHEREAS, the CITY desires to appoint and employ the services of EMPLOYEE as City Administrator of the City of Keokuk, Iowa as provided by Chapter 2.13 of the Keokuk, Iowa Code of Ordinances; and

WHEREAS, it is the desire of the City Council of Keokuk ("the Council") to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the Council to appoint, secure and retain the services of the EMPLOYEE and to set terms for continued employment and termination; and

WHEREAS, the EMPLOYEE desires to be appointed and to serve as City Administrator for the CITY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. AGREEMENT:

The CITY hereby agrees to appoint Employee as City Administrator for the CITY, to perform the functions and duties specified in the City of Keokuk, Iowa Code of Ordinances Title 1, Chapter 9, et seq. and to perform other legally permissible and proper duties and functions as are assigned to EMPLOYEE by the City Council of the CITY.

2. SALARY:

The CITY agrees to pay Employee for professional services an initial annual salary of \$150,000. Salary will thereafter be reviewed in conjunction with the general annual salary review of all City employees. The key performance indicators for all subsequent pay increases will be the efficiency and skill with which Employee accomplishes the tasks set forth in Title 1, Chapter 9, and the ability of Employee to form a professional rapport with the Council and staff.

3. TERMS OF EMPLOYMENT:

A. Pursuant to Chapter 2.13, the City Administrator is appointed for an indefinite term and the CITY may at any time terminate or suspend the employment of the EMPLOYEE by a majority vote of the Council and with advance written notice as provided herein.

B. The EMPLOYEE may at any time resign from the position as City Administrator with advanced written notice as provided further herein.

C. This agreement shall remain in full force and effect from the final execution of Employee and the Council until terminated by the CITY or as terminated by the EMPLOYEE as provided in this agreement.

4. TERMINATION AND SEVERANCE PAY:

A. After the first year of employment, in the event EMPLOYEE is terminated by the CITY during such time as EMPLOYEE is willing and able to perform duties under this agreement, then in that event CITY agrees to pay EMPLOYEE, from the last day of employment, a maximum payment equal to nine (9) months' aggregate salary, as severance pay, payable in a lump sum and the CITY will pay the single or family health insurance premium, which ever may be applicable, for nine (9) months from the last day of employment. "Termination" as described in Section 4B below shall apply. Severance pay does not include any pension contributions, other insurance, or other compensation of any kind other than the EMPLOYEE'S salary and benefits. This is provided; however, that in the event EMPLOYEE is terminated for cause, the CITY shall have no obligation to pay the aggregate severance sum or health insurance designated in this paragraph. Cause is defined as, but not limited to: EMPLOYEE'S theft of City property; EMPLOYEE'S dishonesty; EMPLOYEE'S failing to cure or correct, after receiving specific written notice from the City of areas of material deficiency; EMPLOYEE'S material violation of the City's rules, regulations or policies; EMPLOYEE'S willful neglect of duty; EMPLOYEE'S conviction of a crime or immoral act which would materially damage the reputation of the City or affect the performance of job duties due to impairment of the Council's or the public's trust in EMPLOYEE; or EMPLOYEE'S malfeasance in office.

B. In the event the CITY at any time during the term of this agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all Department Heads of the CITY, or in the event the CITY refuses following written notice, to comply with any other provision benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion without actual cause as defined in 4A above, whether formal or informal, by the majority of the Council that EMPLOYEE resign, then, in that event, EMPLOYEE may, at EMPLOYEE's option, be deemed to be "terminated" at the date of such reduction.

C. If EMPLOYEE voluntarily resigns this position with the CITY, EMPLOYEE shall provide the CITY with sixty (60) days' written notice in advance unless the parties otherwise agree. If Employee voluntarily resigns, the severance provisions set forth above do not apply.

D. Notice of termination of employment of EMPLOYEE by the CITY shall be in

writing as required by Iowa Code Section 372.15, unless waived by agreement of EMPLOYEE. Notice shall be sent thirty (30) days prior to the effective date of termination unless said Notice is for cause where continued employment would be improper or impractical.

E. Acceptance of severance pay under this agreement shall constitute an acceptance of termination and a waiver of hearing under Iowa Code 372.15, as well as all other claims upon or challenges to the termination or claims for additional compensation of any kind, with the exception of unemployment insurance.

5. PERFORMANCE EVALUATION:

A. The City Council or its designee shall review and evaluate the performance of EMPLOYEE approximately ninety (90) days from start date of employment, one hundred eighty (180) days from the date of employment, and then at least once annually each year thereafter. Annual reviews shall take place in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria which may be modified as the City Council may from time to time determine, in consultation with the EMPLOYEE. Further, the Council shall provide the EMPLOYEE with a summary written statement of the findings of the Council and provide an adequate opportunity for the EMPLOYEE to discuss the evaluation with the City Council. EMPLOYEE agrees to request all reviews be held in closed session under Iowa Code Section 21.5(1)(i) and EMPLOYEE's signature on this document shall constitute a standing written request for the same.

B. Annually, the Council and EMPLOYEE shall define goals and performance objectives which they determine necessary for the proper operation of the CITY and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Council and EMPLOYEE mutually agree to abide by the provisions of applicable law.

6. HOURS OF WORK:

It is recognized that EMPLOYEE must devote a great deal of time outside of the normal office hours to the business of the CITY and the EMPLOYEE shall be charged with the responsibility of spending whatever hours are necessary in properly carrying out EMPLOYEE's duties.

7. VACATION AND SICK LEAVE:

A. As an inducement to the EMPLOYEE for him to become City Administrator, at signature hereof, the EMPLOYEE shall be credited with one hundred and twenty (120)

hours of vacation leave for the first year of employment. Thereafter, on the annual anniversary of employment start date, EMPLOYEE's hours of vacation leave will follow the City's adopted personnel policy for vacation leave, whichever allowance is greater. Up to forty (40) hours of vacation may be carried over to an anniversary date, per City Employee Handbook.

B. The EMPLOYEE shall accrue sick leave per City policy.

C. In the event the EMPLOYEE'S employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, and other benefits to date, excluding sick leave.

8. HEALTH INSURANCE: The CITY agrees to provide EMPLOYEE access to the CITY'S medical insurance plan, with coverage as allowed by the CITY policy.

9. RETIREMENT BENEFITS: The CITY agrees to pay its share of Iowa Public Employee's Retirement System (IPERS) or an equivalent amount to a deferred compensation plan of the EMPLOYEE's choosing on behalf of the EMPLOYEE in accordance with applicable state laws and regulations.

10. DUES AND SUBSCRIPTIONS:

The CITY agrees to budget an amount specifically designated to pay for the professional dues and subscriptions of EMPLOYEE for membership in the International City Management Association and the Iowa City/County Management Association and for other necessary memberships for continuation and full participation in regional, state and local associations and organizations necessary and desirable for continued professional participation, growth and advancement, and for the good of the CITY, subject to the approval of the City Council.

11. PROFESSIONAL DEVELOPMENT:

A. The CITY hereby agrees to budget for and to pay the registration, travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for the CITY, including particularly the Iowa City/County Management Association Summer Conference, the Iowa League of Cities Annual Conference, the Iowa Municipal Management Institute, and the ICMA annual conference. Further conferences may be approved and budgeted in advance by the City Council.

B. The CITY also agrees to budget and to pay for the registration fees, travel, and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY, subject to City Council approval.

12. CIVIC CLUB MEMBERSHIP:

The CITY recognizes the desirability of representation in and before local civic and other organizations, and EMPLOYEE is authorized to become a member of one (1) such civic club or organization, for which the CITY shall pay all dues. This will not include any country club dues or expenses.

13. INDEMNIFICATION:

The CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of EMPLOYEE'S duties or responsibilities, unless the act or omission involved willful and wanton conduct. The EMPLOYER shall indemnify EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings and any other liabilities incurred by, imposed upon, or suffered by such EMPLOYEE in connection with or resulting from any claim, action suit, or proceeding, actual or threatened, arising out of or in connection with the performance of EMPLOYEE'S duties. EMPLOYEE will fully cooperate with the city in the settlement, compromise and settlement of such claim or suit. The CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This provision does not apply to acts of the EMPLOYEE constituting fraud or gross negligence.

14. BONDING: The CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under law, if any.

15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The City Council in consultation with the City Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, or any other law.

B. All provisions and regulations and rules of the CITY relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of the CITY in addition to said benefits enumerated specifically for the benefit of EMPLOYEE except as herein provided.

C. EMPLOYEE shall be entitled to receive the same vacation payout as are accorded

Department Heads, including provisions governing accrual and payment therefore on termination of employment.

D. The CITY agrees to provide the EMPLOYEE with a smartphone for City use.

E. The EMPLOYEE will be required to establish primary residency within the Keokuk city limits with six (6) months of employment start date and maintain said primary residency for the duration of employment with the City unless the parties agree otherwise.

F. After a year of employment, the CITY agrees to, upon the providing of acceptable documentation, reimburse Employee a lump sum payment up to Four Thousand Dollars (\$4,000) for any relocation and moving expenses, storage costs, insurance charges, rent and any other miscellaneous expenses incurred with respect to moving to Keokuk, including packing materials and direct costs associated with the sale of the Employee's existing personal residence, and real estate agent fees and other closing costs directly associated with the purchase and sale of property.

16. NO REDUCTION OF BENEFITS: The CITY shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of the EMPLOYEE except to the degree of such reduction across-the-board for all employees of the CITY.

17. NOTICES: Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

a. CITY: Mayor, City of Keokuk
501 Main Street
Keokuk, IA 52632

b. EMPLOYEE: _____

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

18. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the EMPLOYEE.

C. If any provision, or any portion thereof, contained in this agreement is held

unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Keokuk, Iowa has caused this agreement to be signed and attested by the Mayor, its City Clerk, and the EMPLOYEE has signed and executed this agreement, both in duplicate, the day and year first above written. Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:

CITY OF KEOKUK, IOWA

EMPLOYEE:

BY:

K.A. Mahoney, Mayor

James Ferneau, Employee

ATTEST:

Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: July 3, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: Iowa DOT Supplemental Agreement Agenda Item: _____

Description:

Approve and allow the Mayor to sign the Iowa Department of Transportation Supplemental Agreement For Maintenance of Primary Roads in Municipalities. This agreement shall be in effect from July 1, 2025 to June 30, 2026.

This is an annual agreement stating that the Iowa DOT agrees to pay the City the following amount after the work has been completed: \$70,373.10

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Recommend that Iowa DOT Supplemental Agreement be approved.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN SUPPLEMENTAL
AGREEMENT BETWEEN THE CITY OF KEOKUK AND THE IOWA
DEPARTMENT OF TRANSPORTATION**

WHEREAS the Iowa Department of Transportation (IA DOT) requires an annual supplemental agreement; and

WHEREAS the agreement supplements the agreement for maintenance and repair of primary roads in municipalities; and

WHEREAS the City will receive \$70,373.10 for the city to maintain primary roads within the corporate limits of the municipality; and

WHEREAS the agreement is in effect from July 1, 2025, to June 30, 2026.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the Mayor be authorized to sign the supplemental agreement with the IA DOT.

Passed this 3rd day of July 2025.

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui



Iowa Department of Transportation
SUPPLEMENTAL AGREEMENT
For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Keokuk,
Lee County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of
Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 01, 2021, and in effect from July 1, 2021, to June 30, 2026.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of 2415.00 / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
Ext. of US 136	Main Street	Jct. US61-US 136	9.80	\$23,667.00
Ext. of US 136	Mississippi River Br	Seventh Street	1.64	\$ 3,960.60
Ext. of US 218	Seventh Street	S Jct. US 61-218	17.7	\$42,745.50
Totals			29.14	\$70,373.10

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed: \$70,373.10

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2025 to June 30, 2026 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Keokuk
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
District Engineer

Date _____

Date _____



COUNCIL ACTION FORM

Date: June 26 2025

Presented By: Casey Barnes

Subject: Nuisance Demolition - 1103 Orleans Agenda Item: 17

Description:

1103 Orleans is owned by Chris Soice. Communications with the homeowner have failed.

1103 Orleans is in poor condition, the roof has failed on the house and garage. The property has been vacant for several years and the city has contracted nuisance abatements for mowing, securing, removal of dangerous tree limbs, etc.

Three bids were received, CCS was the low bidder at \$8,500.00, the high bid on this property was \$15,000. Liens have and will continue to be placed on properties.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve mayor to sign demolition contract.

Approve mayor to sign demolition contract.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

BID OPENING - 17/19 & 21 SOUTH 5TH STREET

August 30, 2024 @2:01 p.m.

Bid Results				
Staff present at opening: Amy Benson, Casey Barnes				
Public: Tevin Williams, Kevin Thomas, Adam Johnson, Dan Laursen				
Contractor	17/19 S 5th	21 S. 5th	TOTAL	
Wynn	84,000	74,000	158,000	Withdrew
CCS	96,000	84,000	180,000	
Dansco	149,000	99,500	248,500	
Keokuk Contractors	127,000	125,000	252,000	
Environmental Edge	430,000	430,000	860,000	

Please note that the buildings were bid separately for the purpose of filing liens against each individual property.

RESOLUTION NO.

**A RESOLUTION AUTHORIZING MAYOR TO SIGN DEMOLITION
CONTRACT FOR A SINGLE-FAMILY DWELLING LOCATED AT 1103
ORLEANS AVENUE**

WHEREAS the City solicited bids for the demolition of a single-family dwelling located at 1103 Orleans Avenue; and

WHEREAS, both the house and garage are unsafe due to general long-term neglect; and

WHEREAS, three bids were received, the low bid was \$8,500, submitted by Commercial Contracting Services of Keokuk.

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

That, the City Council hereby accepts the bid submitted by Commercial Contracting Services of Keokuk in the amount of eight thousand five hundred dollars and no cents (\$8,500.00) and authorizes the Mayor to sign a contract for said demolition.

BE IT FURTHER RESOLVED that special assessment be filed with the Lee County Treasurers Office against the properties for the total amount expended for demolition and related expenses if invoice is not paid within thirty (30) days of billing the property owner.

Passed & Approved this 3rd day of July 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk