

AGENDA
CITY COUNCIL MEETING
June 5, 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 & Council Workshop of May 15, 2025;
 - Resolution Approving a Liquor License for Casey's #2636, 3530 Main Street, Class E Retail Alcohol License – effective July 1, 2025;
 - Approve Cigarette/Tobacco Licenses for July 1, 2025-June 30, 2026;
 - Approve a Device Retail Permit for Davenport Tobacco & Vape Inc. DBA Greenleaf Tobacco & Vape, 3360 Main Street, Suite 5, permit to expire June 30, 2026;
 - Sidewalk Display Permit for Angelini's Pizza Inc, 1006-1008 Main Street to expire April 2026;
 - Resignation of Terry Brackelsberg from the Keokuk Veterans Memorial Commission, effective May 13, 2025;
 - Approve a Special Event Permit for City of Hamilton (Tommy Buckert) Flags Over the Mississippi, June 14, 2025 (rain date June 15) 3rd & Main to Bridge, 11 a.m. to 4 p.m.;
 - Approve a Special Event Permit for Main Street Keokuk, Inc., Summer Fun & Fundraiser, Saturday, June 21, 2025, N. 5th Street between Main Street and alley, 8 a.m. to 10 p.m.;
 - Motion to pay bills and transfers listed in Register No.'s 5474-5476;
7. Motion to approve the third & final reading of an Ordinance amending Section 9.28.040 dealing with parking regulations for the Northerly side of South 18th Street from Main Street to Carroll Street.
8. Consider resolution amending engineering fees for Shoemaker & Haaland for Grand Avenue from North 17th to Boulevard Road Reconstruction Project.
9. Consider resolution to purchase a tractor and two mowers.
10. Consider resolution approving a contract for Transportation Services with Southeast Iowa Regional Planning Commission.
11. Consider resolution of support for a Workforce Housing Tax Credit (WHTC) application to be submitted to the Iowa Economic Development Authority (IEDA) by Main Street Keokuk, Inc.
12. (a) Consider resolution appointing UMB Bank, N.A. of West Des Moines, Iowa to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.

(b) Consider resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$5,500,000 General Obligation Capital Loan Notes, Series 2025, and levying a tax to pay said notes; approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

13. Consider resolution approving a contract to reconstruct the alley at North 6th Street.
14. Consider resolution approving vehicle purchase for the Keokuk Police Department.
15. Consider resolution setting the time and place to conduct a public hearing to repeal Title 19 Plat and Subdivisions of the Keokuk Municipal Code and adopt a new Title 19 Subdivisions.
16. Consider resolution setting the time and place to conduct a public hearing on a request to amend Title 20, of the Keokuk Municipal Code by adding adaptive reuse of special use buildings in residential zoning districts.
17. Consider resolution authorizing the Mayor to sign demolition contract for a single-family dwelling located at 623 S. 3rd Street.
18. Council Liaison Reports:
19. Staff Reports:
20. New Business:
21. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
May 15, 2025
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on May 15, 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 Dave Hinton, Deputy City Clerk Amy Benson, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, and Police Chief Zeth Baum.

MAYOR’S CORRESPONDENCE: Informed of upcoming area events.

CITIZENS’ REQUEST: Jim Ronner had questions regarding which side of the street motorized wheelchair should be traveling on, why the intersection at 18th & Main on the North side was not ADA compliant and wanted to know when the street lights at Farm & Home would be fixed. Chris Dodge spoke about concerns with the homeless community and inquired about the status of the Homeless Shelter.

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

- Minutes of the City Council meeting & Council Workshop of April 28, 2025;
- Minutes of the Regular City Council meeting of May 1, 2025;
- Cash Receipts & Treasurer’s Report for April 2025;
- **RESOLUTION NO. 213-2025:** Approving a Liquor License for Santanas Mexican Restaurant, 3753 Main Street, Class C Retail Alcohol License – effective June 8, 2025;
- **RESOLUTION NO. 214-2025:** Approving a Liquor License for Keokuk Yacht Club, Inc., 2029 Mississippi River Road, Class C Retail Alcohol License – effective June 8, 2025;
- Resignation of Jason James from the Rand Park Pavilion Commission, effective immediately;
- Appointment of David Grogan to the Grand Theatre Commission, term to expire November 5, 2028;
- Special Event Permit for KCSD, All-Staff School District Kickoff & Back to School Bash, August 18, 2025 @ Rand Park Shelter & Rand Park Pavilion all day;
- Special Event Permit for KARE, Juneteenth, Concert – Parade – Festival, Wednesday, June 18, 2025, Main Street & Rand Park 10 a.m. to 8 p.m.;
- Motion to pay bills and transfers listed in Register No.’s 5471-5473;

Mayor Mahoney opened the public hearing at 5:44 p.m. on amendment to the Fiscal Year 2024-2025 Annual Budget. A public hearing notice was published in the Daily Gate City on May 2, 2025.

COMMENTS: Mayor Mahoney gave an overview.

There being no more comments or objections, Mayor Mahoney closed the public hearing at 5:45 p.m.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 215-2025:** “A RESOLUTION AMENDING BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2025, ANNUAL BUDGET.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Tillman to approve the second reading of an Ordinance 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.

Motion made by Cackley, second by Tillman to approve the following proposed **RESOLUTION NO. 216-2025:** “A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EOCENE ENVIRONMENTAL GROUP FOR A CULTURAL RECONNAISSANCE SURVEY.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Dade to approve the following proposed **RESOLUTION NO. 217-2025:** “A RESOLUTION AWARDED CONTRACT FOR GRAND AVENUE 2025 RECONSTRUCTION FROM NORTH 17TH TO BOULEVARD ROAD PROJECT.” (8) AYES, (1) NAY - Walker. Motion carried.

Motion made by Tillman, second by Dade to approve the following proposed **RESOLUTION NO. 218-2025:** “A RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$5,500,000* (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES SEROES 2025; AND APPROVING THE FORM AND AUTHORIZING EXECUTION OF A NOTE PURCHASE AGREEMENT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Crenshaw to approve the following proposed **RESOLUTION NO. 219-2025:** “A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC HEARING ON A REQUEST TO AMEND TITLE 20, OF THE KEOKUK MUNICIPAL CODE BY ADDING ADAPTIVE REUSE OF SPECIAL USE BUILDINGS IN RESIDENTIAL ZONING DISTRICTS.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 220-2025:** “A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC HEARING TO REPEAL TITLE 19 PLAT AND SUBDIVISIONS OF THE KEOKUK MUNICIPAL CODE AND ADOPT A NEW TITLE 19 SUBDIVISIONS.” (9) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Carroll gave an update on the Riverfront Trail Project.

Mayor Mahoney announced that the City had reached an agreement to hire James Ferneau as the Interim City Administrator, Mr. Ferneau will sign his contract Friday, May 16, 2025, and will begin work on Monday, May 19, 2025.

Motion made by Tillman, second by Walker to adjourn the meeting at 6:07 p.m.

**MINUTES
COUNCIL WORKSHOP
May 15, 2025
IMMEDIATELY FOLLOWING REGULAR MEETING**

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

STAFF PRESENT: Hinton, Benson, Broomhall, Carroll and Baum.

Community Development Director Pam Broomhall explained and answered questions regarding Zoning and Subdivision Ordinance. Specifically, regarding the church at 1028 Exchange Street.

The meeting adjourned at 6:23 p.m.

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS E RETAIL ALCOHOL LICENSE FOR
CASEY'S #2636, 3530 MAIN STREET**

WHEREAS, Application has been made by Casey's Marketing Company for a Class E Retail Alcohol License for Casey's General Store #2636, 3530 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, Casey's Marketing Company 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 Casey's General Store #2636, 3530 Main Street, effective July 1, 2025, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 5th day of June 2025.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

Council Meeting Agenda June 5, 2025
CIGARETTE PERMITS 2025-2026

Walgreens #05886
1215 Main Street

Greenleaf Tobacco & Vape
3360 Main Street Ste 5

Wal-Mart
300 North Park Drive

Keokuk Spirits
1013 Main Street

MOD Convenience Store
3345 Main Street

Dollar General
300 Main Street

Hy-Vee Food Store
3111 Main Street

Hy-Vee Fast and Fresh
3001 Main Street

Casey's General Store #2595
326 Main Street

Casey's General Store #2636
3530 Main Street

Hometown Wine & Spirits
1501 Main Street

West K Mart
707 Palean Street

< CITY OF KEOKUK

Device Retailer License Review

CITY OF KEOKUK

1908371807

>

[Application Information](#)

Legal Ownership Information

Name of sole proprietor, partnership, : DAVENPORT TOBACCO & VAPE INC
corporation, LLC, or LLP

Type of ownership : Corporation

Primary office address : 3388 MIKE COLLINS DR EAGAN MN 55121-2410

Legal Ownership Phone : 319-440-2001

Legal Ownership Email : mkmirib@gmail.com

Application Information

Sales Permit Number: : 305503626

Location Name : GREENLEAF TOBACCO & VAPE

Location Phone Number : 319-313-9992

Location Address : 3360 MAIN ST STE 5 KEOKUK IA 52632-2262

Location Mailing Address : 3020 E 53RD ST DAVENPORT IA 52807-3012

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 1,500.00

Types of Sales : Over the Counter

Type of Establishment : Tobacco store

Does this retail location ensure that : Yes
no person younger than 21 years of
age is present or permitted to enter
at any time?

Corporate Officers

Title	Name	Address
Authorized Individual	MIRIB, MAHMOUD	45 W JEFFERSON ST WATERLOO IA 50701-1328

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Does this retailer hold a valid retail tobacco permit at this location? *

Yes	No
-----	----

Select a Decision *

Approve	Deny
---------	------



Cancel

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Your online session will timeout after 30 minutes of inactivity. All unsaved information will be lost.

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SIDEWALK DISPLAY PERMITS 2025-2026

06/05/2025 Council Meeting

Angelini's Pizza Inc.
1006-1008 Main Street

May 1, 2025

To WHOM IT MAY CONCERN

I, Terry Brackelsberg, am officially resigning from the Keokuk Veterans Memorial Commission effective May 13, 2025. It has been my pleasure to serve on this commission. We are moving to Georgia, wishing you all the best.

Terry Brackelsberg

A handwritten signature in cursive script, reading "Terry Brackelsberg". The signature is written in dark ink and is positioned below the printed name.

Make It Yours KEOKUK I O W A

SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

Some permits for events may require additional time for approval.

(For example: Parades requiring use of a state highway)

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

1. APPLICANT INFORMATION

Applicant: City of Hamilton - Tommy Buckert
Name/Event: Flags Over the Mississippi
Coordinator: Tommy Buckert
Mailing Address: 1010 Broadway Hamilton, Ill. 62341
Daytime Phone #: 319-795-6624 Evening Phone #: _____
Email Address: t-buckert@yahoo.com

2. EVENT INFORMATION

Type of Event:
Flag parade across Keokuk-Hamilton bridge
Days/Dates of Event:
June 14, 2025 Rain date June 15, 2025
Time(s) of Event: (Include Set Up/Tear Down Time)
11:00 AM to 4 PM
Event Location:
From 3RD & Main to bridge & bridge
Will event require an alcohol license or require modification of an existing license? _____ Yes X No

3. REQUEST INFORMATION (Check All Applicable Lines)

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

- ☐ Temporarily park in a "No Parking" area (specify location :)
- ☐ Temporarily close a street for a block party (specify street :)
- ☐ Temporarily install structure in street right-of-way.
- ☐ Permanently install structure in street right-of-way.
- ☐ Use of City Park (specify park :)
- ☐ Parade (attach map of route and indicate streets to be closed)
- ☒ Walk/Run (attach map of route and indicate streets to be closed)
- ☒ Banner (specify location :) *On vacant lot corner 2ND & Main*
- ☒ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft. *In Mall Parking Lot*
- ☐ Fireworks (specify location :)
- ☐ Other (please specify :)

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

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

5. SOUND SYSTEMS

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

Duration of event: *Sound system used to start event at noon*

Please indicate if the following will be used:

- ☒ Amplified Sound/Portable Speaker System *At approach to bridge*
- ☐ Public Address System
- ☒ Recorded Music *At Mall*
- ☐ Live Music

6. **SANITATION**

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

Will additional restrooms be brought to the site? X Yes _____ No If yes, how many? 1

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

Contact Person: Johnny Buckner Address: 1010 Broadway Hamilton
Daytime Phone: 319-795-6624 Evening Phone: _____

7. **SECURITY**

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

What type of security will be provided?

2 Number of Off-Duty Police Officers

Names:

8. **INSURANCE**

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

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

Participants are also required to sign a liability waiver before being issued a Flag at the event.

9. **AGREEMENT**

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

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


Applicant/Sponsor Signature

5-27-25
Date

DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

Recommended Conditions: _____

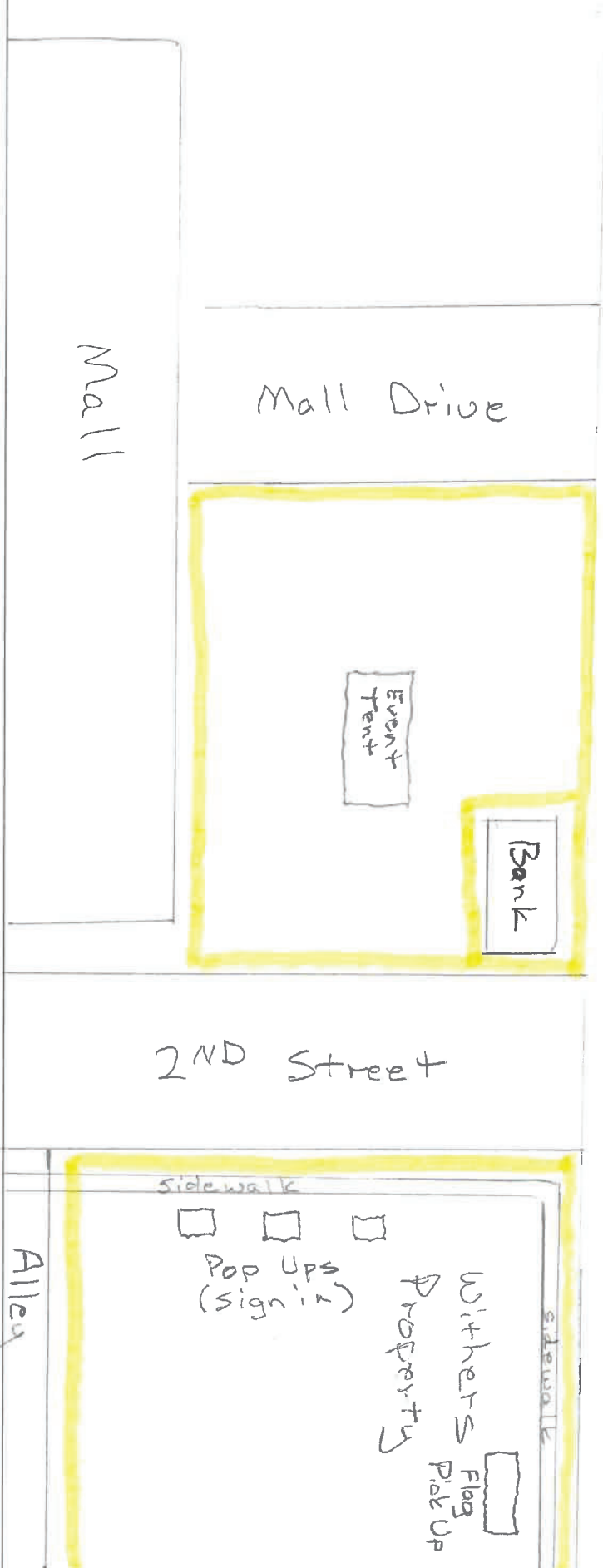
CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature Date Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

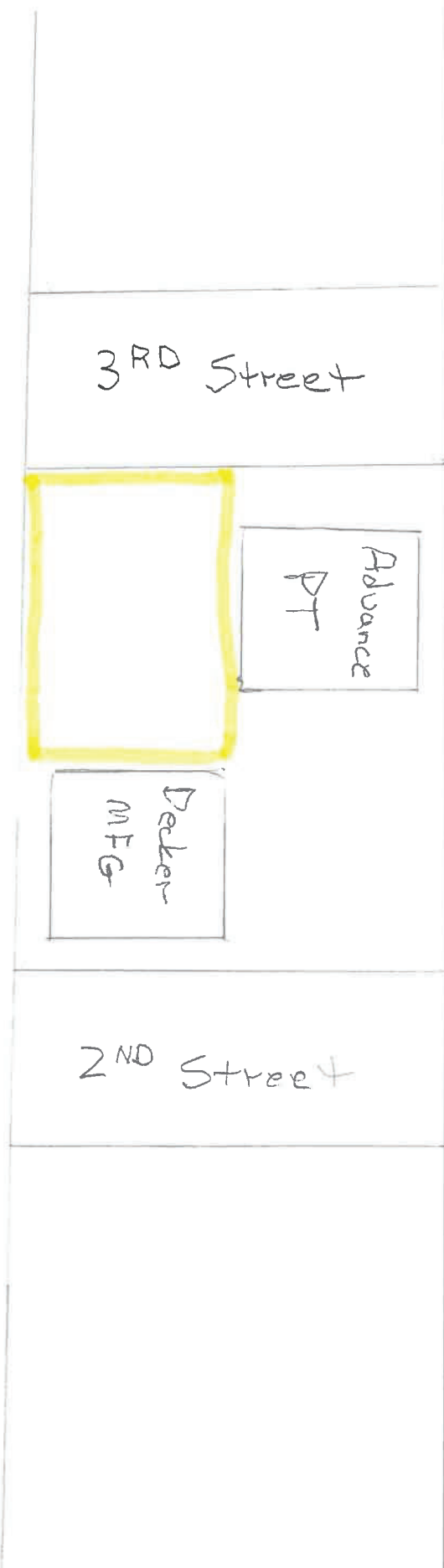
Date of City Council Approval (if required): _____

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



Main Street

Keokuk
Hamilton
Bridge





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Illinois Municipal League Risk Management Association
c/o Cannon Cochran Management Services, Inc.
Towne Centre Building
2 East Main Street
Danville, IL 61832

CONTACT NAME: Julia Reynolds
PHONE (A/C, No. Ext): (217) 444-1199 **FAX (A/C, No):** (217) 477-6799
E-MAIL ADDRESS: jreynolds@ccmsi.com

INSURED
CITY OF HAMILTON
ATTN: MICHELLE DORETHY
1010 BROADWAY STREET
HAMILTON IL 62341-1535

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Illinois Municipal League Risk Management Association	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		0696B0241	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
A	GEN'L AGGREGATE LIMIT APPLIES PER:		0696B0241	1/1/2025	1/1/2026	GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		0696B0241	1/1/2025	1/1/2026	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY					\$
A	<input type="checkbox"/> UMBRELLA LIAB		0696B0241	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 7,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE \$ 16,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE				\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		0696B0241	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
						E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	PROP / IM / APD		0696B0241	1/1/2025	1/1/2026	per occurrence 250,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF KEOKUK, ADDITIONAL INSURED, ONLY AS RESPECTS USE OF PROPERTY FOR FLAGS OVER THE MISSISSIPPI EVENT ON JUNE 14, 2025 (RAIN DATE JUNE 15, 2025) FROM 11:00AM TO 2:00PM. COVERAGE DOES NOT APPLY TO BIPD CAUSED BY SOLE NEGLIGENCE OF ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF KEOKUK

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED RE

Julia Reynolds

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ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION

**ENDORSEMENT #65
GENERAL PURPOSE ENDORSEMENT
ADDITIONAL COVERED PARTIES USE OF PREMISES BY MEMBER
COVERAGE ENDORSEMENT**

Member: CITY OF HAMILTON

Agreement No. 0696B0241

Effective Date: 01/01/2025 - 01/01/2026

Named Additional Protected Party or Entity: *City of Keokuk*

Premises and Event: *Use of property for Flags Over the Mississippi Event on June 14 (rain date June 15)*

With Respect to Contract or Agreement Titled (if applicable): *N/A*

Protection extends to the additional protected party or entity, and its employees, and agents.

COVERAGE EXTENSION. The coverages afforded by forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6, including all terms, conditions, limitations, exclusions and provisions contained therein, are extended to include the coverage afforded hereunder subject to the following additional limitations:

A. The coverage provided to the additional protected party or entity applies only to "bodily injury" or "property damage", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

~~The acts or omissions of the Member or those acting on behalf of the Member:~~

- a. in the performance of the Member's ongoing operations at the designated event; or
- b. in connection with the designated premises owned by or rented to the Member

Coverage does not apply to "bodily injury" or "property damage" if the acts or omissions of the Member or those acting on behalf of the Member did not directly cause the "occurrence", "wrongful act" or other incident that results in a claim against the additional protected party or entity.

Coverage does not apply to "bodily injury" or "property damage" caused by the sole negligence of the additional protected party or entity.

The coverage provided to the additional protected party or entity is subject to all other terms, conditions, and exclusions of the Association coverage grant(s).

B. However, regardless of the provisions of paragraph A above:

1. The Association will not extend any coverage to any additional protected party or entity:

- a. That is not provided to the Member in the underlying coverage grants;
- b. That is any broader coverage than the Member is required to provide to the additional protected party or entity in any written contract or written agreement; and

2. The Association will not provide limits of coverage to any additional protected party or entity that exceed the lower of:

- a. The limits of coverage provided to the Member in the coverage grants; or
- b. The limits of coverage the Member is required to provide in any written contract or written agreement.

All other terms, conditions, limitations, exclusions and provisions of forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6 remain unchanged.

Waiver and Release

By this waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death, or damage to personal property associated with voluntary help/work for the Flag Day Celebration and hereby releases any Liability and Claims associated with that voluntary help/work. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future rights. I have signed this agreement freely, voluntarily, and under no duress. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

Circle if applicable: Veteran Y or N Active Military Y or N

Circle if resident: Hancock County Lee County

Participants Written Name

Participants Printed Name

Date: _____

THE 3RD ANNUAL HAMILTON CITY COUNCIL

Flags OVER THE MISSISSIPPI



Celebrate Flag Day With Us!

SATURDAY
JUNE 14
2025
11:00AM-2:00PM

RAIN | SUNDAY, JUNE 15
DATE | 11:00-2:00PM

MEET AT THE KEOKUK-HAMILTON BRIDGE

11:00 to 11:59am – Sign Waiver & Receive Lunch Ticket

11:50 to 11:59am – Norine Hammond

12:00 to 12:30pm – Lineup on Bridge

11:00 to 1:30pm – Local Fire Dept Trucks

11:00 to 2:00pm – **FREE** Pop with a Cop

11:00 to 2:00pm – **FREE HyVee** Lunch w/ Ticket

BLOCK PARTY IN MALL PARKING LOT

PARKING AVAILABLE AT THE KEOKUK RIVER CITY MALL

3X5 FLAG SPONSOR
\$25⁰⁰

PLEASE CALL
TOMMY BUCKERT
319-795-6624
-OR-
BRANDON WILSON
319-670-8251



Weichert.
REALTORS
The Massimo Group



TRI-STATE HEATING & ELECTRIC



All Flag Participants Must Sign a Waiver!

SMALL FLAGS FOR KIDS UNDER 16 W/ ADULT | LARGE FLAGS FOR 16+ W/ LICENSE



1310 KOKX 93.3

PATRIOTIC MUSIC ON
1310 KOKX 93.3FM
RADIOKEOKUK.COM + RADIO KEOKUK APP





SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

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

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

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

1. APPLICANT INFORMATION

Applicant: Main Street Keokuk, Inc.

Name/Event: Summer Fun & Fundraiser

Coordinator: Kira Kruszynski

Mailing Address: 1026 Main Street, Keokuk

Daytime Phone #: 319.524.5056 Evening Phone #: 319.520.6063

Email Address: director@mainstreetkeokuk.com

2. EVENT INFORMATION

Type of Event:

Fundraiser

Days/Dates of Event:

Saturday, June 21, 2025

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

8am to 11pm from set up to tear down; event time is 6:30-10pm

Event Location:

North 5th Street between Main Street and the alley

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

Dr. Getwell's is catering and will be modifying their license

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

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

- ☐ Temporarily park in a "No Parking" area (specify location :)
- ☒ Temporarily close a street for a block party (specify street :) North 5th Street, between Main & the alley
- ☒ Temporarily install structure in street right-of-way
- ☐ Permanently install structure in street right-of-way
- ☐ Use of City Park (specify park :)
- ☐ Parade (attach map of route and indicate streets to be closed)
- ☐ Walk/Run (attach map of route and indicate streets to be closed)
- ☐ Banner (specify location :)
- ☒ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
- ☐ Fireworks (specify location :)
- ☐ Other (please specify :)

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

- ☐ ⁸ Street barricades
- ☐ Emergency "No Parking" Signs
- ☐ Other (please specify :)

5. **SOUND SYSTEMS**

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

Duration of event: 6:30-10pm

Please indicate if the following will be used:

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

6. **SANITATION**

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

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

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

Contact Person: Kira Kruszynski

Address: 1026 Main Street

Daytime Phone: 319.524.5056

Evening Phone: 319.520.6063

7. **SECURITY**

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

What type of security will be provided?

2 Number of Off-Duty Police Officers

Names:

8. **INSURANCE**

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

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

9. **AGREEMENT**

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

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



Applicant/Sponsor Signature

5.28.2025

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LJ Insurance, Inc. 515 Main Street Keokuk IA 52632	CONTACT NAME: Jonna Schneider PHONE (A/C, No, Ext): (319) 524-4223 E-MAIL ADDRESS: jonnas@lj-insurance.com FAX (A/C, No): (319) 250-0913																					
INSURED Main Street Keokuk, Inc. 1026 Main Street Keokuk IA 52632	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Apogee Insurance Group</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Apogee Insurance Group		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2542311874**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NBP1573564	04/21/2025	04/21/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Keokuk is listed as Additional Insured on the General Liability

Back Alley Bandfest

CERTIFICATE HOLDER**CANCELLATION**

City of Keokuk P.O. Box 400 Keokuk IA 52632	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature Date Approved: _____ Denied: _____

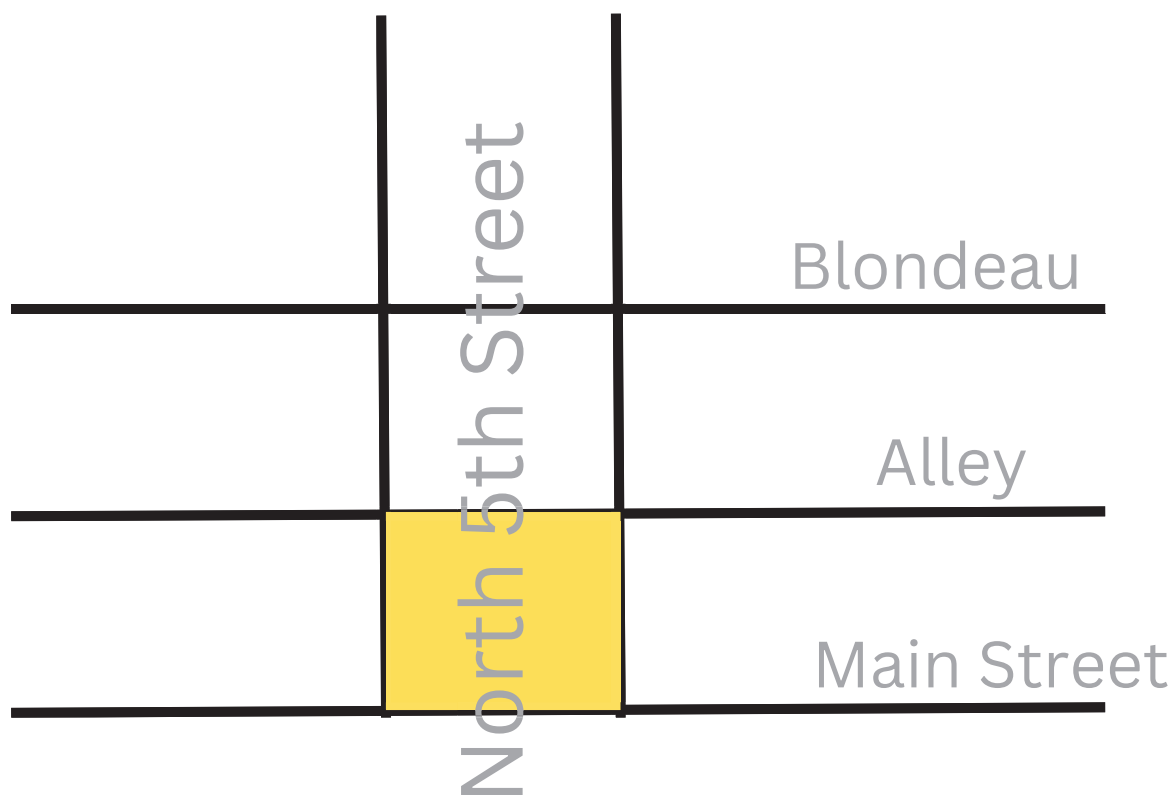
CONDITIONS IMPOSED: _____

Date of City Council Approval (*if required*): _____

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

Please see attached.

Summer Fun & Fundraiser
Event area noted in yellow



PAYMENT OF THE FOLLOWING FOR THE CITY ARE APPROVED & ACKNOWLEDGED TO PAY
THE SEMI-MONTLY BILLS FOR COUNCIL MTG. OF JUNE 5, 2025. **REGISTER NO. 5474**

ALTORFER INC.	PARTS	\$ 248.95
AMI PIPE & SUPPLY	REPAIR KIT, PARTS - AQUATIC CENTER	\$ 1,817.20
BEARING HEADQUARTERS CO.	REEL GATES SANITATION DEPT.	\$ 181.90
GATE CITY PUBLISHING	PUBLICATIONS	\$ 37.90
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL APRIL 2025	\$ 200.00
GRAY QUARRIES, INC	ROAD ROCK	\$ 89.66
KEOKUK HOMESTORE	SUPPLIES	\$ 30.57
RIVER CITY PARTS, INC.	PARTS	\$ 61.80
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 171.15
KONE INC.	OIL FILTERATION @ CITY HALL	\$ 2,731.00
S. J. SMITH WELDING SUPPLY	PARTS/SUPPLIES	\$ 128.86
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 1,588.50
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 2,550.25
TASKE FORCE, INC.	SERVICE	\$ 9,051.00
GALLS, LLC	SUPPLIES	\$ 63.13
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 332.22
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 461.88
ALLIANT	SERVICES	\$ 10,201.52
THE CARDBOARD BOX	UPS CHARGES	\$ 91.39
ENVIRONMENT RESOURCE ASSOCIATE	LAB SUPPLIES-WPC	\$ 228.30
HACH COMPANY	WPC LAB SUPPLIES	\$ 2,274.42
CENTURY LINK	SERVICE	\$ 959.23
GREAT RIVER REGIONAL WASTE	SERVICE	\$ 21,036.47
LEE COUNTY RECORDER/REGISTRAR	SERVICE	\$ 17.00
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES WPC	\$ 69.66
TRUCK REPAIR, INC	PARTS	\$ 53.10
DEMCO, INC	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 984.54
MEYERS PLUMBING	MATERIAL/LABOR AQUATIC CENTER	\$ 533.72
SHOEMAKER & HAALAND	PROFESSIONAL SERVICES	\$ 3,166.00
MODJESKI & MASTERS, INC.	BRIDGE INSPEC.3/30-4/27/25	\$ 1,160.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 742.14
ELECTRIC PUMP	CREDIT ON ACCOUNT	\$ (131.84)
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 6,095.80
SOUTHEASTERN COMMUNITY COLLEGE	CONT'D EDUCATION TUITION	\$ 778.00
HUFFMAN MACHINE & WELDING, INC	PARTS	\$ 1,450.74
ENDERLE HEATING & A/C COMPANY	MATERIAL/LABOR PUBLIC LIBRARY	\$ 2,045.45
HY-VEE, INC.	PRESCRIPTION KPD	\$ 10.07
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 351.45
SEIRPC	EPA BROWNFIELD CLEANUP GRANT	\$ 4,192.50
PER MAR SECURITY SERVICES	SERVICE	\$ 276.48
NORTH CENTRAL LABORATORIES	LAB SUPPLIES WPC	\$ 199.85
YOUNGGREN SHOES	SAFETY SHOES	\$ 198.37

REGISTER NO. 5475

LEE COUNTY AUDITOR	2025 YR 1 FLIGHT PICTOMETRY	\$	3,547.15
IOWA PRISON INDUSTRIES	SUPPLIES/SIGNS	\$	3,275.00
U.S. CELLULAR	SERVICE	\$	711.51
RON SYMMONDS	TOOL ALLOWANCE FY2024-2025	\$	686.32
FASTENAL COMPANY	SUPPLIES	\$	113.76
USA BLUE BOOK	SUPPLIES	\$	998.92
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$	(470.20)
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$	864.00
CAPITAL ONE	SUPPLIES	\$	482.14
DES MOINES STAMP MANUFACTURING	SUPPLIES	\$	64.50
FIRST CHRISTIAN CHURCH	ROOM RENTAL FEES FIRE DEPT.	\$	140.00
FIRE SERVICE TRAINING BUREAU	SERVICE	\$	50.00
MEDIACOM	SERVICE	\$	216.29
AMSTED RAIL COMPANY, INC.	FRANCHISE FEE REBATE	\$	34,715.30
QUICK SUPPLY COMPANY	SUPPLIES	\$	954.58
LUBY EQUIPMENT SERVICES	PARTS	\$	180.95
LCL FARMS INC.	BIO SOLID SPREADING MAY 2025	\$	6,964.52
SERVICEMASTER OF FT.MADISON	SERVICE	\$	531.20
MES SERVICE COMPANY, LLC	OFFICER BADGE KPD	\$	313.21
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$	30.32
UNITED STATES PLASTIC CORP.	PARTS WWTP	\$	21.34
IMI EQUIPMENT, LLC	PARTS	\$	2,659.29
SEILER INSTRUMENT & MFG.CO.INC	CATALYST ANNUAL	\$	2,275.00
UI HEALTH CARE MED CENTER	SERVOCE	\$	323.00
LEE COUNTY TREASURER	SPEC.ASSESSMENT FILING FEE	\$	55.00
BRITE-WAY WINDOW SERVICE	WINDOW CLEANIN	\$	215.00
CARD SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	338.30
FRESE ORNAMENTAL NURSERY, INC.	BUSHES, FLOWERS ETC.	\$	1,393.40
MIDWAY FREIGHTLINER,INC.QUINCY	SENSORS,EXHAUST CLAMP FIRE DPT	\$	(28.13)
WEST CENTRAL FS INC.	DIESEL GOLD - AIRPORT	\$	376.05
INTERSTATE BATTERIES OF	CREDIT ON ACCOUNT	\$	(50.00)
ANC PEST SOLUTIONS INC.	SERVICE KEOKUK PUBLIC LIBRARY	\$	150.00
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES WPC	\$	928.86
ACCO	POOL SUPPLIES	\$	4,985.44
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$	33.20
LIBERTY UTILITY IOWA	SERVICE VARIOUS ACCOUNTS	\$	8,326.61
RHOMAR INDUSTRIES, INC.	RHOMA-SOL 25GALLONS ST.DEPT.	\$	1,785.83
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$	472.00
LYNCH DALLAS, PC.	PROF.SERV ZONING BOA	\$	2,326.50
KIMBALL MIDWEST	PARTS	\$	93.00
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$	219.71
TSS	SERVICE	\$	125.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$	395.00

REGISTER NO. 5476

PROQUEST	ANCESTRY LIBRARY 7/25-6/2026	\$	1,562.91
SOUTHEAST IOWA GARAGE DOOR	SERVICE CALL/MATERIAL SEWER	\$	807.50
ICONNECTYOU	SERVICE	\$	729.32
ELM USA INC.	COMPOUND/SHIPPING LIBRARY	\$	79.95
MEMORIAL HOSPITAL	SERVICE	\$	425.17
QUINCY MEDICAL GROUP	SERVICE	\$	18.50
BRIGHTLY SOFTWARE, INC.	CONTRACT BUYOUT	\$	4,511.81
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$	126.00
DAILY GATE CITY	SUBSCRIPTION RENEWAL KFD	\$	145.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	900.00
AC CONTRACTING LLC	INSTALL HDMI CABLES @ KPD	\$	480.00
PET WASTE ELIMINATOR	PET WASTE ELIMINATOR	\$	64.99
JAMES BURTON	REIMB.TRAVEL EXPENSES KFD	\$	362.93
NEWBERRY LANDSCAPING LLC	NUISANCE PROPERTIES	\$	3,300.00
MCCLURE ENGINEERING CO	PROFESSIONAL SERVICES	\$	28,630.00
WALZ LABEL AND MAILING SYSTEMS	3MONTH JUNE-SEPT25 LEASE EQUIP	\$	292.05
SHARED IT INC	IT SERVICES	\$	62.50
TRI-STATE HEATING & ELECTRIC	NUISANCE MOWINGS	\$	2,400.00
REFERENCE	TECH SERVICES/TRIP CHARGE	\$	297.00
SCOTT'S ULTRA CLEAN LLC	JANITORIAL @ LIBRARY JUNE 2025	\$	1,375.00
EXCEL IT SERVICES	LIBRARY CLOUD SERVICE APR.2025	\$	371.53
SchraGIS Solutions	GIS MAINTENANCE UPDATE GIS	\$	300.00
COMMUNICATIONS ENGINEERING	3YR RENEWAL SOFTWARE UPGRADE	\$	5,064.45
MODERN MARKETING	LIBRARY CHALLENGE WALL CALENDR	\$	159.35
INSIGNIA SOFTWARE CORPORATION	SOFTWARE LICENSE APR25-MAR26	\$	8,000.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$	315.00
NATIONAL INDUSTRIAL & SAFETY	SUPPLIES WWTP	\$	199.90
ELITE LAWN AND LANDSCAPE LLC	NUISANCE PROPERTIES CLEANUP	\$	4,228.46
ZYNNOVATION LLC	TREE DIAPERS 48'DIAMETER	\$	363.02
ACCESS SYSTEMS LEASING	SERVICE KEOKUK PUBLIC LIBRARY	\$	184.29
HEY BRUCE INC.	MOWING,EQUIP MAINT @ AIRPORT	\$	900.00
JONES CONTRACTING CORP.	S.18TH ST RECONST.RIDGE-MAIN	\$	202,861.54
CENGAGE LEARNING INC./GALE	KEOKUK PUBLIC LIBRARY	\$	114.70
RUBBER SAFE LLC	20TONS BLACK RUBBER MULCH	\$	6,050.00
MCCLLOUD SERVICES	SERVICE	\$	119.32
BOLTON & MENK, INC.	PROFESSIONAL SERVICES	\$	3,292.50
MIKAYLA OSMAN	PERFORMANCE AGREEMENT@ LIBRARY	\$	50.00
ANDERSON RANCH MINI HIGHLANDS	EVENT KEOKUK PUBLIC LIBRARY	\$	500.00
PORTA-BUBS LLC	PORTABLE TOILETS BRIDGE DEPT.	\$	255.03
UAV SERVICES LLC	SERVICE	\$	100.00
JOSH HARMON	MEMORIAL PLAQUES	\$	400.00
MARTHA NEFF	GRAND THEATRE SUPPLIES MURAL	\$	1,080.00
		\$	439,998.92



COUNCIL ACTION FORM

Date: June 5, 2025

Presented By: Brian Carroll, P.W. Director

Subject: No Parking South 18th Street Agenda Item: 7

Description:

The public works department is requesting that no parking be allowed on the northerly side of South 18th Street from Main Street to Carroll Street. This was determined to be necessary when council decided to narrow South 18th Street for cost savings.

I would therefore recommend that no parking be allowed on the northerly side of South 18th Street between Main Street and Carroll Street.

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

Initial Reading passed

Date _____

May 1, 2025

Second Reading passed

May 15, 2025

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NO.

**AN ORDINANCE AMENDING SECTION 9.28.040
DEALING WITH PARKING REGULATIONS**

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

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

9.28.040 Prohibited parking on certain streets.

(64) The Northerly side of South 18th Street from Main Street to Carroll Street.

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

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

Initial reading by the Council on this 1st day of May 2025.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui

ROLL CALL: CRENSHAW – AYE WALKER – ABSENT MULLIN – ABSENT
CAKLEY – AYE DADE – AYE ANDREWS – ABSENT TILLMAN – AYE
BRYANT – AYE GREENWALD – AYE

AYES – 6

NAYS – 0

ABSENT – 3

Second reading by the Council on this 15th day of May 2025.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui

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

AYES – 9

NAYS – 0

ABSENT – 0

Third/Final reading by the Council on this 5th day of June 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: June 5, 2025

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

Subject: Grand Avenue Engineering Amendment Agenda Item: _____

Description:

The City of Keokuk previously awarded the engineering contract to Shoemaker & Haaland Engineering for the Grand Avenue from North 17th to Boulevard Road 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. After a field review was completed it was also determined that all curb & gutter should be replaced.

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 Shoemaker & Haaland for the design and reconstruction of the Grand Avenue Reconstruction Project by adding \$98,740 to the base fee, \$63,740 for design for a total of \$115,000.

An additional \$35,000 for construction services will be required as summarized in Amendment #1 of the Professional Services Agreement.

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: \$98,740.

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 Shoemaker & Haaland Professional Engineers for engineering services for the Grand Avenue from North 17th to Boulevard Road Project.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AMENDING ENGINEERING FEES FOR
SHOEMAKER & HAALAND
FOR GRAND AVE. FROM NORTH 17TH TO BOULEVARD ROAD
RECONSTRUCTION PROJECT**

WHEREAS The City of Keokuk previously awarded an engineering contract to Shoemaker & Haaland Engineering for the Grand Avenue Reconstruction Project from North 17th to Boulevard Road 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. This resulted in a substantial increase in design services; and

WHEREAS after a field review was completed, it was also determined that all curb and gutter should be replaced; and

WHEREAS due to the project design changing to Portland Cement Concrete and adding curb and gutter replacement, the engineers have submitted an amendment to the previous cost estimate for engineering services; and

WHEREAS the amendment to the original agreement with Shoemaker & Haaland adds \$98,740 to the base fee, \$63,740 for design for a total of \$115,000; and

WHEREAS an additional \$35,000 for construction services will be required as summarized in Amendment #1 of the Professional Services Agreement.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that an amendment for engineering fees in the amount of \$98,740 be therefore approved.

Passed this 5th day of June 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 1**

**2024 Mill and Fill Project
Grand Avenue 2025 Reconstruction from N 17th Street to Boulevard Road**

This Amendment made on the 5th day of June, 2025 between the City of Keokuk, Iowa (hereinafter referred to as City) and Shoemaker & Haaland (hereinafter referred to as Consultant).

WHEREAS, The City had originally intended to perform an asphalt Mill and Overlay on Grand Avenue between N. 17th St. and Boulevard Rd., limited, curb and gutter replacement extents; and

WHEREAS, After a field review it was determined that all curb and gutter should be replaced; and

WHEREAS, After pavement cores were received it was determined that the thickness of existing asphalt would not adequately support a mill and overlay; and

WHEREAS, These changes created resulting from unknown conditions created a substantial increase in the design services required; and

WHEREAS, The design life and return on investment are substantially greater for a roadway reconstruct vs a mill and overlay; and

WHEREAS, The project was bid on March 26, 2025 and is anticipated to be constructed and complete by October 5, 2025; and

WHEREAS, The City desires to have the designer involved during construction to ensure the design intent is met.

NOW THEREFORE, the City and the Consultant agree to amend the original Agreement as follows for the design and reconstruction of Grand Avenue:

The City and the Consultant agree to amend the Scope of Services as indicated in the original Agreement and City approved amendments, as follows:

- Perform alignment, pavement condition, and cross section analysis to determine the best approach to improving Grand Avenue.
- Perform supplemental survey at project tie in points and at selected areas along the back of existing curb.
- Establish a new horizontal and vertical alignment for the center line and curbs for new 32-foot-wide roadway.
- Design driveway returns to eliminate extensions into roadway.
- Design Portland Cement Concrete (PCC) pavement cross section with PCC curb and gutter.
- Design an Asphalt pavement cross section with PCC curb and gutter to be bid as an alternate.
- Provide project manual with base bid for PCC and alternate bid for asphalt with concrete curb and gutter.
- Provide layout data for new construction vs overlay.
- Provide bid items, quantities, and tabulations for PCC roadway reconstruction with alternate for asphalt vs an overlay.
- Attend project preconstruction conference.
- Perform shop drawing & submittal review.
- On-site observations and meetings. (be available for onsite observation up to 5hrs every month as well as attend virtual meetings on alternating weeks)
- Review of contractor change orders and contract amendments when requested.
- Review of compliance test reports.

- Review pay applications.

The City and the Consultant agree to amend the Schedule as indicated in the original Agreement, as follows:

- Provide project support services as outlined above thorough October of 2025

The City and the Consultant agree to amend the compensation paid to the Consultant for providing the Scope of Services as shown in the original Agreement, as follows:

- Add \$98,740 to the Base Fee amount for a total contract amended amount of \$150,000, as summarized in the following table:

Running Total Summary:

	Base Fee (with amendments)	Change in Running Total	Running Total
Original Contract	\$51,260.00	-	\$51,260.00
Amendment #1 Design Services	\$63,740.00	+\$63,740.00	\$115,000.00
Amendment #1 Construction Services	\$35,000.00	\$35,000.00	\$150,000.00

This Amendment is subject to all the terms and conditions of the original Professional Services Agreement dated May 13 2024. Upon execution of this amendment, this document shall become part of the original Professional Services Agreement as if bound therein.

This Amendment may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Amendment may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

CITY OF KEOKUK, IOWA

Kathie Mahoney
Mayor

Date

SHOEMAKER AND HAALAND

Robert W. Tobin

Digitally signed by Robert W. Tobin
DN: c=US, E=rtobin@shoemaker-haaland.com,
O=Shoemaker-Haaland, CN=Robert W. Tobin
Date: 2025.05.20 10:32:41 -0500

Robert W. Tobin P.E.
Principal

Date



COUNCIL ACTION FORM

Date: June 5, 2025

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

Subject: Tractor & Mower Purchases Agenda Item: _____

Description:

The City of Keokuk bridge, parks & cemetery departments need a new tractor and two mowers. With the trade-ins the total cost of the tractor and two mowers will be \$40,264.

This quote only lasts for thirty days.

Please authorize the public works director to purchase a tractor and two mowers from Armstrong Tractor of Donnellson, IA for \$40,264.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: Multiple Title: Maintenance/Supply Line Items

Amount Budgeted: \$71,715.24

Actual Cost: \$40,264

Under/Over: _____

Funding Sources:

multiple line item #'s

Departments:

Bridge/Parks/Cemetery

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval to purchase a tractor and 2 lawnmowers from Armstrong Tractor LLC of Donnellson, IA.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.
A RESOLUTION
TO PURCHASE A TRACTOR AND TWO MOWERS

WHEREAS The City of Keokuk bridge, parks & cemetery departments need a new tractor and two mowers; and

WHEREAS with trade-ins, the total cost of the tractor and two mowers will be \$40,264; and

WHEREAS the quote from Armstrong Tractor of Donnellson, IA only lasts for thirty days.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the public works director be authorized to purchase a tractor and two mowers from Armstrong Tractor of Donnellson, IA for \$40,264.

Passed this 5th day of June 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

Q U O T A T I O N

PAGE: 1

ARMSTRONG TRACTOR LLC
1937 HIGHWAY 218
DONNELLSON, IA 52625 USA
Phone #: (319)835-9830
Fax #: (319)835-9802

PHONE #: (319)795-7249
CELL #:
ALT. #:
P.O.#:
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: **5/23/2025**
ORDER #: **68811**
CUSTOMER #: **4899**
CP: **2**
LOCATION: **1**
STATUS: **Active**

BILL TO 4899

City of Keokuk - Cemetery Dept.
501 Main Street
KEOKUK, IA 52632 US

SHIP TO

City of Keokuk - Cemetery Dept.
501 Main Street
KEOKUK, IA 52632 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
KIOT	CX2510HB	24.5hp HST w/ROPS Base Tractor	1	\$18,600.00	\$18,600.00
KIOT	KL2510QA	KL2510 Loader Pkg w/50" QA Bucket & Grill Guard (KL2510QA-2)	1	\$4,200.00	\$4,200.00
****	8	FREIGHT, INBOUND TRACTOR & LOADER	1	\$375.00	\$375.00
KIOT	CKA164	KL2510 Loader 3rd Func. Kit	1	\$1,200.00	\$1,200.00
****	2	Tractor Discount, City or Government	1	-\$1,625.00	(\$1,625.00)
ANSGPF	200	TERRA FORCE PALLET FORK 42" 2000LB S/S	1	\$675.00	\$675.00
DNUSDA	180405	Danuser EP-615, 6-15GPM PH Drive Unit	1	\$2,250.00	\$2,250.00
DNUSDA	180415	DANUSER EP SERIES UNIVERSAL SKID MOUNT KIT	1	\$620.00	\$620.00
DNUSDA	206031	Danuser 66"L 1/2" Hose, Skidsteer/No Couplers	1	\$120.00	\$120.00
DNUSDA	10618	Danuser 15" x 2" Hex Drive Fab. Auger	1	\$825.00	\$825.00
****	3	Pioneer ISO 1/2" NPT coupler set	1	\$25.00	\$25.00
SCA	SCZII-61V-40BV-EFI	(8A54) Cheetah II 61" Velocity+ Deck, 40hp Vanguard BIG BLOC	1	\$16,999.00	\$16,999.00
****	2	Mower Discount, City or Government	1	-\$2,000.00	(\$2,000.00)
****	5	USED 2022 SCAG CHEETAH II SCZII-61RD-31FX	1	\$7,000.00	\$7,000.00
****	TRADE-IN	USED 1959 ALLIS-CHALMERS D17 W/ 6' Bush Hog Rotary Mower	1	-\$1,500.00	(\$1,500.00)
****	TRADE-IN	USED 2013 JOHN DEERE 3520 HST W/72" Belly Mower	1	-\$7,500.00	(\$7,500.00)

Quotation: Unless otherwise noted Quotations are only valid for 30 days.

SUBTOTAL:	\$40,264.00
TAX:	\$0.00
ORDER TOTAL:	\$40,264.00

Authorized By: _____



COUNCIL ACTION FORM

Date: 6/5/2025

Presented By: El Anfaoui

Subject: SEIRPC Transportation Contract Agenda Item: 10

Description:

Annual contract with SEIRPC for transportation services 7/1/2025-6/30/2026.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 690-852-6413 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

Approved 23/24 Contract

Date

6/1/2023

Approved 24/25 Contract

6/6/2024

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.

**RESOLUTION APPROVING CONTRACT FOR
TRANSPORTATION SERVICES WITH THE
SOUTHEAST IOWA REGIONAL PLANNING
COMMISSION**

WHEREAS, The City of Keokuk, Iowa has an interest in provision of transportation services to Keokuk, Iowa and

WHEREAS Southeast Iowa Regional Planning Commission (SEIRPC) has been designated as the regional transit system for Region 16 pursuant to Chapter 324A of the Iowa Code and has vehicles and employees available for transporting those persons.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF
THE
CITY OF KEOKUK, STATE OF IOWA:** that the Contract For Transportation Services With The Southeast Iowa Regional Planning Commission is hereby approved.

PASSED, APPROVED, AND ADOPTED this 5th day of June 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

**CONTRACT FOR TRANSPORTATION SERVICES
BETWEEN THE CITY OF KEOKUK, IOWA
AND
THE SOUTHEAST IOWA REGIONAL PLANNING COMMISSION**

WHEREAS, The City of Keokuk, Iowa (herein referred to as Keokuk) has an interest in provision of transportation services to Keokuk, Iowa and

WHEREAS Southeast Iowa Regional Planning Commission (SEIRPC) has been designated as the regional transit system for Region 16 pursuant to Chapter 324A of the Iowa Code and has vehicles and employees available for transporting those persons, and

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. PURPOSE AND TIMEFRAME

1. The purpose of this contract is to arrange for public transit services under the auspices of the designated public transit system, SEIRPC.
2. The contract period shall begin on July 1, 2025, and continue through June 30, 2026. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. DESCRIPTION OF SERVICE

1. All transit services will be provided in vehicles that are open to the public without discrimination.
2. Service shall be provided Monday, Wednesday, and Friday except on the following holidays, or the day celebrated as such:
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - New Years Day
 - Martin Luther King Jr. Day
 - Memorial Day
3. Service hours under this contract shall be 9:00 a.m. to 3:00 p.m. and may be subject to change based on demand.
4. Service days shall be Monday thru Friday
5. Service shall be demand response service in the City of Keokuk.

6. Access to service shall be obtained by contacting SEIRPC for ride reservations at least 24 hours in advance.
7. The fee for a General public ride is currently \$3.00 and may be changed through SEIRPC board action after a public hearing. No person shall be denied access based on inability to pay.
8. Services shall be insured by SEIRPC with the following coverage:
 - a. General liability – no less than \$2,000,000
 - b. Uninsured and underinsured motorist – no less than \$1,000,000
9. Continuity of services shall be provided for through access to SEIRPC spare vehicles and substitute drivers.

C. RESPONSIBILITIES OF SEIRPC

1. SEIRPC shall serve as an independent contractor for Keokuk transit services.
2. SEIRPC shall provide and maintain in safe and presentable conditions, such vehicles as are required to provide the services described above, including backup vehicles.
3. SEIRPC shall employ and train, clean and courteous personnel as necessary to provide the services described above. All drivers shall have a commercial driver's license (CDL) with passenger endorsement as appropriate. SEIRPC will conduct background checks of the drivers to best protect the passengers.
4. SEIRPC shall conduct drug and alcohol testing of all personnel performing safety sensitive duties under this agreement. All drivers must pass a pre-employment drug test and they will become part of random drug & alcohol testing pool. The testing program shall comply with all Federal Transit Administration (FTA) Drug and Alcohol Testing Regulations.
5. SEIRPC shall operate all services described above including scheduling and dispatching support.
6. SEIRPC shall notify Keokuk in the event of any unavoidable interruption or delay in service.
7. SEIRPC shall notify Keokuk of any incidents relating to passengers served under this contract.
8. SEIRPC shall ensure services to the limits described above.
9. SEIRPC shall accept all risk and indemnify and hold Keokuk harmless from all losses, damage, claims, demands, liabilities, suits or proceedings, including court cases, attorney's and witness' fees relating to loss or damage to property or the injury or death of any person arising out of the acts or omissions of the SEIRPC, its employees or agents.
10. SEIRPC shall maintain accounting and records for all services rendered and shall ensure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate to the amounts of funds handled.

11. SEIRPC shall bill the county of legal settlement, the State of Iowa, or the individual passenger for ride(s) provided.
12. SEIRPC shall secure an independent audit of its transportation program, including services provided under this contract, and, if requested, shall provide a copy of the audit report to-
13. SEIRPC shall permit inspection of its vehicles, services, books, and records by Keokuk upon request.
14. SEIRPC shall provide information about the availability of the services described above, as well as other services of SEIRPC to both the target population of this contract and to the general public.
15. SEIRPC shall comply with all applicable state and federal laws, including, but not limited to, Equal Employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, affirmative action laws, and freedom of information laws.

D. RESPONSIBILITY OF KEOKUK

1. Keokuk shall provide funding as identified in this contract based upon the project difference between operating costs for described services and revenues from passengers and/or from available state and federal transit operating assistance funds.
2. Keokuk shall promptly pay all justified billing under this contract.
3. Keokuk shall comply with all state and federal laws regarding discrimination in relation, to the services in this contract.
4. Keokuk shall inform SEIRPC of changes affecting the transportation needs of the target population regarding the availability of services under this contract as well as other transportation services of SEIRPC.
5. Keokuk shall assist SEIRPC as requested in the design and scheduling of transit services to meet the needs of the target population.
6. Keokuk shall assist SEIRPC in the dissemination of information to the target population regarding the availability of services under this contract as well as other transportation services of SEIRPC.
7. Keokuk shall report to SEIRPC any cost incurred in the carrying out of its responsibilities under this contract.
8. Keokuk shall indemnify and hold SEIRPC harmless for any loss caused by SEIRPC's inability to provide services under emergency conditions.

E. COMPENSATION

RTA 26-42

1. The fully allocated operating costs for services under this contract are estimated at \$177,000 annually, based on a mutually estimated service level of 6,100 rides.
2. Approximately \$165,000 of Passenger Revenue, STA, FTA, and local match operating assistance will be applied.
3. All passenger revenues shall be applied to the cost of transportation services prior to application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.
4. The costs of services under this contract identified in E (1) above are based upon assumptions concerning costs, ridership, and the existence of other transit service contracts. Should circumstances shift so as to significantly increase the costs of service under this contract, the rate of compensation shall be subject to renegotiation.
5. Keokuk's maximum monetary liability under this contract shall be \$8,500.
6. Keokuk shall reimburse SEIRPC \$2,125.00 per quarter for services provided through the end of the contract period.
7. Payment for justified billings for services under this contract shall be due thirty (30) days after receipt of an invoice.

F. REPORTING

1. Items to be reported with each quarterly billing, based on the previous quarter, shall be:
 - Total number of hours provided
 - Total number of rides provided
 - Total number of miles provided
 - Total passenger revenue collected
2. Items to be reported at year end shall be:
 - Total number of hours provided
 - Total number of rides provided
 - Total number of miles provided
 - Total passenger revenue collected
3. The following items shall be reported to Keokuk on an ongoing basis:
 1. Incidents involving passengers transported under this contract.
 2. Any uses of subcontracted providers to avoid interruptions in service.
 3. Any interruption in service.

G. ENTIRE AGREEMENT

RTA 26-42

1. This contract contains the entire agreement between Keokuk and SEIRPC. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

H. AMENDMENTS

1. Any changes to this contract must be in writing and be mutually agreed upon by both Keokuk and SEIRPC. They must further receive the concurrence of the Iowa Department of Transportation.

I. TERMINATION

1. This contract may be cancelled, by either party, through written notice to the other party at least thirty (30) days prior to the date of cancellation.

J. SAVING CLAUSE

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

K. ASSIGNABILITY AND SUBCONTRACTING

1. This contract shall not be assigned to any other part without the express written approval of Keokuk and the concurrence of the Iowa Department of Transportation.
1. No part of the transportation services described in this contract may be subcontracted by SEIRPC without the express written approval of Keokuk and the Iowa Department of Transportation, Office of Public Transit.
2. Notwithstanding the provisions of K (1) above, it is hereby agreed that SEIRPC may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by SEIRPC to avoid a service interruption. Keokuk shall be notified, in advance if possible, each time this provision is invoked.

M. INCLEMENT WEATHER

1. Interruption, cancellation, alteration, or modification of daily service caused by inclement weather shall be determined by SEIRPC staff.

ADOPTED BY THE PARTIES AS WITNESED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION.

For Keokuk:

For SEIRPC:

Kathie Mahoney, Mayor

Mike Norris, Executive Director

Date:

Date:



COUNCIL ACTION FORM

Date: 06/05/2025

Presented By: Jim Ferneau

Subject: Main St Keokuk Tax Credit Application Agenda Item: 11

Description:

Main Street Keokuk, Inc is renovating the upper stories of two properties at 1114 and 1116 Main Street, at an estimated cost of \$525,000. Part of the funding package being used for the project is Workforce Housing Tax Credits through the Iowa Economic Development Authority. The program requires local support, including matching funds of at least \$1,000/unit. This Resolution documents the City of Keokuk's support for this project, with the local match provided either through a cash match or tax abatement. Recommend approval.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: \$2,000.00

Under/Over: _____

Funding Sources:

General Fund

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**RESOLUTION OF SUPPORT FOR A WORKFORCE HOUSING TAX CREDIT (WHTC)
APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT
AUTHORITY (IEDA) BY MAIN STREET KEOKUK, INC.**

WHEREAS, Main Street Keokuk, Inc. owns the property located at 1114 and 1116 Main Street, Keokuk, IA 52632; and

WHEREAS, Main Street Keokuk, Inc. proposed to renovate the upper story of the structures at 1114 and 1116 Main Street, Keokuk, IA 52632 into 2 multi-family residential units on the property and invest approximately \$525,000 into the project; and

WHEREAS, Main Street Keokuk, Inc. has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit Program; and

WHEREAS, the application requirements for the Workforce Housing Tax Credit Program include the submission of a resolution in support of the project by the community where the project will be located, which requirement is intended to be satisfied by this resolution; and

WHEREAS, a further application requirement for the Workforce Housing Tax Credit Program is documentation of local matching funds pledged for the project in an amount not less than \$1,000.00 per dwelling unit; and

WHEREAS, the proposed housing project at 1114 and 1116 Main Street, Keokuk, IA 52623 is anticipated to be located within the City's Urban Revitalization Area that is currently in progress and provided that the project is completed as planned, the taxable value added to the property by the completion of the project will qualify for a temporary exemption from property taxes under the City's tax abatement plan; and

WHEREAS, the project will support the City's efforts to create new housing opportunities for the workforce within the community;

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

Section 1. The City Council of the City of Keokuk does hereby express its support for the application of Main Street Keokuk, Inc. to the IEDA.

Section 2. The City Council of the City of Keokuk does hereby commit \$1,000 in cash per unit up to \$2,000 upon completion of the project or a future tax abatement under the City of Keokuk Urban Revitalization Plan that is currently in development, which is estimated at present value between \$25,000 and \$35,000.

Section 3. The Mayor is hereby authorized and directed to sign any forms required by the Administrative Rules of the IEDA to evidence the City's support for the application by Main Street Keokuk, Inc., as described above.

Section 4. The City Clerk is directed to transmit a copy of this resolution to Main Street Keokuk, Inc., for submittal to the IEDA.

Passed and approved June 5, 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 6/5/2025

Presented By: El Anfaoui

Subject: \$5,500,000 General Obligation Capital Loan Notes Agenda Item: 12 a & b

Description:

A.) Resolution appointing and approving paying agent, note registrar, and transfer agent agreement and authorizing the execution.

B.) Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance and levying a tax to pay the notes; approval of the tax exemption certificate and continuing disclosure certificate.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Public Hearing/Approval of POS

Date

5/1/25

Proposal to purchase accepted

5/15/25

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ITEMS TO INCLUDE ON AGENDA

CITY OF KEOKUK, IOWA

\$5,500,000 General Obligation Capital Loan Notes, Series 2025

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 5, 2025

The City Council of the City of Keokuk, State of Iowa, met in regular session, in the 501 Main Street, Keokuk, Iowa, at 5:30 P..M., on the above date. There were present Mayor Mahoney, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. _____

**RESOLUTION APPOINTING UMB BANK, N.A. OF WEST
DES MOINES, IOWA, TO SERVE AS PAYING AGENT,
NOTE REGISTRAR, AND TRANSFER AGENT,
APPROVING THE PAYING AGENT AND NOTE
REGISTRAR AND TRANSFER AGENT AGREEMENT
AND AUTHORIZING THE EXECUTION OF THE
AGREEMENT**

WHEREAS, \$5,500,000 General Obligation Capital Loan Notes, Series 2025, dated June 18, 2025, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$5,500,000 General Obligation Capital Loan Notes, Series 2025, dated June 18, 2025.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 5th day of June 2025.

K.A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$5,500,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING A
FORM OF LOAN AGREEMENT AND AUTHORIZING
AND PROVIDING FOR THE ISSUANCE OF \$5,500,000
GENERAL OBLIGATION CAPITAL LOAN NOTES,
SERIES 2025, AND LEVYING A TAX TO PAY SAID
NOTES; APPROVAL OF THE TAX EXEMPTION
CERTIFICATE AND CONTINUING DISCLOSURE
CERTIFICATE**

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, with related utility and site improvements, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, trails, bridges, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including acquisition of a fire truck, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$7,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of equipping the police department; the improvement and equipping of the sewer system; equipping the street department; and equipping the sanitation department and works and facilities useful for the collection and disposal of solid waste, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above-mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal previously accepted by the City.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Keokuk, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$5,500,000 General Obligation Capital Loan Notes, Series 2025, authorized to be issued by this Resolution.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Notes when due.
- "Project" shall mean the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, with related utility and site improvements, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, trails, bridges, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including acquisition of a fire truck; and equipping the police department; the improvement and equipping of the sewer system; equipping the street department; and equipping the sanitation department and works and facilities useful for the collection and disposal of solid waste.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Security Documents" shall mean the resolution, trust agreement, ordinance, loan agreement, bond, note, and/or any additional or supplemental documents executed in connection with the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the City Clerk/Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the City Clerk/Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Keokuk, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$226,141.81	2025/2026*
\$237,350.00	2026/2027
\$237,350.00	2027/2028
\$237,350.00	2028/2029
\$237,350.00	2029/2030
\$237,350.00	2030/2031
\$237,350.00	2031/2032
\$237,350.00	2032/2033
\$237,350.00	2033/2034
\$237,350.00	2034/2035
\$537,350.00	2035/2036
\$550,350.00	2036/2037
\$547,350.00	2037/2038
\$548,950.00	2038/2039
\$559,950.00	2039/2040
\$559,481.26	2040/2041
\$562,418.76	2041/2042
\$1,089,481.26	2042/2043
\$1,097,700.00	2043/2044
\$1,102,475.00	2044/2045

*A levy in the amount of \$280,000 has been included in the budget previously certified and will be used to pay the principal and interest of the Note coming due in fiscal year 2025/2026 in the amount of \$226,141.81, with any remainder being used to pay debt service in fiscal year 2026/2027.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2025 will be collected during the fiscal year commencing July 1, 2026.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution, which amends the Resolution Authorizing the Issuance of General Obligation Capital Loan Notes, Series 2025, and Levying a Tax for the Payment Thereof dated March 6, 2025, shall be filed with the Auditor of Lee County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2025 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2025, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2025, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$5,500,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2025", be dated June 18, 2025, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2026, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$300,000.00	4.000%	2036
\$325,000.00	4.000%	2037
\$335,000.00	4.000%	2038
\$350,000.00	4.000%	2039
\$375,000.00	4.125%	2040
\$1,755,000.00	4.375%	2043*
\$2,060,000.00	4.500%	2045*

*Term Notes, Final Maturity

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2033, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their

redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1

Principal Amount	Interest Rate	Maturity June 1st
\$390,000	4.375%	2041
\$410,000	4.375%	2042
\$955,000	4.375%	2043*

*Final Maturity

Term Note #2

Principal Amount	Interest Rate	Maturity June 1st
\$1,005,000	4.500%	2044
\$1,055,000	4.500%	2045*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A., kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give

DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A., is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at

maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the City Clerk/Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF LEE"
"CITY OF KEOKUK"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2025"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: June 18, 2025
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of Keokuk, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2026, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, with related utility and site improvements, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, trails, bridges, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including acquisition of a fire truck; and equipping the police department; the improvement and equipping of the sewer system; equipping the street department; and equipping the sanitation department and works and facilities useful for the collection and disposal of solid waste, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2033, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant

will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Notes maturing on June 1, 2043 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.375% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1

Principal Amount	Interest Rate	Maturity June 1st
\$390,000	4.375%	2041
\$410,000	4.375%	2042
\$955,000	4.375%	2043*

*Final Maturity

The Notes maturing on June 1, 2045 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.500% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #2

Principal Amount	Interest Rate	Maturity June 1st
\$1,005,000	4.500%	2044
\$1,055,000	4.500%	2045*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below,

together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____
This is one of the Notes described in the within-mentioned
Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF KEOKUK, STATE OF IOWA

By: _____ (manual or facsimile signature)

K.A. Mahoney, Mayor

ATTEST:

By: _____ (manual or facsimile signature)
Celeste El Anfaoui, City Clerk

(Information Required for Registration)

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Note to UMB Bank, N.A., West Des Moines, Iowa, or its successor, as paying agent for the Notes (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Notes, the owner acknowledges and consents to (i) the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Note, BAM shall be deemed to be the sole owner of the Notes for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Notes or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem

necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Clerk/Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the

owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 24. Insurer Provisions.

a) Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement upon request of BAM and (ii) to the holders of the Notes or the Trustee under the Security Documents.

The notice address of BAM is Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: notices@buildamerica.com. In each case in which notice, or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

b) Amendments, Supplements and Consents.

i. *Consents and Amendments.* Whenever any Security Document requires the consent of Noteholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that

adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

ii. *Control Rights of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Notes for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Notes or the trustee, paying agent, registrar, or similar agent (the “Trustee”) for the benefit of such holders under any Security Document. No default or event of default may be waived without BAM's written consent.

c) BAM As Third-Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third-party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

d) Policy Payments.

i. In the event that principal and/or interest due on the Notes shall be paid by BAM pursuant to the Policy, the Notes shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Notes.

ii. Notwithstanding anything to the contrary, the Issuer and the Trustee agree for the benefit of BAM that:

a. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Notes, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Notes; and

b. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Notes for the payment of principal of and interest on the Notes to holders and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

iii. *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph 2 above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has

made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Notes for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (4c), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

PASSED AND APPROVED this 5th day of June 2025.

K.A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LEE

)

I, the undersigned City Clerk of the City of Keokuk, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 5th day of June 2025.

Celeste El Anfaoui, City Clerk, City of
Keokuk, State of Iowa

(SEAL)

4902-2353-2103-1\10787-096

TAX EXEMPTION CERTIFICATE

of

CITY OF KEOKUK, COUNTY OF LEE, STATE OF IOWA, ISSUER

\$5,500,000 General Obligation Capital Loan Notes, Series 2025

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

TABLE OF CONTENTS

This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

INTRODUCTION.....	- 1 -
ARTICLE I DEFINITIONS	- 1 -
ARTICLE II SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS	- 5 -
Section 2.1 Authority to Certify and Expectations	- 5 -
Section 2.2 Receipts and Expenditures of Sale Proceeds	- 7 -
Section 2.3 Purpose of Bonds	- 7 -
Section 2.4 Facts Supporting Tax-Exemption Classification	- 8 -
Section 2.5 Facts Supporting Temporary Periods for Proceeds	- 8 -
Section 2.6 Resolution Funds at Restricted or Unrestricted Yield	- 8 -
Section 2.7 Pertaining to Yields.....	- 9 -
Section 2.8 Reimbursement Bonds	- 10 -
ARTICLE III REBATE	- 11 -
Section 3.1 Records	- 11 -
Section 3.2 Rebate Fund	- 11 -
Section 3.3 Exceptions to Rebate.....	- 11 -
Section 3.4 Calculation of Rebate Amount.....	- 13 -
Section 3.5 Rebate Requirements and the Bond Fund.....	- 13 -
Section 3.6 Investment of the Rebate Fund	- 13 -
Section 3.7 Payment to the United States	- 14 -
Section 3.8 Records	- 14 -
Section 3.9 Additional Payments	- 15 -
ARTICLE IV INVESTMENT RESTRICTIONS.....	- 15 -
Section 4.1 Avoidance of Prohibited Payments.....	- 15 -
Section 4.2 Market Price Requirement	- 15 -
Section 4.3 Investment in Certificates of Deposit	- 15 -
Section 4.4 Investment Pursuant to Investment Contracts and Agreements	- 16 -
Section 4.5 Records	- 18 -
Section 4.6 Investments to be Legal	- 18 -
ARTICLE V GENERAL COVENANTS	- 18 -
ARTICLE VI AMENDMENTS AND ADDITIONAL AGREEMENTS	- 18 -
Section 6.1 Opinion of Bond Counsel; Amendments.....	- 18 -
Section 6.2 Additional Covenants, Agreements	- 19 -
Section 6.3 Internal Revenue Service Audits	- 19 -
Section 6.4 Amendments	- 19 -
ARTICLE VII QUALIFIED TAX EXEMPT OBLIGATIONS.....	- 19 -
EXHIBIT A CERTIFICATE OF THE PURCHASER.....	22

TAX EXEMPTION CERTIFICATE
CITY OF KEOKUK, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on June 18, 2025, by the City of Keokuk, County of Lee, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$5,500,000 General Obligation Capital Loan Notes, Series 2025 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$5,500,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2025, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means, for those Notes maturing June 1, 2037 through June 1, 2040, the first price at which a substantial amount of the Bonds (not less than 10% of each maturity) is sold to the public (any person other than the Purchaser or a related party to the Purchaser), and for the Notes maturing June 1, 2036, the Issuer elects the price determined pursuant to the Special Rule for Use of Initial Offering Price to the Public in accordance with Regulation 1.148-1(f)(2)(ii). The Issuer hereby elects to utilize the Special Rule for Use of Initial Price to the Public and treats the initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$5,361,855.20, as set forth in Exhibit A.

- "Issuer" means the City of Keokuk, a municipal corporation in the County of Lee, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, with related utility and site improvements, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, trails, bridges, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including acquisition of a fire truck; and equipping the police department; the improvement and equipping of the sewer system; equipping the street department; and equipping the sanitation department and works and facilities useful for the collection and disposal of solid waste including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.

- "Purchasers" means Piper Sandler & Co. of Des Moines, Iowa, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on June 5, 2025, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II
SPECIFIC CERTIFICATIONS, REPRESENTATIONS
AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed

by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the

governmental purposes of the Bonds. In fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$138,144.80), less underwriter's discount of \$66,000, received at Closing are expected to be deposited and expended as follows:

(a) \$46,350.00 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) \$5,227,614.26 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds; and

(c) \$21,890.94 will be used for credit enhancement to pay the premium on a BAM insurance policy.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, with related utility and site improvements, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, trails, bridges, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including acquisition of a fire truck; and equipping the police department; the improvement and equipping of the sewer system; equipping the street department; and equipping the sanitation department and works and facilities useful for the collection and disposal of solid waste

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt

service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees in the form of a Build America Mutual Assurance Company insurance premium have been used in computing yield.

(c) The Bond Yield has been computed as not less than 4.586634 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve

land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become

ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 5%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 5%. Compliance with the final spending period shall be calculated using actual earnings

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from

maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

- (a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.
- (b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

- (a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established

industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by

the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or

supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$5,500,000 General Obligation Capital Loan Notes, Series 2025A (Covered by this Certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

Keokuk Municipal Waterworks – Not to Exceed \$3,500,000 Water Revenue
Capital Loan Notes

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Celeste El Anfaoui, City Clerk, City of Keokuk,
State of Iowa

(SEAL)

EXHIBIT "A"

\$5,500,000 General Obligation Capital Loan Notes, Series 2025A

CERTIFICATE OF THE PURCHASER

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Keokuk, State of Iowa (the "Issuer"), in connection with the issuance of \$5,500,000 General Obligation Capital Loan Notes, Series 2025 (the "Notes") dated June 18, 2025. The Notes are being issued pursuant to a Resolution of the Issuer approved on June 5, 2025 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated May 21, 2025.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than the 15th day of April each year, commencing with information, for the 2024/2025 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions: "Property Valuations", "Tax Rates", "Combined Historic Tax Rates", "Tax Collection History", "Outstanding Debt", and "Debt Limit" and "Financial Summary".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS

Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 5th day of June, 2025.

CITY OF KEOKUK, STATE OF IOWA

By: _____
K.A. Mahoney, Mayor

ATTEST:

By: _____
Celeste El Anfaoui, City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL
INFORMATION

Name of Issuer: City of Keokuk, Iowa.

Name of Note Issue: \$5,500,000 General Obligation Capital Loan Notes, Series 2025

Dated Date of Issue: June 18, 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF KEOKUK, STATE OF IOWA

By: _____
Its: _____

LOAN AGREEMENT

This Loan Agreement is entered into as of the 18th day of June, 2025, by and between the City of Keokuk, State of Iowa (the "City") acting through its City Council (the "Council") and Piper Sandler & Co. of Des Moines, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$5,295,855.20, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2025, in the aggregate principal amount of \$5,500,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, with related utility and site improvements, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, trails, bridges, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including acquisition of a fire truck; and equipping the police department; the improvement and equipping of the sewer system; equipping the street department; and equipping the sanitation department and works and facilities useful for the collection and disposal of solid waste (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2026.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated June 18, 2025, shall bear interest payable June 1, 2026, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$300,000.00	4.000%	2036
\$325,000.00	4.000%	2037
\$335,000.00	4.000%	2038
\$350,000.00	4.000%	2039
\$375,000.00	4.125%	2040
\$1,755,000.00	4.375%	2043*
\$2,060,000.00	4.500%	2045*

*Term Notes, Final Maturity

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public. The Lender agrees to prepare an Official Statement to be used by the Lender in making offers and sales of the Notes in compliance with Rule 15c2-12, and the City agrees to timely provide all information reasonably requested by the Lender for that purpose. All such information provided by the City will be true and correct in all material respects. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF KEOKUK, STATE OF IOWA (City)

By: _____
K.A. Mahoney, Mayor

ATTEST:

By: _____
Celeste El Anfaoui, City Clerk

(SEAL)

PIPER SANDLER & CO. (Lender)

By: _____
(Signature)

(Name)

(Title)

4933-4147-7703-1\10787-096

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Keokuk, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.25, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2025, of the City of Keokuk, State of Iowa, in the amount of \$5,500,000, dated June 18, 2025, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$300,000.00	4.000%	2036
\$325,000.00	4.000%	2037
\$335,000.00	4.000%	2038
\$350,000.00	4.000%	2039
\$375,000.00	4.125%	2040
\$1,755,000.00	4.375%	2043*
\$2,060,000.00	4.500%	2045*

*Term Note, Final Maturity

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to DTC on behalf of:

Piper Sandler & Co. of Des Moines, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$5,295,855.20, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated May 21, 2025, as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the representations, warranties and agreements of the Issuer contained herein and in the Resolution authorizing the issuance of the Notes and related documents are true and correct in all material respects as of the date of the Closing; and no event or circumstance affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; and all resolutions and other actions required to be approved or taken by or on behalf of the Issuer authorizing and approving the transactions described or contemplated in the Note Purchase Agreement or in the Official Statement, the execution of or approving of the respective forms of, as the case may be, the Note Purchase Agreement, and the Notes have been duly approved by the City Council of the Issuer, are in full force and effect and have not been modified, amended or repealed.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2023), according to the last completed State and County tax lists (100% - Before Rollback)	\$763,222,863
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$30,363,241
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$0

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Keokuk,
State of Iowa, this 5th day of June, 2025.

K.A. Mahoney, Mayor

Celeste, El Anfaoui, City Clerk/Treasurer

Jim Ferneau, City Administrator

(CITY SEAL)

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Keokuk, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$5,500,000 General Obligation Capital Loan Notes, Series 2025, of the City dated June 18, 2025, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and nine (9) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2025, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this **5th** day of **June**, 2025, at Keokuk, Iowa.

Celeste El Anfaoui, City Clerk, City of Keokuk,
State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

Kathie Mahoney

(Original Signature)

Interim City Administrator:

Jim Ferneau

(Original Signature)

City Clerk/Treasurer:

Celeste El Anfaoui

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF LEE

)

Subscribed and sworn to before me by Kathie Mahoney, Jim Ferneau, and Celeste El Anfaoui on this **5th** day of **June**, 2025.

(SEAL)

Amy Benson, Notary Public in and for Lee
County, Iowa

4932-9475-1047-1\10787-096

AUTHENTICATION ORDER

The undersigned City Clerk/Treasurer of the City of Keokuk, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Keokuk, authorizing the execution of a loan agreement and the issuance and delivery of the Notes, acting for and on behalf of the Issuer, hereby deliver to UMB Bank, N.A. (the "Registrar") \$5,500,000 aggregate principal amount of Issuer's General Obligation Capital Loan Notes, Series 2025, dated June 18, 2025 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Notes and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchaser, Piper Sandler & Co., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Notes by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this 5th day of June, 2025

(SEAL)

Celeste El Anfaoui, City Clerk/Treasurer

EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Lee County, State of Iowa, hereby certify that on the _____ day of _____, 2025 there was filed in my office the Resolution of the City Council of the City of Keokuk, State of Iowa, adopted on the 5th day of June, 2025, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$5,500,000 of General Obligation Capital Loan Notes, Series 2025, and levying a tax therefor, dated June 18, 2025.

(COUNTY SEAL)

County Auditor of Lee County, State of Iowa

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name <u>City of Keokuk, State of Iowa</u>		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <u>501 Main Street Suite 3</u>	Room/suite	5 Report number (For IRS Use Only) <u>3</u>
6 City, town, or post office, state, and ZIP code <u>Keokuk, Iowa 52632</u>		7 Date of issue <u>June 18, 2025</u>
8 Name of issue <u>General Obligation Capital Loan Notes, Series 2025</u>		9 CUSIP number <u>491836 WH1</u>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <u>Dave Hinton, Interim City Administrator</u>		10b Telephone number of officer or other employee shown on 10a <u>319-524-2050</u>

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	<u>3,243,754.71</u>
14 Public safety	14	<u>1,755,005.40</u>
15 Environment (including sewage bonds)	15	<u>341,208.97</u>
16 Housing	16	
17 Utilities	17	<u>21,886.12</u>
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a ► <input type="checkbox"/>		
b If bonds are BANs, check only box 19b ► <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box ► <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>06/01/2045</u>	<u>\$ 5,361,855.20</u>	<u>\$ 5,500,000</u>	<u>16.785</u> years	<u>4.5866 %</u>

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	<u>-0-</u>
23 Issue price of entire issue (enter amount from line 21, column (b))	23	<u>5,361,855.20</u>
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	<u>112,350.00</u>
25 Proceeds used for credit enhancement	25	<u>21,890.94</u>
26 Proceeds allocated to reasonably required reserve or replacement fund	26	<u>-0-</u>
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	<u>-0-</u>
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	<u>-0-</u>
29 Total (add lines 24 through 28)	29	<u>134,240.94</u>
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<u>5,227,614.26</u>

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	<u>0.0000</u> years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	<u>0.0000</u> years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	-0-
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	-0-
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	-0-
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box	►	<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	►	<input checked="" type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	►	<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____	► <u>Jim Ferneau, Interim City Administrator</u> Type or print name and title
---	--

Paid Preparer Use Only

Print/Type preparer's name <u>Kristin Billingsley Cooper</u>	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN <u>P02001942</u>
Firm's name ► <u>Ahlors & Cooney, P.C.</u>			Firm's EIN ► <u>42-1323559</u>	
Firm's address ► <u>100 Court Avenue, Suite 600, Des Moines, Iowa 50309</u>			Phone no. <u>515-243-7611</u>	



COUNCIL ACTION FORM

Date: June 5, 2025

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

Subject: North 6th Street Alley Reconstruction Agenda Item: _____

Description:

The City of Keokuk hired Keokuk Contractors, Inc. to perform emergency sewer repair at North 6th Street alley last fall due to the sewer collapsing. Once the sewer pipe was replaced, the ground was left to settle and now it is time to pave the area that was excavated.

Since the time the sewer was replaced, several business owners have complained about storm water leakage in their buildings and this alley reconstruction should correct the issue.

Bid requests were sent out to the city contractor list and one bid was returned. Hickey Contracting Company of Keokuk submitted the lone bid in the amount of \$86,319.

I would therefore recommend that the City Council approve a contract with Hickey Contracting Company of Keokuk to reconstruct the alley at North 6th Street in the amount of \$86,319.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 610-817-6499 Title: Contractual Services

Amount Budgeted: _____

Actual Cost: \$86,319

Under/Over: _____

Funding Sources:

Sewer Maintenance

Departments:

Sewer Maintenance

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 a contract with Hickey Contracting Company to reconstruct the alley at North 6th street for the amount of \$86,319.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APROVING CONTRACT TO
RECONSTRUCT ALLEY AT NORTH 6TH STREET**

WHEREAS The City hired Keokuk Contractors Inc. to complete an emergency repair of the sewer, due to a sewer collapse at North 6th Street; and

WHEREAS the ground has had time to settle and the area is ready to be paved; and

WHEREAS bid requests were sent out to contractors on the City contractor list and only one contractor submitted a bid; and

WHEREAS the lone bid was submitted by Hickey Contracting Company of Keokuk in the amount of \$86,319.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract be awarded to Hickey Contracting Company to reconstruct alley at North 6th Street.

Passed this 5th day of June 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

Alley Reconstruction 2025

Line Items	Bid Items	Unit	Bid Quantity	Unit Cost	Total Cost
------------	-----------	------	--------------	-----------	------------

1	Removal	SY	780	\$ 19.00	\$ 14,820.00
2	Subbase, Modified, 6-inch	TON	250	\$ 30.00	7,500.00
3	Pavement, PCC, 7-inch, IDOT C Mix CL3 stone	SY	780	\$ 82.05	63,999.00

Total cost

\$ 84,319.00

Prepared by

Hickey Contracting Company





COUNCIL ACTION FORM

Date: 6/5/25

Presented By: Chief Z. Baum

Subject: Vehicle Replacement Agenda Item: 14

Description:

Purchase of a 2025 Dodge Durango to replace a marked squad car that was damaged on 2/26/25 (total loss). Insurance is contributing \$37,634.26 to the replacement cost. The total replacement cost of the vehicle and up-fitting is approximately \$49,376.26, leaving a city expenditure of approximately \$11,739.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

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

Amount Budgeted: 0

Actual Cost: \$11,739

Under/Over: -\$11,739

Funding Sources:

General Fund

Departments:

Police

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.

RESOLUTION APPROVING VEHICLE PURCHASE

WHEREAS, the City of Keokuk, Iowa recognizes the need to maintain a reliable and effective fleet for its police department; and

WHEREAS, a marked squad car reached the end of its life in February of 2025 and needs to be replaced with a 2025 Dodge Durango utilizing insurance claim funds.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: approves the purchase of a 2025 Dodge Durango and the cost to outfit said vehicle with emergency equipment.

PASSED, APPROVED, AND ADOPTED this 5th day of June 2025.

K.A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk

BUYER CITY OF KEOKUK
CO-BUYER _____
ADDRESS 1222 JOHNSON ST
ADDRESS LINE 2 _____
CITY KEOKUK STATE IA ZIP 52632
EMAIL ADDRESS bdavis@keokukpd.com
RES. PHONE (319) 524-2741 CELL (319) 524-2741 WORK (319) 524-2741
ISTRATION MONTH N/A COUNTY LEE

SALESPERSON HARRY KENNETH BOUGHER

DESCRIPTION OF PURCHASED VEHICLE: ☒ NEW ☐ USED ☐ DEMO ☐ CAR ☒ TRUCK ☐ VAN ☐ OTHER

STOCK NO. F25U0890 YEAR 2025 MAKE DODGE TRUCK MODEL DURANGO BODY TYPE 4DR AWD PURSUIT

V.I.N.	1	C	4	S	D	J	F	T	6	S	C	5	4	3	2	9	3	TRIM <u>BLK CLTH B</u> COLOR <u>DB BLK CLEARCOAT</u> TO BE DELIVERED ON OR ABOUT <u>05/14/2025</u>
--------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

PRICE OF VEHICLE	\$ 42399.00	TRADE-IN ALLOWANCE AND OTHER CREDITS:														
ACCESSORIES:	N/A	YEAR	MAKE			MODEL				BODY TYPE						
		V.I.N.														
		BALANCE OWED TO														
		YEAR	MAKE			MODEL				BODY TYPE						
		V.I.N.														
		BALANCE OWED TO														
		TRADE-IN GROSS ALLOWANCE												\$	N/A	
		LESS AMOUNT OWING												\$	N/A	
		NET TRADE-IN ALLOWANCE OR REMAINING TRADE-IN DEBT												\$	N/A	
		CASH DOWN PAYMENT OR CREDIT BALANCE												\$	N/A	
		MANUFACTURER'S REBATE (IF ANY)												\$	N/A	
		TOTAL DOWN PAYMENT or AMOUNT OWED												\$	N/A	

DOCUMENTARY FEE		\$	N/A
N/A			N/A
\$ 42399.00	CASH PRICE	\$	42399.00
\$ N/A	LESS DOCUMENTARY FEE		
\$ N/A	LESS TRADE-IN ALLOWANCE		
\$ N/A	LESS MANUFACTURER'S REBATE		
\$ N/A			
\$ 42399.00	AMOUNT SUBJECT TO FEE FOR NEW REGISTRATION		
FEE FOR NEW REGISTRATION		\$	N/A
TITLE FEE		\$	N/A
LICENSE FEE		\$	N/A
LIEN FILING FEE [credit sale only see (1) on page 2]		\$	N/A
ELECTRONIC REGISTRATION & TITLING FEE		\$	N/A
TOTAL CASH DELIVERED PRICE		\$	42399.00
LESS TOTAL DOWN PAYMENT or PLUS AMOUNT OWED		\$	N/A
UNPAID CASH BALANCE DUE ON DELIVERY		\$	42399.00

N/A

BUYER'S TRADE-IN CERTIFICATION

If you are trading in a vehicle, you certify the following:

1. That there is no salvage, repair or other history on the vehicle title that would affect the value of the vehicle. If there is salvage, repair or other history on the title, you agree that the dealer may cancel this sale. That to the best of your knowledge, the vehicle was never on or required to be on a salvage, rebuilt, flood or branded title in this or any other state.
2. That the air bags are intact and in working order.
3. That while you have owned the trade-in, its odometer has not been repaired, replaced, tampered with or altered in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct.
4. That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, powertrain or frame.

WARRANTY DISCLAIMER

YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 90 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.

This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

Documentary Fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to a buyer for the preparation of documents and the performance of related services. The maximum amount that may be charged for a documentary fee is determined by Iowa Code Section 322.19A. This notice is required by law.

You understand that this agreement (***including the terms on page 2***) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are buying a used vehicle, the information you see on the window form for this vehicle is part of the contract and the information on the window form overrides any contrary provision in this contract. [La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provision que establezca lo contrario y que aparezca en el contrato de venta.]

Iowa law requires us to give you the following notice: You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle.

By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, pages 1 and 2, and agree to its terms, and that you have received a copy of it.

X _____
Buyer's Signature Date of Birth

Buyer's Driver's License or F.I.D. No. _____

X N/A N/A
Co-Buyer's Signature Date of Birth

Accepted By: Steve Canon
Dealer's Authorized Representative

N/A
Co-Buyer's Driver's License or E.I.D. No.



CONTRACT TERMS AND CONDITIONS

In this contract, the words "we", "us" and "our" refer to the dealer. The words "you" and "your" refer to the buyer and the co-buyer, if any.

1. CASH SALE. You agree to buy the vehicle described on page 1 of this document. This is not a credit document. If you obtain financing to purchase the vehicle, you will be required to sign documents which comply with applicable federal and state laws. If you obtain financing to purchase the vehicle, there will be a fee for filing the lien on the title. This fee may be paid to either the dealer or to the lending institution from whom you obtain financing.

2. WARRANTY DISCLAIMER. *YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 90 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.*

This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

3. YOUR FAILURE OR REFUSAL TO ACCEPT DELIVERY. If you refuse or fail to accept delivery of the purchased vehicle, we may keep your cash deposit as liquidated damages. If you had a trade-in, we may sell the trade-in and keep any part of the selling price which we need to reimburse us for losses which we incurred because you did not take delivery.

4. FAILURE OR DELAY OF DELIVERY. We are not liable for failure to deliver or delay in delivery of the purchased vehicle if the failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence. We are not liable to you for any consequential damages, damages to property, damage for loss of use, loss of time, loss of profits, or income or any other incidental damages arising out of the sale or use of the purchased vehicle.

5. DEALER'S REMEDIES. If you fail to perform all of the terms and conditions of this contract, we may exercise any right or remedy granted by law as well as the other remedies described in this contract.

6. ADDITIONAL DOCUMENTS. You agree to sign any other documents which are required to transfer title to the trade-in vehicle or the purchased vehicle, including odometer statements, damage disclosure statements, and powers of attorney.

7. ATTORNEYS' FEES. If you default on this contract, you will pay us our costs and attorneys' fees and late charges in addition to our damages.

IF YOU HAVE A TRADE-IN:

If you are trading another vehicle as part of the price of the vehicle purchased, you agree to the following additional terms.

8. YOUR WARRANTY OF TITLE TO TRADE-IN. You must provide us with your vehicle title, correctly assigned to us. You promise that the trade-in vehicle is your property free and clear of any liens or encumbrances except as noted on page 1 of this contract and that all taxes and registration fees are currently paid. If we are put to any expense with respect to unpaid taxes or registration fees, you will reimburse us upon demand. If we find out that you made any misrepresentation about the trade-in, then you will pay us three times our actual damages as a result of the misrepresentation, plus our costs of collection and attorney's fees.

9. AMOUNT DUE ON TRADE-IN. The "Trade-In Balance Owed" on page 1 of this contract was provided by your lienholder. If the balance is incorrect due to the fault of the lienholder, the error will be treated as a mutual mistake of fact. In other words, if you owe more money on your trade-in you will pay us the difference or you can rescind the contract by returning the vehicle. If you owe less, we will pay (or credit) you.

10. REAPPRAISAL OF TRADE-IN. If you do not deliver the trade-in to us until the purchased vehicle is delivered to you, then we may reappraise the trade-in at the time that you deliver it to us and the new appraisal will determine the allowance to be made on the vehicle purchased. If the reappraisal is lower than the original appraisal, you may cancel this contract provided you do so before you take delivery of the purchased vehicle and surrender the trade-in.

IF YOU ARE BUYING A NEW VEHICLE:

If you are buying a new vehicle, you agree to the following additional terms.

11. MANUFACTURER'S PRICE REVISION ON NEW VEHICLE. If you are buying a new vehicle which we do not have in stock at the time you order it and if the manufacturer changes our price of the vehicle model or body type you ordered between the time we signed this contract and the time we delivered the vehicle to you, we have the right to change the price to you. However, if you do not agree to the changed price, you may cancel this contract. If you cancel the contract, we will return your trade-in to you, if it has not already been sold so long as you pay for the cost of reasonable repairs and storage fees. If we have sold your trade-in, we will pay you the amount we received for the trade-in less a selling commission of 15% and any expenses which we incurred in reconditioning, repairing, insuring, storing and selling the vehicle.

12. MANUFACTURER'S CHANGE OF THE MODEL AND BODY OF THE NEW VEHICLE. If you are buying a new vehicle and if the manufacturer changes (or discontinues) the model, design, chassis, accessories, body type or parts of the vehicle which you ordered, we will have no obligation to make the same or similar change to the vehicle you ordered either before or after we deliver the vehicle to you.





Karl Emergency Vehicles

5983 NE Industry Dr
Des Moines, IA 50313
Phone: 515-264-6325

Quotation

Quote CITY OF KEOKUK
To: 501 MAIN ST
KEOKUK, IA 52632

Quote Number:	13153	Contact:	Brett Davis
Quote Date:	03/17/2025	Expires:	04/16/2025
Customer:	KEOKUCI	Inquiry:	
Salesman:	Keith Brown	Terms:	UNKNOWN...
Ship Via:		Phone:	319-795-8897
		FAX:	

Thank you for the opportunity to submit this quote.

Quote is for removal of equipment and lighting from a wrecked police Durango and then installed in a new 2025 Durango. All removal will be completed at the Karl Emergency Vehicles Shop in Des Moines, Iowa and the vehicle will need to be towed by the customer to the KEV shop.

Item	Part Number Description	Quantity	MSRP	Price	Total Line Price
1	LABOR - REMOVE/REINSTALL EQUIPMENT FROM WRECKED VE REMOVAL/REINSTALL EQUIPMENT FOR WRECKED VEHICLE	66	\$125.00	\$85.00 /EA	\$5,610.00
2	POWER MANAGEMENT Power and lead harness to include multiple leads and connections	1	\$595.00	\$386.97 /EA	\$386.97
3	CG-X ChargeGuard-Select	1	\$107.00	\$62.23 /EA	\$62.23
4	75552 75 AMP RELAY	1	\$68.75	\$37.80 /EA	\$37.80
5	46985 100 AMP CIRCUIT BREAKER	1	\$69.00	\$39.56 /EA	\$39.56
6	COAX COAX CABLE	2	\$34.12	\$25.23 /EA	\$50.46
7	SHOP SUPPLIES Expendable materials used for production	1		\$255.00 /EA	\$255.00
8	SAK9 SA315 SIREN MT KIT UNIV SWIVEL	1	\$51.00	\$30.71 /EA	\$30.71
9	SA315P SA315P SPEAKER, BLACK PLASTIC	1	\$403.00	\$242.63 /EA	\$242.63
10	78153B 12 POSITION FUSE BLOCK	2	\$84.50	\$62.32 /EA	\$124.64

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Quantity</u>	<u>MSRP</u>	<u>Price</u>	<u>Total Line Price</u>
11	RMKAJ85 REPLACEMENT ADJ MOUNT KIT FOR DURANGO	1	\$223.00	\$134.26 /EA	\$134.26
				Total:	\$6,974.26

***Quotes/Estimates are only valid for 60 days from the date of the quote. Please ensure to contact the individual you received the quote/estimate from to confirm validity of quote if past 60 days from the date of this correspondence.

***Any alterations or additions after approval of this quote may result in scheduling times being extended.

Acknowledgement / Date



COUNCIL ACTION FORM

Date: June 2, 2025

Presented By: Broomhall

Subject: Set public hearing on new Subdivision Ordinance Agenda Item: 15

Description:

Southeast Iowa Regional Planning Commission has assisted City Staff and the City Planning Commission to update the Subdivision code to adhere to Iowa Code Chapter 354, and to make sure the process clear.

The Planning Commission has met several times to discuss the proposed changes, on April 28, 2025 they recommended approving and forwarding the proposed ordinance to the City Council. The council must hold public hearings to allow interested parties to be heard before any changes become effective.

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:

Set public hearing

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC
HEARING TO REPEAL TITLE 19 PLAT AND SUBDIVISIONS OF THE
KEOKUK MUNICIPAL CODE AND ADOPT A NEW TITLE 19 SUBDIVISION**

WHEREAS, the City of Keokuk's current subdivision ordinance was last amended in 1983 is outdated and does not Iowa Code with Chapter 354 and;

WHEREAS, Southeast Iowa Regional Planning has worked with City Staff and the City Planning Commission to update the subdivision ordinance, and the City Planning Commission met to review and recommended the adoption of the new ordinance.

WHEREAS, a public hearing shall be conducted by the City Council of the City of Keokuk to allow citizens and interested parties to provide input on amendments, supplements or changes to regulations/restrictions related to subdivision ordinance per Iowa Code, Chapter 354

**NOW THEREFORE, BE IT HEREBY RESOVLED, BY THE CITY COUNCIL
OF THE CITY OF KEOKUK, IOWA**

That a Public Hearing on the proposed adoption of the new subdivision ordinance is scheduled for 5:30 p.m., Thursday, June 19, 2025, 501 Main Street, City Council Chambers, and further that the attached public notice of the time and place of said public hearing shall be given by publication in the Daily Gate City, a local paper of general circulation, as required by the Code of Iowa.

Passed and Approved this 5th day of June 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

PUBLIC NOTICE

Public Notice is hereby given that the City Council of the City of Keokuk, Iowa, will conduct a Public Hearing on the adoption of a new subdivision ordinance Title 19, Subdivision to the Keokuk Municipal Code

The Public Hearing will be held at 5:30 p.m., Thursday, June 19, 2025, 501 Main Street, City Council Chambers, Keokuk, Iowa.

All interested person is invited to attend and comment on the request at that time, or provide written comment to the Community Development Director, 501 Main Street, Keokuk, IA no later than 4:30 PM on Wednesday, June 18, 2025. Questions may be directed to the Community Development Director at (319)524-2050 x2209 or by e-mailing pbroomhall@cityofkeokuk.org.



COUNCIL ACTION FORM

Date: June 2, 2025

Presented By: Broomhall

Subject: Set public hearing zoning amendment Adaptive reuse Agenda Item: 16

Description:

Setting a public hearing to amend the Zoning Code to add adaptive reuse to designated special uses.

The City Planning Commission at their regular meeting of April 28, 2025 reviewed and recommended adding Adaptive reuse of special use buildings within residential districts as a special use.

A public hearing is required.

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:

Set public hearing

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC
HEARING ON A REQUEST TO AMEND TITLE 20, OF THE KEOKUK
MUNICIPAL CODE BY ADDING ADAPTIVE REUSE OF SPECIAL USE
BUILDINGS IN RESIDENTIAL ZONING DISTRICTS**

WHEREAS, a request has been received to amend Title 20, Zoning, by adding Adaptive Reuse of Special Use Buildings in residential zoning districts, and

WHEREAS, a public hearing shall be conducted by the City Council of the City of Keokuk on proposed amendments to the Keokuk Zoning Code pursuant to Iowa Code 414.4 and Keokuk Municipal Code Section 20.88.010.

**NOW THEREFORE, BE IT HEREBY RESOVLED, BY THE CITY COUNCIL
OF THE CITY OF KEOKUK, IOWA**

That a Public Hearing on the proposed amendments to Title 20, scheduled for 5:30 p.m., Thursday, June 19, 2025, 501 Main Street, City Council Chambers, and further that the attached public notice of the time and place of said public hearing shall be given by publication in the Daily Gate City, a local paper of general circulation, as required by the Code of Iowa.

Passed and Approved this 5th day of June 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

PUBLIC NOTICE

Public Notice is hereby given that the City Council of the City of Keokuk, Iowa, will conduct a Public Hearing on proposed amendments to Title 20, Zoning by adding Adaptive Reuse of Special Use Buildings in residential zoning districts.

The Public Hearing will be held at 5:30 p.m., Thursday, June 19, 2025, 501 Main Street, City Council Chambers, Keokuk, Iowa.

All interested person is invited to attend and comment on the request at that time, or provide written comment to the Community Development Director, 501 Main Street, Keokuk, IA no later than 4:30 PM on Wednesday, June 18, 2025. Questions may be directed to the Community Development Director at (319)524-2050 x2209 or by e-mailing pbroomhall@cityofkeokuk.org.



COUNCIL ACTION FORM

Date: June 2, 2025

Presented By: Pam Broomhall

Subject: Nuisance Demolition - 623 S 3rd Agenda Item: 17

Description:

623 S 3rd is owned by Integrity Investment REO Holdings LLC. This company purchases/redeems tax sale certificate with no intention of redevelopment of maintaining the properties, at this time this company owns 26 other properties in the City of Keokuk, most of these are in very poor condition.

623 S 3rd is in poor condition, the roof has several holes along with a tree falling on the house sometime ago.

Three bids were received, W & S was the low bidder at \$6,250.00, the high bid on this property was \$11,000.

Housing/Code Enforcement Officer Casey Barnes has taken Integrity Investments REO Holding LLC to court numerous times for noncompliance with vacant property registry. The City also contracts out mowing for said properties. 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 demolition contract.

Approve demolition contract.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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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 623 S 3RD
STREET**

WHEREAS, the City solicited bids for the demolition of single-family dwelling located at 623 S 3rd Street Street; and

WHEREAS, the structure has been declared unsound due to general long-term neglect and more recently a large tree falling on to the house; and

WHEREAS, three bids were received, with the lowest bid of \$6,250.00 submitted by W & S Contracting 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 a bid submitted by W & S Contracting of Keokuk in the amount of Six thousand two hundred and fifty dollars (\$6,250.00) and authorizes the Mayor to sign a contract for said demolition.

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

Passed and Approved this 5th day of June 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk