

AGENDA
CITY COUNCIL MEETING
August 7, 2025
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizens' Request.
6. Consent Agenda.
 - Minutes of the Regular Council meeting of July 17, 2025;
 - Minutes of the Safety Committee meeting of July 24, 2025;
 - Resolution Approving a Liquor License for Keokuk Labor Temple – 5 Day License, 301 Blondeau Street, Special Class C Retail Alcohol License – effective August 28-September 2, 2025;
 - Special Event Permit for Jessica DeShaw, 5k Rooster Walk/Run, October 5, 2025, 10:00 a.m. to Noon, starting at Keokuk High School Parking Lot;
 - Motion to pay bills and transfers listed in Register No.'s 5486-5488;
7. (a) Now is the time and place for a public hearing for the Keokuk Municipal Airport Terminal Rehabilitation Project. A public hearing notice was published in the Daily Gate City on July 18, 2025.

(b) Consider resolution awarding contract for the Airport Terminal Rehabilitation Project, FAA Project No. 3-19-0050-027 BIL-AIG (2025)
8. Consider resolution setting dates of a consultation and public hearing on a proposed amendment and restated Twin Rivers Urban Renewal Plan in the City of Keokuk, State of Iowa.
9. Consider resolution approving contract for towing & storage with Rairden's Auto Salvage.
10. Consider resolution awarding contract with Shoemaker & Haaland for construction services for the Riverfront Trail.
11. Consider resolution in support of an Integrated Roadside Vegetation Management Plan for the City of Keokuk.
12. Consider resolution approving Street Financing Report for Fiscal Year Ending June 30, 2025.
13. Consider resolution authorizing the Mayor to sign demolition contract for a single-family dwelling located at 211 N. 8th Street.
14. Consider resolution approving Joyce Park lease with Keokuk Youth Soccer Association.
15. Consider resolution approving contract for the Keokuk Riverfront Trail project.
16. Motion to approve a Special Event Permit for Lake Cooper Foundation, Big Dam Street Festival, September 25-27, 2027 @ Victory Park, serving alcohol and having a Fireworks Display.
17. Motion to authorize the Mayor to sign a contract with Spark Consulting to assist the Historic Preservation Commission with a Planning for Preservation Project.
18. Council Liaison Reports:
19. Staff Reports:
20. New Business:
21. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
July 17, 2025
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on July 17, 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: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Police Chief Zeth Baum, and Fire Chief Gabe Rose.

MAYOR’S CORRESPONDENCE: Informed of upcoming area events. Thanked everyone at City Hall, Police and Fire department for hosting some special needs groups.

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

- Minutes of the Regular Council meeting of July 3, 2025;
- Cash Receipts & Treasurer’s Report for June 2023;
- **RESOLUTION NO. 255-2025:** Approving a Liquor License for Chintz’s, 1310 Main Street, Class C Retail Alcohol License – effective July 24, 2025;
- Re-appointment of Katherine Marion and Renee Tatroe to the Keokuk Public Library Board, terms to expire July 1, 2031;
- Re-appointment of Damon Cackley and Richard Beaird to the Depot Commission, terms to expire June 1, 2029;
- Special Event Permit for United Way of the Great River Region, 21st Annual Back to School Festival, Friday August 8, 2025, 1 p.m. to 8 p.m. at Trinity United Methodist Church, 2330 Plank Road;
- Sidewalk Display Permit for The Athletic Center, 521 Main Street;
- Motion to pay bills and transfers listed in Register No.’s 5483-5485;

Motion made by Greenwald, second by Mullin to approve the second reading of Ordinance repealing Title 19 Plats and Subdivisions and enacting in lieu thereof a new Ordinance Title 19 Subdivision of the Keokuk Municipal Code.

Roll Call Vote: AYES – Crenshaw, Cackley, Dade, Tillman, Mullin, Walker, Andrews, Bryant, and Greenwald. (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Crenshaw to waive the third/final reading of the Ordinance repealing Title 19 Plats and Subdivisions and enacting in lieu thereof a new Ordinance Title 19 Subdivision of the Keokuk Municipal Code.

Roll Call Vote: AYES – Crenshaw, Cackley, Dade, Tillman, Mullin, Walker, Andrews, Bryant, and Greenwald. (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Tillman to adopt and give final approval of **ORDINANCE NO. 2056:** Repealing Title 19 Plats and Subdivisions and enacting in lieu thereof a new Ordinance Title 19 Subdivision of the Keokuk Municipal Code. (9) AYES, (0) NAYS. Motion carried.

Motion made by Mullin, second by Crenshaw to approve the following proposed **RESOLUTION NO. 256-2025**: “A RESOLUTION SETTING A PUBLIC HEARING FOR THE KEOKUK MUNICIPAL AIRPORT TERMINAL REHABILITATION PROJECT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Walker to approve the following proposed **RESOLUTION NO. 257-2025**: “A RESOLUTION APPROVING OFFICER TRAINING REIMBURSEMENT AGREEMENT WITH THE KEOKUK POLICE DEPARTMENT.” (9) AYES, (0) NAYS. Motion carried.

Mayor asked for a motion, no motion made for a resolution to submit to the electors a public measure to reduce the number of City Council Members to Five (5) Comprising Four (4) Ward Representatives and One (1) At-Large Member. Motion failed.

Motion made by Greenwald , second by Bryant to approve the following proposed **RESOLUTION NO. 258-2025**: “A RESOLUTION APPROVING THE PURCHASE OF A 2025 FREIGHTLINER GARBAGE TRUCK.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Crenshaw, second by Dade to approve the following proposed **RESOLUTION NO. 259-2025**: “A RESOLUTION APPROVING \$23,242.00 PAYMENT TO ACCESS RECEIVABLES MANAGEMENT FOR SATISFACTION OF WINDSTREAM HOLDINGS PHONE CHARGES.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Tillman to approve Special Event Permit for Brian Jobe, Rockin’ On The River Festival, Saturday, August 23, 2025, 10 a.m. to 12 a.m. at the Rand Park Pavilion requesting BYOB. (0) AYES, (9) NAYS. Motion failed.

STAFF REPORT: Police Chief Baum reported the vehicle that was approved to be replaced by insurance money is in Des Moines getting outfitted and should be on the road shortly. Also gave update on approval of GTSB Grant and how that money will be utilized. City Administrator Jim Ferneau requested that the city finance committee meet to walk through TIF, asked Celeste for information regarding council seat process, when paperwork can be picked up.

Motion made by Tillman, second by Dade to adjourn the meeting at 6:14 p.m.

CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Thursday, July 24, 2025
8:30AM

Meeting called to order at 8:30 am.

In Attendance: Shannon Masterson, Matt Maerz, Roger Bryant, Steve Dray, John Reiter.

OLD BUSINESS:

Follow up on items: No old business.

NEW BUSINESS

Heat Illness: Take Precautions to Stay Safe

- Drink plenty of fluids and don't wait until you are thirsty.
- Limit sun exposure and if you are working in the sun wear sunscreen and wear light-colored clothing with your PPE and consider a hat.
- Take plenty of breaks in the shade or seek air conditioning during the hottest part of the day.
- Most importantly. Know your limits. If you start to feel faint, weak, or dizzy, stop all activity and seek help.

3 Behaviors That Make You the Calmest Person in the Room

Human groups are wired to seek cues for stability in uncertain situations. People scan for behavioral signals of calm, control and composure. The person who stays grounded can anchor the emotional tone of the entire room. Here are few tips:

- Slow Your Exhale – Slowing your exhale lowers heart rate and helps maintain executive function under pressure.
- Master the Neutral Face – Relax your facial muscles, release tension from the jaw and brow, and let your gaze soften. This sends a non-threatening signal that calms others' nervous system.
- Use Stillness – Rest your hands lightly on the table, slow your gestures. Behavioral research confirms leaders who demonstrate controlled stillness are perceived as more composed, credible and trustworthy.

Anything to report on SCC training? No

Monthly SCC Training.

August - Respiratory Safety/Silica (Annual)

September – Lead & Asbestos (Annual)

October – Electrical Safety

New business –There was no new business to discuss.

There was no “near miss” item that needs attention.

There was one Company Nurse report.

Set the date of Thursday, October 30, 2025, for the next meeting.

The meeting adjourned at 8:33 am.

Respectfully submitted by Shannon Masterson.

RESOLUTION NO.

**A RESOLUTION APPROVING A SPECIAL CLASS C RETAIL ALCOHOL
LICENSE FOR KEOKUK LABOR TEMPLE, 5 DAY TERM AUGUST 28-
SEPTEMBER 2, 2025**

WHEREAS, Application has been made by Keokuk Labor Fraternal Council for a Special Class C Retail Alcohol License 5-day term August 28 – September 1, 2025, for Keokuk Labor Fraternal Council, 301 Blondeau 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, Keokuk Labor Fraternal Council 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 Special Class C Retail Alcohol License for Keokuk Labor Fraternal Council, 301 Blondeau Street, 5-day term to be effective August 28 - September 2, 2025, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 7th day of August 2025.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

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:

Jessica Deshaw

Name/Event:

Rooster Run 5K

Coordinator:

Mailing Address: 1753 Homestead Dr. Liberty, MO 64068

Daytime Phone #: _____ Evening Phone #: _____

319-795-3509

Email Address:

Jessdeshaw3@gmail.com

2. EVENT INFORMATION

Type of Event: 5K walk/run

Days/Dates of Event: 6/5/25 10 a.m. - 12 p.m.

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

Event Location: Start @ Keokuk High School parking lot

Will event require an alcohol license or require modification of

an existing license? _____ Yes ☒ No

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

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

_____ Temporarily park in a "No Parking" area (specify location
2)

_____ Temporarily close a street for a block party (specify street
2)

_____ Temporarily install structure in street right-of-way.

_____ Permanently install structure in street right-of-way.

_____ Use of City Park (specify park :)

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

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

_____ Banner (specify location :)

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

_____ Fireworks (specify location :)

Other (please specify :)

4. **ITEMS REQUESTED FROM THE CITY OF KEOKUK (\$25**

rental fee required per item requested)

_____ Street barricades

_____ Emergency "No Parking" Signs

_____ Other (please specify :)

5. **SOUND SYSTEMS**

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

Duration of event: _____

Please indicate if the following will be used:

_____ Amplified Sound/Speaker System _____ Recorded
Music

_____ Public Address System _____ Live Music ☐

☐

6. SANITATION

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

Will additional restrooms be brought to the site? _____ Yes _____

No If yes, how many? _____ Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person:

Address:

Daytime Phone:

Evening Phone:

7. SECURITY

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

What type of security will be provided?

_____ Number of Off-Duty Police Officers

n/A

Names:

8. INSURANCE

Applicant shall obtain and maintain a general liability insurance policy naming the City of Keokuk as additional insured using form IL 7305 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

Date

Jason DeShaw

10/23/25

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:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2025

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 Country Financial, Brokerage 1705 N. Towanda Avenue Bloomington Illinois 61701	CONTACT NAME: Angela Murphy PHONE (A/C, No, Ext): 866-434-3458 FAX (A/C, No): 866-236-6303 E-MAIL ADDRESS: brokerage@countryfinancial.com PRODUCER CUSTOMER ID:																					
INSURED Rooster Walk/Run 1753 Homestead Dr Liberty, MO 64068 A Member of the Sports, Leisure & Entertainment RPG	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>AIG Specialty Insurance Company</td><td>26883</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:	AIG Specialty Insurance Company	26883	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** W03069199**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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		9YAPG0001334486501	10/05/2025 12:01 AM EDT	10/06/2025 12:01 AM	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$1,000,000</td></tr><tr><td>PROFESSIONAL LIABILITY</td><td></td></tr><tr><td>LEGAL LIAB TO PARTICIPANTS</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$1,000,000	PROFESSIONAL LIABILITY		LEGAL LIAB TO PARTICIPANTS	\$1,000,000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<table><tr><td><input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr></table>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT									
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A	MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486501	10/05/2025 12:01 AM EDT	10/06/2025 12:01 AM	<table><tr><td>PRIMARY MEDICAL</td><td></td></tr><tr><td>EXCESS MEDICAL</td><td>\$25,000</td></tr></table>	PRIMARY MEDICAL		EXCESS MEDICAL	\$25,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Name: Rooster Walk/Run Type of Event: Walk and Run Distance:5K

Event Date (including ancillary events and set-up/tear-down): 10/5/2025 to 10/5/2025 Number of Participants: 150 Event Location: City of Keokuk , 501 Main St, Keokuk

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

City of Keokuk
501 Main St
Keokuk, IA 52632
(Owner/Lessor of Premises)

CANCELLATION

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

Scott Finkbeiner

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s) City of Keokuk 501 Main St Keokuk, IA 52632
Named Insured: Rooster Walk/Run
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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DATE (MM/DD/YYYY)
07/21/2025

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	PHONE (A/C, No, Ext): 866-434-3458	FAX (A/C, No): 866-236-6303	
	E-MAIL ADDRESS: brokerage@countryfinancial.com		
	PRODUCER CUSTOMER ID:		
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	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W03069197 **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"/> PROJECT <input type="checkbox"/> LOC OTHER:			9YAPG0001334486501	10/05/2025 12:01 AM EDT	10/06/2025 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486501	10/05/2025 12:01 AM EDT	10/06/2025 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event Name: Rooster Walk/Run Type of Event: Walk and Run Distance:5K
Event Date (including ancillary events and set-up/tear-down): 10/5/2025 to 10/5/2025 Number of Participants: 150 Event Location: City of Keokuk

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION 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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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF AUGUST 7, 2025.

REGISTER NO. 5486

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 28,989.12
BARCO MUNICIPAL PRODUCTS, INC.	SUPPLIES	\$ 215.40
BEARING HEADQUARTERS CO.	PARTS	\$ 4,026.04
GATE CITY PUBLISHING	PUBLICATIONS	\$ 188.83
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 200.00
GRAY QUARRIES, INC	ROADROCK	\$ 578.88
JIM BAIER, INC	PARTS	\$ 475.23
RIVER CITY PARTS, INC.	PARTS	\$ 105.55
ACCESS SYSTEMS	SERVICE	\$ 56.45
KONE INC.	MATERIAL/LABOR	\$ 5,462.00
S. J. SMITH WELDING SUPPLY	SUPPLIES	\$ 10.50
HICKEY CONTRACTING COMPANY	N.6-7TH ALLEY RECONSTRUCTION	\$ 84,779.35
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 3,723.25
TASKE FORCE, INC.	SERVICE	\$ 16,042.50
GALLS, LLC	SUPPLIES	\$ 24.25
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 441.24
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 998.95
ALLIANT	SERVICE	\$ 27,718.18
PETTY CASH-KEOKUK LIBRARY	SUPPLIES	\$ 35.00
THE CARDBOARD BOX	UPS CHARGES WWTP	\$ 120.16
HACH COMPANY	WPC LAB SUPPLIES	\$ 1,159.66
CENTURY LINK	SERVICE	\$ 579.53
GREAT RIVER REGIONAL WASTE	SERVICE	\$ 21,623.83
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES WPC	\$ 10,280.62
MEYERS PLUMBING	PARTS/LABOR	\$ 1,502.02
SHOEMAKER & HAALAND	ENGINEERING SERVICES	\$ 7,659.86
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION 5/26-6/29/25	\$ 1,160.00
VAN METER INDUSTRIAL	CREDIT ON ACCOUNT	\$ (25.09)
ELECTRIC PUMP	SOAP CREEK LS,SERVICE CALL	\$ 4,296.65
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 2,520.10
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$ 778.00
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$ 2,319.00
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$ 743.60
DOWNEY'S FIRE EQUIPMENT	10 EXT./SERV.CHARGE @ LIBRARY	\$ 75.00
HY-VEE, INC.	SUPPLIES	\$ 466.14
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 643.99
HOERNER YMCA	1/4 POOL MANAGEMENT FEE	\$ 6,250.00
LEE COUNTY HEALTH DEPARTMENT	POOL INSPECTION/WATERSLIDES	\$ 520.00
NORTH CENTRAL LABORATORIES	LAB SUPPLIES WWTP	\$ 277.29

REGISTER NO. 5487

YOUNGGREN SHOES	SAFETY SHOES D.LONG PARKS DEPT	\$ 163.55
PIPER SANDLER & CO.	PROFESSIONAL SERVICES	\$ 1,250.00
ELLIOTT EQUIPMENT CO.	2025 FREIGHTLINER GARBAGE TRCK	\$ 335,500.00
KEOKUK COMMUNITY SCHOOL	FRANCHISE FEE REBATE	\$ 1,487.52
LABOR DAY MEDIA FUND	LABOR DAY MEDIA PROGRAM AD	\$ 150.00
USA BLUE BOOK	SUPPLIES WWTP	\$ 1,529.40
FRANK MILLARD & CO., INC.	LABOR/MATERIAL @ PUBLICLIBRARY	\$ 645.73
AUTOZONE	BATTERY	\$ 64.99
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$ (470.20)
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 2,173.64
DOUBLE A" GLASS L.L.C. "	ROQUETTE OFFICES WINDOW REPAIR	\$ 1,908.44
PAUL S. KELLY SR.	SERVICE	\$ 552.30
YSI INC.	LAB SUPPLIES WWTP	\$ 2,881.07
CAPITAL ONE	SUPPLIES	\$ 937.91
KEOKUK ROTARY CLUB	DUES 2025-2026	\$ 425.00
MENARD INC.	PARTS/SUPPLIES KEOKUK AIRPORT	\$ 299.08
SCHIMBERG CO.	PARTS/SUPPLIES SEWER DEPT.	\$ 1,070.88
ANDREW WHITAKER	REIMB.ARTISTIC CLEANER BILL	\$ 15.00
MEDIACOM	SERVICE	\$ 1,100.85
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$ 186.76
IMI EQUIPMENT, LLC	JD PARTS SANITATION	\$ 247.32
UNIVERSITY OF IOWA HEALTH CARE	SERVICES	\$ 2,211.20
KEVIN B. FEEHAN	VEGETATION CONT.RAND N.RIVER RD.	\$ 3,200.00
UI HEALTH CARE MED CENTER	SERVICES	\$ 2,179.80
LEE COUNTY TREASURER	79 LEINS NUISANCE HOUS.ABATE.	\$ 395.00
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 14.90
BRITE-WAY WINDOW SERVICE	SERVICE KEOKUK PUBLIC LIBRARY	\$ 85.00
JIM'S GREENHOUSE	RAND PARK ADOPT A BED 2025	\$ 4,206.61
CARD SERVICES	KEOKUK PUBLIC LIBRARY	\$ 563.86
ANYTIME FITNESS	MEMBERSHIP KFD	\$ 408.00
MIDWAY FREIGHTLINER,INC.QUINCY	CREDIT ON ACCOUNT	\$ (28.13)
WEST CENTRAL FS INC.	DIESEL KEOKUK MUN. AIRPORT	\$ 780.03
INTERSTATE BATTERIES OF	BATTERY POLICE DEPT.	\$ 94.95
ACCO	POOL CHEMICALS	\$ 1,383.20
IOWA LAW ENFORCEMENT ACADEMY	SERVICE	\$ 475.00
RELIANT FIRE APPARATUS, INC.	PARTS & FREIGHT KFD	\$ 2,214.55
DARKSIDE TINT & GRAPHIX	DECALS, & EMBROIDERY ON SHIRTS	\$ 445.00
OVERDRIVE, INC.	FY26BRIDGES BOOK CONTENT FEE	\$ 2,676.00
LIBERTY UTILITY IOWA	SERVICE	\$ 8,817.24
DOUG SEABOLD	TOOL ALLOWANCE REIM.FY2025-26	\$ 224.69
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$ 472.00
INTERSTATE BILLING SERVICE,INC	PARTS SANITATION DEPT.	\$ 219.85
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 1,936.50

REGISTER NO. 5488

ARMSTRONG TRACTOR LLC	PARTS BRIDGE DEPT.	\$	1,069.96
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$	55.31
TSS	SERVICE	\$	75.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$	600.00
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$	126.00
STEW HANSEN DODGE CITY	2025 DODGE DURANGO KPD	\$	42,399.00
DAILY GATE CITY	SUBSCRIPTION-CITY HALL	\$	157.00
JANICE LINDNER	REIMBURSE GRAND THEATER SUPPLIES	\$	994.07
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	900.00
IOWA ONE CALL	SERVICE	\$	188.50
NEWBERRY LANDSCAPING LLC	MOWING NUISANCE PROPERTIES	\$	1,180.00
ASCENT AVIATION GROUP INC	AIRPORT FUEL	\$	50,368.81
NORRIS ASPHALT PAVING	1/2' SURFACE	\$	2,322.24
SHARED IT INC	IT SERVICES	\$	1,660.80
MOHRFELD ELECTRIC INC	KEO.MAIN ST APT.BLDG PURCHASE	\$	25,000.00
NAPA AUTO PARTS	PARTS	\$	896.59
SCOTT'S ULTRA CLEAN LLC	JANITORIAL SERVICE SEPT25 LIB.	\$	1,375.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$	392.08
EVORA ENERGY, LLC	REMOVE WATER AV GAS TANK AIRPT	\$	1,551.19
BLACKSTONE PUBLISHING	KEOKUK PUBLIC LIBRARY	\$	178.26
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$	315.00
ELITE LAWN AND LANDSCAPE LLC	NUICANCE MOWINGS	\$	3,520.00
ACCESS SYSTEMS LEASING	KEOKUK PUBLIC LIBRARY	\$	193.20
HEY BRUCE INC.	MOWING & EQUIP.MAINT.@ AIRPORT	\$	862.50
JONES CONTRACTING CORP.	KEOKUK RIVERFRONT TRAIL	\$	4,074.49
CENGAGE LEARNING INC./GALE	KEOKUK PUBLIC LIBRARY	\$	184.53
MCCLOUD SERVICES	SERVICE	\$	119.32
AE JOHNSON LLC	MOWING NUISANCE PROPERTIES	\$	525.00
PORTA-BUBS LLC	REG/HANDICAP UNIT @ PARK	\$	1,475.00
LEE COUNTY FLORAL LLC	CRAFT N CHAT KEOKUK LIBRARY	\$	300.00
SPEX CERTIPREP LLC	SUPPLIES WWTP	\$	1,751.97
STREET SMARTS VR, INC.	SERVICE KEOKUK POLICE DEPT.	\$	45,000.00
TYLER SULLIVAN	IOWA SCENIC VIEWS BY FOOT-LIB.	\$	200.00
RANDY HAASE	REIMB.SERVICEMASTER CLEANUP	\$	780.35
KEVIN OR JEANNE KUCKELMAN	REIMB.BASEMENT CLEANUP SEWER	\$	374.50
JESSICA RICHARDS	REIMB.DAMAGE TO VEH.@ SIDS CNT	\$	607.68
		\$	813,888.92



COUNCIL ACTION FORM

Date: August 7, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: Airport Terminal Rehab Project Agenda Item: _____

Description:

The City of Keokuk has reviewed the bids received July 10, 2025, for the "Keokuk Municipal Airport – Terminal Rehabilitation" Project, FAA Project No. 3-19-0050-027 BIL-AIG (2025). A total of two (2) bids were received. The lowest responsive and responsible bidder was Jim Barton Construction of Mount Pleasant, IA. The bid was over the engineer's estimate and appears to be fair and reasonable. Analysis of the project budget shows the ability of the City to fully fund the project using FAA IIJA funding sources. With all the necessary bid requirements being met, we recommend the contract in the amount of \$303,530.00 be awarded to Jim Barton Construction. Our Consultant has reviewed the bid submittal documentation and also concurs with this recommendation. This project is 95% funded with FAA IIJA (Formerly BIL). A 5% local match totaling \$19,186 is the local contribution required to complete the proposed improvements.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-280-6710 Title: CAP EQUIP-AIRPORT

Amount Budgeted: \$204,035

Actual Cost: \$19,186

Under/Over: _____

Funding Sources:

FAA IIJA _____

Airport _____

Departments:

Airport _____

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDED CONTRACT FOR
THE AIRPORT TERMINAL REHABILITATION PROJECT
FAA PROJECT NO. 3-19-0050-027 BIL-AIG (2025)**

WHEREAS two bids were received on Thursday, July 10, 2025, for the Keokuk Municipal Airport Terminal Rehabilitation Project, FAA Project No. 3-19-0050-027 BIL-AIG (2025); and

WHEREAS the low bid was received by Jim Barton Construction of Mount Pleasant, IA in the amount of \$303,530.00; and

WHEREAS the project consultant has reviewed the bids and recommends proceeding; and

WHEREAS the project is 95% funded with the City of Keokuk being responsible for a 5% match of \$19,186.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the City Council does hereby approve a contract for the Airport Terminal Rehabilitation Project with Jim Barton Construction of Mount Pleasant, IA in the amount of \$303,530 with the City being responsible for \$19,186.

Passed this 7th day of August 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

July 10, 2025



Mr. James Ferneau
City Administrator
City of Keokuk
501 Main Street
Keokuk, IA 52632

**Re: Keokuk Municipal Airport
Terminal Rehabilitation
FAA NO. 3-19-0050-027-BIL-AIG (2025)
Letter of Recommendation**

Dear Mr. Ferneau:

McClure has reviewed the bids received July 10, 2025, for the *"Keokuk Municipal Airport - Terminal Rehabilitation"* project. A total of two (2) bids were received. The lowest responsive and responsible Bidder was Jim Barton Construction of Mount Pleasant, IA. With all the necessary bid requirements being met, McClure recommends the contract in the amount of **\$303,530.00** be awarded to Jim Barton Construction.

The contract amount includes awarding the base bid and bid alternate 1 and 2.2:

Base Bid - Terminal Rehabilitation:	\$290,230.00
Bid Alternate-1 (New Windows):	\$6,500.00
Bid Alternate-2.2 (AC Condenser):	\$6,800.00
Total	\$303,530.00

This project is 95% funded with FAA IJA (Formerly BIL). A 5% local match totaling \$19,186 is the local contribution required to complete the proposed improvements.

We have enclosed a copy of the bid tabulation for your files. If you have any questions or require any additional information, please call me at (319) 471-1919.

Sincerely,

McCLURE




Adam Thompson
Project Manager

Enclosures: Bid Tab

AT THE UNIT PRICES AND EXTENSIONS LISTED BELOW.



Keokuk Regional Airport Terminal Rehabilitation FAA PROJECT NO. 3-19-0050-027 BIL-AIG (2025) AT THE UNIT PRICES AND EXTENSIONS LISTED BELOW.										ENGINEER'S ESTIMATE		Meyers & James Construction		Jim Barton Construction	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION				
BASE BID - TERMINAL REHABILITATION															
1	MOBILIZATION	1.0	LS	\$ 25,000.00	\$ 25,000.00		\$ 0.00	\$ 13,500.00	\$ 13,500.00		\$ 13,500.00				
2	BUILDING INTERIOR/EXTERIOR DEMOLITION	1.0	LS	\$ 14,600.00	\$ 14,600.00		\$ 0.00	\$ 16,725.00	\$ 16,725.00		\$ 16,725.00				
3	ROUGH CARPENTRY	1.0	LS	\$ 7,200.00	\$ 7,200.00		\$ 0.00	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00				
4	MILLWORK	1.0	LS	\$ 7,500.00	\$ 7,500.00		\$ 0.00	\$ 9,000.00	\$ 9,000.00		\$ 9,000.00				
5	WINDOW, DOOR INSTALL	1.0	LS	\$ 12,450.00	\$ 12,450.00		\$ 0.00	\$ 14,000.00	\$ 14,000.00		\$ 14,000.00				
6	INTERNAL WALL FINISH	1.0	LS	\$ 26,100.00	\$ 26,100.00		\$ 0.00	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00				
7	INSULATION	1.0	LS	\$ 14,490.00	\$ 14,490.00		\$ 0.00	\$ 18,000.00	\$ 18,000.00		\$ 18,000.00				
8	TILING INSTALL, CEMENT BOARD, PREP	1.0	LS	\$ 6,236.00	\$ 6,236.00		\$ 0.00	\$ 6,000.00	\$ 6,000.00		\$ 6,000.00				
9	ACOUSTIC CEILING INSTALL	1.0	LS	\$ 9,200.00	\$ 9,200.00		\$ 0.00	\$ 12,000.00	\$ 12,000.00		\$ 12,000.00				
10	CARPET INSTALL, PREP	1.0	LS	\$ 7,876.00	\$ 7,876.00		\$ 0.00	\$ 12,275.00	\$ 12,275.00		\$ 12,275.00				
11	INTERIOR PAINTING	1.0	LS	\$ 7,200.00	\$ 7,200.00		\$ 0.00	\$ 14,000.00	\$ 14,000.00		\$ 14,000.00				
12	BATHROOM, OASIS, JANITOR FIXTURES	1.0	LS	\$ 3,500.00	\$ 3,500.00		\$ 0.00	\$ 8,000.00	\$ 8,000.00		\$ 8,000.00				
13	PLUMBING INSTALL	1.0	LS	\$ 10,300.00	\$ 10,300.00		\$ 0.00	\$ 21,750.00	\$ 21,750.00		\$ 21,750.00				
14	HVAC INSTALL, DUCT (REUSE UNIT)	1.0	LS	\$ 6,500.00	\$ 6,500.00		\$ 0.00	\$ 11,500.00	\$ 11,500.00		\$ 11,500.00				
15	ELECTRICAL, LIGHTING, COMMUNICATION INSTALL	1.0	LS	\$ 45,800.00	\$ 45,800.00		\$ 0.00	\$ 60,000.00	\$ 60,000.00		\$ 60,000.00				
16	GENERATOR INSTALL	1.0	LS	\$ 18,000.00	\$ 18,000.00		\$ 0.00	\$ 17,480.00	\$ 17,480.00		\$ 17,480.00				
17	EXTERIOR SITE IMPROVEMENT	1.0	LS	\$ 13,000.00	\$ 13,000.00		\$ 0.00	\$ 16,500.00	\$ 16,500.00		\$ 16,500.00				
18	BUILDING ENVELOPE PENETRATION SEALING	1.0	LS	\$ 2,500.00	\$ 2,500.00		\$ 0.00	\$ 4,500.00	\$ 4,500.00		\$ 4,500.00				
TOTAL BASE BID:					\$ 237,452.00		\$ 309,954.00		\$ 290,230.00		\$ 290,230.00				
BID ADDITION #1 - 500' RUNWAY 18 EXTENSION															
ALT-1	INSTALL 3 NEW WINDOWS	1.0	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,040.00	\$ 2,040.00	\$ 6,500.00	\$ 6,500.00		\$ 6,500.00				
ALT-2.1	INSTALL NEW FURNACE UNIT	1.0	LS	\$ 3,500.00	\$ 3,500.00	\$ 5,200.00	\$ 5,200.00	\$ 4,200.00	\$ 4,200.00		\$ 4,200.00				
ALT-2.2	INSTALL NEW AC CONDENSER (2.5 ton, 15 SEER mth)	1.0	LS	\$ 5,200.00	\$ 5,200.00	\$ 5,900.00	\$ 5,900.00	\$ 6,800.00	\$ 6,800.00		\$ 6,800.00				
ALT-3	INSTALL 4" DOWNSPOUT DRAIN PIPE AND CONNECT TO INTAKE	1.0	LS	\$ 3,750.00	\$ 3,750.00	\$ 5,250.00	\$ 5,250.00	\$ 3,700.00	\$ 3,700.00		\$ 3,700.00				
ALT-4	PAINT EXTERIOR	1.0	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,200.00	\$ 6,200.00	\$ 25,000.00	\$ 25,000.00		\$ 25,000.00				
TOTAL BID ALTERNATE:					\$ 21,450.00		\$ 24,590.00		\$ 46,200.00		\$ 46,200.00				
TOTAL BASE BID + BID ALTERNATE:					\$ 258,902.00		\$ 334,544.00		\$ 336,430.00		\$ 336,430.00				
By:  Adam Thompson, Project Manager															



COUNCIL ACTION FORM

Date: 8/7/2025

Presented By: Ferneau

Subject: Urban Renewal Area #8 Proceedings Agenda Item: 8

Description:

The resolution does the following:
Sets August 14, 2025 at 2pm for consultation meeting with other taxing jurisdictions.
Sets September 4, 2025 at 5:30 PM for public hearing and adoption of urban renewal amendment.
The plan amendment authorizes the usage of TIF Funding to cover all or a portion of costs associated with the planned Timea Street project and associated sewer/stormwater separation work.
There is also an additional authorization to annually cover the reimbursement of \$25,000 of general fund administrative costs for TIF related work over the next 5 years.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ITEM TO INCLUDE ON AGENDA

CITY OF KEOKUK, IOWA

August 7, 2025

5:30 P.M.

Amended and Restated Twin Rivers Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 8 to the Amended and Restated Twin Rivers Urban Renewal Plan in the City of Keokuk, State of Iowa.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

August 7, 2025

The City Council of the City of Keokuk, State of Iowa, met in regular session, in the Council Chambers, City Hall, 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 _____ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 8 TO THE AMENDED AND RESTATED TWIN RIVERS URBAN RENEWAL PLAN IN THE CITY OF KEOKUK, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

**RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED
AMENDMENT NO. 8 TO THE AMENDED AND RESTATED
TWIN RIVERS URBAN RENEWAL PLAN IN THE CITY OF
KEOKUK, STATE OF IOWA**

WHEREAS, by Resolution No. 96-08, adopted April 24, 2008, this Council approved and adopted the Amended and Restated Twin Rivers Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Twin Rivers Urban Renewal Area ("Area" or "Urban Renewal Area"), combining the Keokuk Senior Housing Limited Partnership Development Urban Renewal Area, the Downtown Urban Renewal Area, and the North Main Street Urban Renewal Area, together with additional property, with the Twin Rivers Urban Renewal Area of the City of Keokuk, Iowa; and

WHEREAS, the Plan has subsequently been amended multiple times, lastly by the adoption of Amendment No. 7 to the Plan, adopted by Resolution No. 83-2022 on June 2, 2022; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

Beginning at the intersection of the centerline of U.S. Highway 218 and the centerline of Plank Road; thence Southeasterly along said centerline of Plank Road to the centerline of Eicher Street; thence East along said centerline of Eicher Street to the centerline of Middle Road; thence South along said centerline of Middle Road to the centerline of Washington Street; thence East along said centerline of Washington Street to the centerline of Orleans Avenue; thence Southeasterly along said centerline of Orleans Avenue to the centerline of North 17th Street; thence Northeasterly along said centerline of North 17th Street to the intersection of said centerline of North 17th Street extended and the ordinary high water mark of the Mississippi River; thence Southerly and Westerly along said ordinary high water mark of the Mississippi River to the intersection of said ordinary high water mark of the Mississippi River and the ordinary high water mark of the Des Moines River; thence West along said ordinary high water mark of the Des Moines River to the intersection of said ordinary high water mark of the Des Moines River and the West line of Section 34 in Township 65 North, Range 5 West; thence North along said West line of Section 34 to the North line of said Section 34; thence East along said North line of Section 34 to the intersection of said North line of Section 34 and the East right-of-way of U.S. Highway 61; thence South along said East right-of-way of U.S. Highway 61 to the intersection of said East right-of-way of U.S. Highway 61 and the North right-of-way of U.S. Highway 136; thence Easterly along said North right-of-way of U.S. Highway 136 to the North-South center of section lines of Sections 35, 26 and 23, Township 65 North, Range 5 West; thence north along the said North-South center of section line of Sections 35, 26 and 23 in said Township and Range to the intersection of the centerline of Johnson Street Road;

thence West along said centerline of Johnson Street Road to the centerline of U.S. Highway 61 and Johnson Street Road; thence West along said centerline of Johnson Street Road, 560 feet; thence North, 305 feet; thence West 339 feet to the center of Kindustry Road; thence South along the center of Kindustry Road 306 feet to the center of Johnson Street Road; thence West along the center of said Johnson Street Road, 514 feet; thence around the boundary of Kindustry Park through the following described courses; N 00° 13' 32" W, 773.25'; thence N 89° 54' 40" W, 169.0 feet; thence S 00° 13' 32" E, 318.95 feet; thence N 80° 08' 03" W, 503.33 feet; thence N 00° 33' 34" W, 785.29 feet to the South line of the N.W. ¼ of Section 22; thence N 89° 48' 33" W along said South line 232.49 feet; thence N 09° 29' 38" W, 280.88 feet; thence N 89° 18' E, 16.7 feet; thence N 09° 27' 38" W; 406.82 feet; thence N 00° 26' 37" W, 297.8 feet; thence S 89° 33' 23" W, 137.12 feet to the East R.O.W. line of Varner Road; thence N 00° 26' 38" W along said R.O.W., 341.18 feet to the Northwest corner of Lot 10 in Kindustry Park; thence S 89° 44' 58" E along the North line of Kindustry Park 2,487.45 feet to the Northeast corner of Lot 1 in Kindustry Park; thence continuing S 89° 44' 58" E (leaving Kindustry Park) 65 feet to the center of U.S. Highway 61; thence North along the center of said U.S. Highway 61, a distance of 5,720 feet; thence N 57° 00' E, 210 feet, more or less, to the Southwesterly R.O.W. line of the BNSF Railroad extended; thence Southeasterly along said R.O.W. line extended, 230 feet, more or less to the Northwesterly corner of the BNSF Railroad R.O.W.; thence Northeasterly, 50' to the Northeasterly R.O.W. of the BNSF Railroad; thence Southeasterly along said R.O.W. line, 290 feet more or less to a property line; thence Northeasterly along said property line, 900 feet, more or less, to the centerline of Main Street Road (U.S. Highway 218); thence Southeasterly along said centerline of U.S. Highway 218 to the point of beginning.

AMENDMENT NO. 1

Did not add or remove land.

AMENDMENT NO. 2

Removed land as follows:

Beginning at the west corner of lot 7, Fayette Square, City of Keokuk, Lee County, Iowa; thence northeasterly one-hundred and sixty feet (160') to the west corner of lot 6, thence southeasterly three hundred feet (300') to the south corner of lot 1, thence southwesterly one hundred and sixty feet (160') to the south corner of lot 12, thence northwesterly three hundred feet (300') and to the point of beginning.

AMENDMENT NO. 3

Did not add or remove land.

AMENDMENT NO. 4 SUBAREA

Beginning where the centerline of North 17th Street extended intersects the ordinary high water mark of the Mississippi River; thence Northeasterly along said

centerline of North 17th Street extended, to the middle of the main channel of the Mississippi River; thence Southerly and Westerly along said middle of the main channel of the Mississippi River to a point where the boundary line between Missouri and Iowa, if continued, would intersect; thence up the boundary line to the middle of the main channel of the Des Moines River; thence west along the middle of the main channel of the Des Moines River to the intersection of said middle of the main channel and the west line of Section 34, Township 65 North, Range 5 West; thence north along said West line of Section 34 to the ordinary high water mark of the Des Moines River; thence easterly along said ordinary high water mark of the Des Moines River to the intersection the ordinary high water mark of the Mississippi River; thence easterly and northly along the ordinary high water mark of the Mississippi River to the Point of Beginning in Keokuk, Lee County, Iowa.

AMENDMENT NO. 5

Did not add or remove land.

AMENDMENT NO. 6

Removed land as follows:

Beginning at the intersection of the city boundary line in the Mississippi River and Blondeau Street extended, thence Northwesterly along the centerline of Blondeau Street to its intersection with North 1st Street, thence Southwesterly along the centerline of North 1st Street to its intersection with the centerline of the alley, extended, in Block 12, Original City of Keokuk, thence Northwesterly along the centerline line of the alleys extended in Blocks 12 and 27, Original City of Keokuk, to its intersection with the centerline of North 3rd Street, thence Northeasterly along the centerline of North 3rd Street to its intersection with the centerline of Concert Street, thence Northwesterly along the centerline of Concert Street to its intersection with the centerline of North 4th Street, thence Southwesterly along the centerline of North 4th Street to its intersection with the alley extended in Block 38, Original City of Keokuk, thence Northwesterly along the centerline of the alleys in Block 38, 63 and 95, Original City of Keokuk, extended, to its intersection with the centerline of North 7th Street, thence Southwesterly along the centerline of North 7th Street to its intersection with the centerline of the alley, extended, in Block 106, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 106 to its intersection with the centerline of North 8th Street, thence Northeasterly along the centerline of North 8th Street 50 feet to the Southwesterly boundary of the Lot line dividing Lot 1, Block 125, Original City of Keokuk, thence Northwesterly, 50 feet to the Northeasterly boundary of Lot 1, Block 125, Original City of Keokuk, thence Southwesterly 50 feet to the centerline of the alley in Block 125, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 125, Original City of Keokuk, to its intersection with the centerline of North 9th Street, thence Northeasterly to its intersection with the centerline of Blondeau Street, thence Northwesterly along the centerline of Blondeau Street to the centerline of Fayette Square fronting on Blondeau Street,

thence Southwesterly to the centerline of the alley in Fayette Square, thence Northwesterly along the centerline of the alley in Fayette Square and the alleys extended in Blocks 155 and 168, Original City of Keokuk, to its intersections with the centerline of North 12th Street, thence Northeasterly along the centerline of North 12th Street to its intersection of the centerline of Blondeau Street, thence Northwesterly along the centerline of Blondeau Street to its intersection with the centerline of North 13th Street, thence Southwesterly along the centerline of North 13th Street to its intersection with the alley extended in Block 200, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 200, Original City of Keokuk, to its intersection with the centerline of North 14th Street, thence Southwesterly along the centerline of 14th Street to its intersection with the centerline of Johnson Street, thence Southeasterly along the centerline of Johnson Street to its intersection of the centerline of South 13th Street, thence Southwesterly to its intersection with the alley extended in Block 182, Original City of Keokuk, thence Southeasterly along the centerline of the alley in Block 182, Original City of Keokuk, to its intersection with the centerline of South 12th Street, thence Northeasterly along the centerline of South 12th Street to its intersection with the centerline of Johnson Street, thence Southeasterly along the centerline of Johnson Street to its intersection with the centerline of South 4th Street, thence Southwesterly along the centerline of South 4th Street to the centerline of Exchange Street, thence Southeasterly along the centerline of Exchange Street to its intersection with the centerline of South 2nd Street, thence Southwesterly along the centerline of South 2nd Street to its intersection with the centerline of Bank Street, thence Southeasterly along the centerline of Bank Street to its intersection with the centerline of South 1st Street, thence Southwesterly along the centerline South 1st Street to its intersection with Des Moines Street extended, thence Southeasterly along the centerline of Des Moines Street to its intersection with the city boundary line in the Mississippi River, thence Northeasterly along the city boundary line in the Mississippi River to point of beginning

EXCEPT the following portion of the Downtown Urban Renewal Subarea which shall remain part of the Twin Rivers Urban Renewal Area and may continue to be referred to as the Downtown Urban Renewal Subarea:

Lot 3 and the Easterly 21 Feet of Lot 4, Block 93, Original City of Keokuk, Lee County, Iowa

And

The full right of way for Main Street from 6th Street to 7th Street, including the intersections with each, and the full right of way for 6th Street from Main Street to Johnson Street including the intersections with each.

Note: the following portion of the Downtown Urban Renewal Subarea was previously removed from the Twin Rivers Urban Renewal Area by Amendment No. 2 to the Amended and Restated Twin Rivers Urban Renewal Plan in 2016 and

was placed in a separate urban renewal area – the Keokuk Senior Lofts Urban Renewal Area:

Beginning at the west corner of lot 7, Fayette Square, City of Keokuk, Lee County, Iowa; thence northeasterly one-hundred and sixty feet (160') to the west corner of lot 6, thence southeasterly three hundred feet (300') to the south corner of lot 1, thence southwesterly one hundred and sixty feet (160') to the south corner of lot 12, thence northwesterly three hundred feet (300') and to the point of beginning.

AMENDMENT NO. 7 SUBAREA

Beginning at the intersection of the city boundary line in the Mississippi River and Blondeau Street extended, thence Northwesterly along the centerline of Blondeau Street to its intersection with North 1st Street, thence Southwesterly along the centerline of North 1st Street to its intersection with the centerline of the alley, extended, in Block 12, Original City of Keokuk, thence Northwesterly along the centerline line of the alleys extended in Blocks 12 and 27, Original City of Keokuk, to its intersection with the centerline of North 3rd Street, thence Northeasterly along the centerline of North 3rd Street to its intersection with the centerline of Concert Street, thence Northwesterly along the centerline of Concert Street to its intersection with the centerline of North 4th Street, thence Southwesterly along the centerline of North 4th Street to its intersection with the alley extended in Block 38, Original City of Keokuk, thence Northwesterly along the centerline of the alleys in Block 38, 63 and 95, Original City of Keokuk, extended, to its intersection with the centerline of North 7th Street, thence Southwesterly along the centerline of North 7th Street to its intersection with the centerline of the alley, extended, in Block 106, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 106 to its intersection with the centerline of North 8th Street, thence Northeasterly along the centerline of North 8th Street 50 feet to the Southwesterly boundary of the Lot line dividing Lot 1, Block 125, Original City of Keokuk, thence Northwesterly, 50 feet to the Northeasterly boundary of Lot 1, Block 125, Original City of Keokuk, thence Southwesterly 50 feet to the centerline of the alley in Block 125, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 125, Original City of Keokuk, to its intersection with the centerline of North 9th Street, thence Northeasterly to its intersection with the centerline of Blondeau Street, thence Northwesterly along the centerline of Blondeau Street to the centerline of Fayette Square fronting on Blondeau Street, thence Southwesterly to the centerline of the alley in Fayette Square, thence Northwesterly along the centerline of the alley in Fayette Square and the alleys extended in Blocks 155 and 168, Original City of Keokuk, to its intersections with the centerline of North 12th Street, thence Northeasterly along the centerline of North 12th Street to its intersection of the centerline of Blondeau Street, thence Northwesterly along the centerline of Blondeau Street to its intersection with the centerline of North 13th Street, thence Southwesterly along the centerline of North 13th Street to its intersection with the alley extended in Block 200, Original City of

Keokuk, thence Northwesterly along the centerline of the alley in Block 200, Original City of Keokuk, to its intersection with the centerline of North 14th Street, thence Southwesterly along the centerline of 14th Street to its intersection with the centerline of Johnson Street, thence Southeasterly along the centerline of Johnson Street to its intersection of the centerline of South 13th Street, thence Southwesterly to its intersection with the alley extended in Block 182, Original City of Keokuk, thence Southeasterly along the centerline of the alley in Block 182, Original City of Keokuk, to its intersection with the centerline of South 12th Street, thence Northeasterly along the centerline of South 12th Street to its intersection with the centerline of Johnson Street, thence Southeasterly along the centerline of Johnson Street to its intersection with the centerline of South 4th Street, thence Southwesterly along the centerline of South 4th Street to the centerline of Exchange Street, thence Southeasterly along the centerline of Exchange Street to its intersection with the centerline of South 2nd Street, thence Southwesterly along the centerline of South 2nd Street to its intersection with the centerline of Bank Street, thence Southeasterly along the centerline of Bank Street to its intersection with the centerline of South 1st Street, thence Southwesterly along the centerline South 1st Street to its intersection with Des Moines Street extended, thence Southeasterly along the centerline of Des Moines Street to its intersection with the city boundary line in the Mississippi River, thence Northeasterly along the city boundary line in the Mississippi River to point of beginning

EXCEPT the following property which was NOT removed by Amendment No. 6 to the Amended and Restated Twin Rivers Urban Renewal Plan and remains part of the Twin Rivers Urban Renewal Area and continues to be referred to as the Downtown Urban Renewal Subarea:

Lot 3 and the Easterly 21 Feet of Lot 4, Block 93, Original City of Keokuk, Lee County, Iowa

And

The full right of way for Main Street from 6th Street to 7th Street, including the intersections with each, and the full right of way for 6th Street from Main Street to Johnson Street including the intersections with each.

AND EXCEPT the following property that was previously removed from the Twin Rivers Urban Renewal Area by Amendment No. 2 to the Amended and Restated Twin Rivers Urban Renewal Plan in 2016 and was placed in a separate urban renewal area – the Keokuk Senior Lofts Urban Renewal Area:

Beginning at the west corner of lot 7, Fayette Square, City of Keokuk, Lee County, Iowa; thence northeasterly one-hundred and sixty feet (160') to the west corner of lot 6, thence southeasterly three hundred feet (300') to the south corner of lot 1, thence southwesterly one hundred and sixty feet (160')

to the south corner of lot 12, thence northwesterly three hundred feet (300') and to the point of beginning.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 8 to the Plan ("Amendment No. 8" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update, add, and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 8 adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 8 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 8 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 8 required by Section 403.5(2), Code of Iowa, as amended, shall be held on August 14, 2025, in the Council Chambers, City Hall, 501 Main Street, Keokuk, Iowa, at 2:00 P.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 8, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF KEOKUK, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 8 TO THE AMENDED AND RESTATED
TWIN RIVERS URBAN RENEWAL PLAN FOR THE CITY OF
KEOKUK, STATE OF IOWA

The City of Keokuk, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 2:00 P.M. on August 14, 2025, in the Council Chambers, City Hall, 501 Main Street, Keokuk, Iowa concerning a proposed Amendment No. 8 to the Amended and Restated Twin Rivers Urban Renewal Plan for the Twin Rivers Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of Keokuk, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 8 to the Amended and Restated Twin Rivers Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Keokuk, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this 7th day of August 2025.

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

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 8 before the City Council at its meeting which commences at 5:30 P.M. on September 4, 2025, in the Council Chambers, City Hall, 501 Main Street, Keokuk, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Daily Gate City, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AMENDMENT NO. 8 TO THE AMENDED AND
RESTATED TWIN RIVERS URBAN RENEWAL PLAN FOR AN
URBAN RENEWAL AREA IN THE CITY OF KEOKUK, STATE OF
IOWA

The City Council of the City of Keokuk, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on September 4, 2025, in the Council Chambers, City Hall, 501 Main Street, Keokuk, Iowa, to consider adoption of a proposed Amendment No. 8 to the Amended and Restated Twin Rivers Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Keokuk, State of Iowa.

The Twin Rivers Urban Renewal Area contains the land legally described as follows:

ORIGINAL AREA

Beginning at the intersection of the centerline of U.S. Highway 218 and the centerline of Plank Road; thence Southeasterly along said centerline of Plank Road to the centerline of Eicher Street; thence East along said centerline of Eicher Street to the centerline of Middle Road; thence South along said centerline of Middle Road to the centerline of Washington Street; thence East along said centerline of Washington Street to the centerline of Orleans Avenue; thence Southeasterly along said centerline of Orleans Avenue to the centerline of North 17th Street; thence Northeasterly along said centerline of North 17th Street to the intersection of said centerline of North 17th Street extended and the ordinary high water mark of the Mississippi River; thence Southerly and Westerly along said ordinary high water mark of the Mississippi River to the intersection of said ordinary high water mark of the Mississippi River and the ordinary high water mark of the Des Moines River; thence West along said ordinary high water mark of the Des Moines River to the intersection of said ordinary high water mark of the Des Moines River and the West line of Section 34 in Township 65 North, Range 5 West; thence North along said West line of Section 34 to the North line of said Section 34; thence East along said North line of Section 34 to the intersection of said North line of Section 34 and the East right-of-way of U.S. Highway 61; thence South along said East right-of-way of U.S. Highway 61 to the intersection of said East right-of-way of U.S. Highway 61 and the North right-of-way of U.S. Highway 136; thence Easterly along said North right-of-way of U.S. Highway 136 to the North-South center of section lines of Sections 35, 26 and 23, Township 65 North, Range 5 West; thence north along the said North-South center of section line of Sections 35, 26 and 23 in said Township and Range to the intersection of the centerline of Johnson Street Road; thence West along said centerline of Johnson Street Road to the centerline of U.S. Highway 61 and Johnson Street Road; thence West along said centerline of Johnson Street Road, 560 feet; thence North, 305 feet; thence West 339 feet to the center of Kindustry Road; thence South along the center of Kindustry Road 306 feet to the center of Johnson Street Road; thence West along the center of said Johnson Street Road, 514 feet; thence around the boundary of Kindustry Park through the following described courses; N 00° 13' 32" W, 773.25'; thence N 89° 54' 40" W, 169.0 feet; thence S 00° 13' 32" E, 318.95 feet; thence N 80° 08' 03" W, 503.33 feet; thence N 00° 33' 34" W, 785.29 feet to the South line of the N.W. ¼ of Section 22; thence N 89° 48' 33" W along said South line 232.49 feet; thence N 09° 29' 38" W, 280.88 feet; thence N 89° 18' E, 16.7 feet; thence N 09° 27' 38" W, 406.82 feet; thence N 00° 26' 37" W, 297.8 feet; thence

S 89° 33' 23" W, 137.12 feet to the East R.O.W. line of Varner Road; thence N 00° 26' 38" W along said R.O.W., 341.18 feet to the Northwest corner of Lot 10 in Kindustry Park; thence S 89° 44' 58" E along the North line of Kindustry Park 2,487.45 feet to the Northeast corner of Lot 1 in Kindustry Park; thence continuing S 89° 44' 58" E (leaving Kindustry Park) 65 feet to the center of U.S. Highway 61; thence North along the center of said U.S. Highway 61, a distance of 5,720 feet; thence N 57° 00' E, 210 feet, more or less, to the Southwesterly R.O.W. line of the BNSF Railroad extended; thence Southeasterly along said R.O.W. line extended, 230 feet, more or less to the Northwesterly corner of the BNSF Railroad R.O.W.; thence Northeasterly, 50' to the Northeasterly R.O.W. of the BNSF Railroad; thence Southeasterly along said R.O.W. line, 290 feet more or less to a property line; thence Northeasterly along said property line, 900 feet, more or less, to the centerline of Main Street Road (U.S. Highway 218); thence Southeasterly along said centerline of U.S. Highway 218 to the point of beginning.

AMENDMENT NO. 1

Did not add or remove land.

AMENDMENT NO. 2

Removed land as follows:

Beginning at the west corner of lot 7, Fayette Square, City of Keokuk, Lee County, Iowa; thence northeasterly one-hundred and sixty feet (160') to the west corner of lot 6, thence southeasterly three hundred feet (300') to the south corner of lot 1, thence southwesterly one hundred and sixty feet (160') to the south corner of lot 12, thence northwesterly three hundred feet (300') and to the point of beginning.

AMENDMENT NO. 3

Did not add or remove land.

AMENDMENT NO. 4 SUBAREA

Beginning where the centerline of North 17th Street extended intersects the ordinary high water mark of the Mississippi River; thence Northeasterly along said centerline of North 17th Street extended, to the middle of the main channel of the Mississippi River; thence Southerly and Westerly along said middle of the main channel of the Mississippi River to a point where the boundary line between Missouri and Iowa, if continued, would intersect; thence up the boundary line to the middle of the main channel of the Des Moines River; thence west along the middle of the main channel of the Des Moines River to the intersection of said middle of the main channel and the west line of Section 34, Township 65 North, Range 5 West; thence north along said West line of Section 34 to the ordinary high water mark of the Des Moines River; thence easterly along said ordinary high water mark of the Des Moines River to the intersection the ordinary high water mark of the Mississippi River; thence easterly and northly along the ordinary high water mark of the Mississippi River to the Point of Beginning in Keokuk, Lee County, Iowa.

AMENDMENT NO. 5

Did not add or remove land.

AMENDMENT NO. 6

Removed land as follows:

Beginning at the intersection of the city boundary line in the Mississippi River and Blondeau Street extended, thence Northwesterly along the centerline of Blondeau Street to its intersection with North 1st Street, thence Southwesterly along the centerline of North 1st Street to its intersection with the centerline of the alley, extended, in Block 12, Original City of Keokuk, thence Northwesterly along the centerline line of the alleys extended in Blocks 12 and 27, Original City of Keokuk, to its intersection with the centerline of North 3rd Street, thence Northeasterly along the centerline of North 3rd Street to its intersection with the centerline of Concert Street, thence Northwesterly along the centerline of Concert Street to its intersection with the centerline of North 4th Street, thence Southwesterly along the centerline of North 4th Street to its intersection with the alley extended in Block 38, Original City of Keokuk, thence Northwesterly along the centerline of the alleys in Block 38, 63 and 95, Original City of Keokuk, extended, to its intersection with the centerline of North 7th Street, thence Southwesterly along the centerline of North 7th Street to its intersection with the centerline of the alley, extended, in Block 106, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 106 to its intersection with the centerline of North 8th Street, thence Northeasterly along the centerline of North 8th Street 50 feet to the Southwesterly boundary of the Lot line dividing Lot 1, Block 125, Original City of Keokuk, thence Northwesterly, 50 feet to the Northeasterly boundary of Lot 1, Block 125, Original City of Keokuk, thence Southwesterly 50 feet to the centerline of the alley in Block 125, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 125, Original City of Keokuk, to its intersection with the centerline of North 9th Street, thence Northeasterly to its intersection with the centerline of Blondeau Street, thence Northwesterly along the centerline of Blondeau Street to the centerline of Fayette Square fronting on Blondeau Street, thence Southwesterly to the centerline of the alley in Fayette Square, thence Northwesterly along the centerline of the alley in Fayette Square and the alleys extended in Blocks 155 and 168, Original City of Keokuk, to its intersections with the centerline of North 12th Street, thence Northeasterly along the centerline of North 12th Street to its intersection of the centerline of Blondeau Street, thence Northwesterly along the centerline of Blondeau Street to its intersection with the centerline of North 13th Street, thence Southwesterly along the centerline of North 13th Street to its intersection with the alley extended in Block 200, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 200, Original City of Keokuk, to its intersection with the centerline of North 14th Street, thence Southwesterly along the centerline of 14th Street to its intersection with the centerline of Johnson Street, thence Southeasterly along the centerline of Johnson Street to its intersection of the centerline of South 13th Street, thence Southwesterly to its intersection with the alley extended in Block 182, Original City of Keokuk, thence Southeasterly along the centerline of the alley in Block 182, Original City of Keokuk, to its intersection with the centerline of South 12th Street, thence Northeasterly along the centerline of South 12th Street to its intersection with the centerline of Johnson Street, thence Southeasterly along the centerline of Johnson Street to its intersection with the centerline of South 4th Street, thence Southwesterly along the centerline of South 4th Street to the centerline of Exchange Street, thence Southeasterly along the centerline of Exchange Street to its intersection with the centerline of South 2nd Street, thence Southwesterly along the centerline of South 2nd Street to its intersection with the centerline of Bank Street, thence Southeasterly along the centerline of Bank Street to its intersection with the centerline of South 1st Street, thence Southwesterly along the centerline South 1st Street to its intersection with Des Moines Street extended, thence Southeasterly along the centerline of Des Moines Street to its intersection with the city boundary line in the Mississippi River, thence Northeasterly along the city boundary line in the Mississippi River to point of beginning

EXCEPT the following portion of the Downtown Urban Renewal Subarea which shall remain part of the Twin Rivers Urban Renewal Area and may continue to be referred to as the Downtown Urban Renewal Subarea:

Lot 3 and the Easterly 21 Feet of Lot 4, Block 93, Original City of Keokuk, Lee County, Iowa

And

The full right of way for Main Street from 6th Street to 7th Street, including the intersections with each, and the full right of way for 6th Street from Main Street to Johnson Street including the intersections with each.

Note: the following portion of the Downtown Urban Renewal Subarea was previously removed from the Twin Rivers Urban Renewal Area by Amendment No. 2 to the Amended and Restated Twin Rivers Urban Renewal Plan in 2016 and was placed in a separate urban renewal area – the Keokuk Senior Lofts Urban Renewal Area:

Beginning at the west corner of lot 7, Fayette Square, City of Keokuk, Lee County, Iowa; thence northeasterly one-hundred and sixty feet (160') to the west corner of lot 6, thence southeasterly three hundred feet (300') to the south corner of lot 1, thence southwesterly one hundred and sixty feet (160') to the south corner of lot 12, thence northwesterly three hundred feet (300') and to the point of beginning.

AMENDMENT NO. 7 SUBAREA

Beginning at the intersection of the city boundary line in the Mississippi River and Blondeau Street extended, thence Northwesterly along the centerline of Blondeau Street to its intersection with North 1st Street, thence Southwesterly along the centerline of North 1st Street to its intersection with the centerline of the alley, extended, in Block 12, Original City of Keokuk, thence Northwesterly along the centerline line of the alleys extended in Blocks 12 and 27, Original City of Keokuk, to its intersection with the centerline of North 3rd Street, thence Northeasterly along the centerline of North 3rd Street to its intersection with the centerline of Concert Street, thence Northwesterly along the centerline of Concert Street to its intersection with the centerline of North 4th Street, thence Southwesterly along the centerline of North 4th Street to its intersection with the alley extended in Block 38, Original City of Keokuk, thence Northwesterly along the centerline of the alleys in Block 38, 63 and 95, Original City of Keokuk, extended, to its intersection with the centerline of North 7th Street, thence Southwesterly along the centerline of North 7th Street to its intersection with the centerline of the alley, extended, in Block 106, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 106 to its intersection with the centerline of North 8th Street, thence Northeasterly along the centerline of North 8th Street 50 feet to the Southwesterly boundary of the Lot line dividing Lot 1, Block 125, Original City of Keokuk, thence Northwesterly, 50 feet to the Northeasterly boundary of Lot 1, Block 125, Original City of Keokuk, thence Southwesterly 50 feet to the centerline of the alley in Block 125, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 125, Original City of Keokuk, to its intersection with the centerline of North 9th Street, thence Northeasterly to its intersection with the centerline of Blondeau Street, thence Northwesterly along the centerline of Blondeau Street to the centerline of Fayette Square fronting on Blondeau

Street, thence Southwesterly to the centerline of the alley in Fayette Square, thence Northwesterly along the centerline of the alley in Fayette Square and the alleys extended in Blocks 155 and 168, Original City of Keokuk, to its intersections with the centerline of North 12th Street, thence Northeasterly along the centerline of North 12th Street to its intersection of the centerline of Blondeau Street, thence Northwesterly along the centerline of Blondeau Street to its intersection with the centerline of North 13th Street, thence Southwesterly along the centerline of North 13th Street to its intersection with the alley extended in Block 200, Original City of Keokuk, thence Northwesterly along the centerline of the alley in Block 200, Original City of Keokuk, to its intersection with the centerline of North 14th Street, thence Southwesterly along the centerline of 14th Street to its intersection with the centerline of Johnson Street, thence Southeasterly along the centerline of Johnson Street to its intersection of the centerline of South 13th Street, thence Southwesterly to its intersection with the alley extended in Block 182, Original City of Keokuk, thence Southeasterly along the centerline of the alley in Block 182, Original City of Keokuk, to its intersection with the centerline of South 12th Street, thence Northeasterly along the centerline of South 12th Street to its intersection with the centerline of Johnson Street, thence Southeasterly along the centerline of Johnson Street to its intersection with the centerline of South 4th Street, thence Southwesterly along the centerline of South 4th Street to the centerline of Exchange Street, thence Southeasterly along the centerline of Exchange Street to its intersection with the centerline of South 2nd Street, thence Southwesterly along the centerline of South 2nd Street to its intersection with the centerline of Bank Street, thence Southeasterly along the centerline of Bank Street to its intersection with the centerline of South 1st Street, thence Southwesterly along the centerline South 1st Street to its intersection with Des Moines Street extended, thence Southeasterly along the centerline of Des Moines Street to its intersection with the city boundary line in the Mississippi River, thence Northeasterly along the city boundary line in the Mississippi River to point of beginning

EXCEPT the following property which was NOT removed by Amendment No. 6 to the Amended and Restated Twin Rivers Urban Renewal Plan and remains part of the Twin Rivers Urban Renewal Area and continues to be referred to as the Downtown Urban Renewal Subarea:

Lot 3 and the Easterly 21 Feet of Lot 4, Block 93, Original City of Keokuk, Lee County, Iowa

And

The full right of way for Main Street from 6th Street to 7th Street, including the intersections with each, and the full right of way for 6th Street from Main Street to Johnson Street including the intersections with each.

AND EXCEPT the following property that was previously removed from the Twin Rivers Urban Renewal Area by Amendment No. 2 to the Amended and Restated Twin Rivers Urban Renewal Plan in 2016 and was placed in a separate urban renewal area – the Keokuk Senior Lofts Urban Renewal Area:

Beginning at the west corner of lot 7, Fayette Square, City of Keokuk, Lee County, Iowa; thence northeasterly one-hundred and sixty feet (160') to the west corner of lot 6, thence southeasterly three hundred feet (300') to the south corner of lot 1,

thence southwesterly one hundred and sixty feet (160') to the south corner of lot 12, thence northwesterly three hundred feet (300') and to the point of beginning.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Keokuk, Iowa.

The City of Keokuk, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 8 would update, add, and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Keokuk, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 7th day of August 2025.

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

(End of Notice)

Section 5. That the proposed Amendment No. 8, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 8 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 7th day of August 2025.

K.A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

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 7th day of August 2025.

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

(SEAL)

4926-8295-5348-1\10787-097

EXHIBIT 1

AMENDMENT NO. 8

to the

AMENDED AND RESTATED TWIN RIVERS URBAN RENEWAL PLAN

for the

TWIN RIVERS URBAN RENEWAL AREA CITY OF KEOKUK, IOWA

Original Area - 1990

Amended and Restated - 2008

Amendment #1 - 2013

Amendment #2 - 2016

Amendment #3 – 2018

Amendment #4 - 2019

Amendment #5 - 2020

Amendment #6 – 2021

Amendment #7 – 2022

Amendment #8 - 2025

AMENDMENT NO. 8
to the
AMENDED AND RESTATED TWIN RIVERS URBAN RENEWAL PLAN
for the
TWIN RIVERS URBAN RENEWAL AREA
CITY OF KEOKUK, IOWA

The Amended and Restated Twin Rivers Urban Renewal Plan for the Twin Rivers Urban Renewal Area (“Twin Rivers Area” or “Urban Renewal Area”) was originally adopted in 2008 when four previously separate urban renewal areas (the original Twin Rivers Urban Renewal Area, the Keokuk Senior Housing Limited Partnership Development Area, the Keokuk Downtown Urban Renewal Area, and the North Main Street Urban Renewal Area) were unified into a single urban renewal area and additional property was added to the unified area. At that time, the plan for the unified urban renewal area was renamed as the Amended and Restated Twin Rivers Urban Renewal Plan (“Plan,” “Urban Renewal Plan,” or “Amended and Restated Plan”). The Urban Renewal Plan has been amended seven times.

The City is further amending the Urban Renewal Plan with the adoption of this Amendment No. 8 to the Plan (“Amendment No. 8” or “Amendment”) to update, add, and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the Amended and Restated Twin Rivers Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the Keokuk Comprehensive Plan, adopted in June 2018. The Urban Renewal Plan, as amended by this Amendment, is in conformity with the City’s Comprehensive Plan.

As the Urban Renewal Area continues to develop, the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area will be evaluated and planned for by the City and may be identified as urban renewal projects in a future amendment.

This Amended and Restated Plan does not in any way replace or modify the City’s current land use planning or zoning regulation process.

ELIGIBLE URBAN RENEWAL PROJECTS
(Amendment No. 8 to the Urban Renewal Plan)

Nothing in this Amendment alters or negates any projects previously identified or approved in the Plan or any prior amendment thereto. Although certain project activities may occur over a period of years, the additional urban renewal projects identified under this Amendment No. 8 include:

1. Public Improvements:

Project	Estimated Project Date	Estimated Cost	Rationale
Total reconstruction of that portion of Timea Street in the Urban Renewal Area from approximately 22nd Street to 7th Street, including all public utilities in the right of way	2025 - 2030	\$4,000,000 – \$5,000,000	Street and utility work to advance blight remediation and economic development in the Area.
Sewer separation project along or in the vicinity of Timea Street from approximately 17th Street to 7th Street, and including but limited to the installation of stormwater intakes along Timea Street and new stormwater pipe that ties into previously separated stormwater pipes on Palean Street. The project will also involve the complete rebuild of two blocks of 14th Street to allow for the replacement of new stormwater pipes located under the street.	2025 - 2030	\$2,000,000 – \$3,000,000	Street and utility work to advance blight remediation and economic development and satisfy governmental sewer discharge oversight requirements.
TOTAL		\$6,000,000 – \$8,000,000	

2. Development Agreements:

The City expects to consider future requests for Development Agreements for projects that are consistent with the Plan, as amended, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by the Plan, including but

not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such future Development Agreements will not exceed \$2,000,000.

3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support the urban renewal project and planning:

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Fees and Costs	Undetermined	Not to Exceed \$25,000 per year for up to five years

FINANCIAL DATA

1.	July 1, 2025 constitutional debt limit:	\$38,356,258
2.	Current outstanding general obligation debt:	\$27,576,000
3.	Proposed amount of indebtedness to be incurred by the City: A specific amount of debt to be incurred by the City for the Eligible Urban Renewal Projects (Amendment No. 8) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 8) to the City as described above will be approximately as stated in the next column:	\$8,125,000 - 10,125,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below, to successfully undertake eligible urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Urban Renewal Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base

value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements or urban renewal projects within the Urban Renewal Area, as amended, and for other urban renewal projects or incentives for development consistent with the Amended and Restated Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be that the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in the Amended and Restated Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Urban Renewal Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

EFFECTIVE PERIOD

This Amendment No. 8 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Amended and Restated Plan, any prior amendment, resolution, or document, the Amended and Restated Plan and Area, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code.

The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Iowa Code Chapter 403, for Tax Increment Financing (“TIF”) will be consistent with Chapter 403. Because the Urban Renewal Area is designated as both blighted and appropriate for economic development, there is no statutory, durational limit on the division of revenue on the property included in the Area.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Amended and Restated Plan or any previous amendments in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole or the previous amendments to the Amended and Restated Plan, or any part of the Amendment not determined to be invalid or unconstitutional.



COUNCIL ACTION FORM

Date: August 7, 2025

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

Subject: City Vehicle Towing Contract Agenda Item: _____

Description:

The City of Keokuk vehicle towing contract is due to expire on August 31, 2025. The public works department reached out to the three local towing companies and only one company is interested in towing for the City of Keokuk.

The fee schedule has not changed and will remain as follows:

Priority tows for normal weather.....\$100.00

Priority tows in response to snow emergencies.....\$100.00

Routine tows.....\$100.00

Storage for each 24 hour period or portion thereof:

Inside \$45.00 Outside \$40.00 Cycle \$20.00

City Vehicle - Light Duty up to ¾ ton.....\$60.00

City Vehicle - Medium Duty up to 1½ ton.....\$100.00

City Vehicle - Heavy Duty.....\$150.00

Special rates apply for certain heavy vehicles after 5 miles...\$ 3.50/mile.

I would therefore recommend a contract be approved for vehicle towing and storage with Rairden's Auto Salvage for a two year period beginning September 1, 2025 and ending August 31, 2027.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval of a contract with Rairden's Auto Salvage Company for city vehicle towing and storage of towed vehicles for a two year period beginning September 1, 2025 and ending August 31, 2027.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDING CONTRACT FOR
VEHICLE TOWING & STORAGE**

WHEREAS the current vehicle towing & storage contract is due to expire on August 31, 2025; and

WHEREAS the public works department reached out to the three local towing companies and only one is interested in towing for the City, which is Rairden's Auto Salvage; and

WHEREAS the following fee schedule was submitted by the towing company:

Priority tows for normal weather.....**\$100.00**

Priority tows in response to snow emergencies.....**\$100.00**

Routine tows.....**\$100.00**

Storage for each 24-hour period or portion thereof:

Inside **\$45.00** Outside **\$40.00** Cycle **\$20.00**

City Vehicle - Light Duty up to ¾ ton.....**\$60.00**

City Vehicle - Medium Duty up to 1½ ton.....**\$100.00**

City Vehicle - Heavy Duty.....**\$150.00**

Special rates apply for certain heavy vehicles after 5 miles...\$ **3.50**/mile

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a contract be awarded to Rairden's Auto Salvage & Towing, LLC for the period of September 1, 2025, through August 31, 2027.

PASSED, APPROVED, AND ADOPTED this 7th day of August 2025.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui

**CITY OF KEOKUK
VEHICLE TOWING AND STORAGE SERVICES
CONTRACT**

THIS AGREEMENT, entered into this _____ day of _____, for the period from **September 1, 2025 to August 31, 2027**, by and between the City of Keokuk, hereinafter referred to as CITY and **Rairden's Auto Salvage & Towing**, hereinafter referred to as CONTRACTOR,

WITNESSETH:

WHEREAS, the CITY is entering into a contract with a towing contractor for vehicle towing and storage services; and,

WHEREAS, the CONTRACTOR desires to provide vehicle towing and storage services according to the terms of this agreement; and,

WHEREAS, the CITY has determined that the CONTRACTOR is qualified to provide vehicle towing and storage services according to the terms of this agreement; now, therefore

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The CITY will utilize the CONTRACTOR, as the towing service for removal from the streets and alleys of the City of Keokuk and impounding of vehicles illegally parked or determined to have been abandoned or for any other proper reason, according to the schedule developed by the CITY.
2. The CONTRACTOR agrees to respond to calls for towing service, as directed by any police officer within ten (10) minutes for "priority tows" and four (4) hours for "routine tows". Upon the direction of any police officer, the CONTRACTOR shall remove the subject vehicles from the streets and alleys of the City of Keokuk and impound the vehicles at the CONTRACTOR'S storage site. "Priority tows" will be for situations deemed by the police officer to need immediate attention, such as, but not necessarily limited to: vehicle accidents, and snow emergency removal. "Routine tows" will be for instances, such as, but not necessarily limited to: second towing from police station to the CONTRACTOR'S storage area, and removal of vehicles exceeding parking ordinances. "City tows" will be for disabled city owned vehicles or equipment.

3. The CONTRACTOR agrees to, upon removal and/or impoundment of any vehicle, prepare a written record of such vehicle, including:
 - (a) Make and model of vehicle.
 - (b) License number.
 - (c) Vehicle identification number.
 - (d) Number of tires, description and/or serial number.
 - (e) Any tools or separate articles of personal property.
 - (f) General description of the vehicle with regard to condition, damaged parts and other information necessary to describe said vehicle.
4. The CONTRACTOR agrees to furnish to the vehicle owner, who claims an impounded vehicle, an itemized statement of all charges made for towing and/or impoundment and upon release of said vehicle, shall receive from the owner, a receipt and release for the vehicle and all personal property thereon. If necessary, the CITY shall, through the Chief of Police, provide the CONTRACTOR with proper authorization to release certain impounded vehicles after payment of towing and storage costs. Vehicles that have been towed/ impounded from an incident that resulted damage to any city property shall, show proper proof of insurance from the date of the incident prior to the vehicle being released.
5. The CONTRACTOR agrees to hold all unclaimed vehicles towed and impounded pursuant to this agreement for a reasonable period, and in no event, less than ten (10) days, and shall dispose of unclaimed vehicles pursuant to Section 321.90 of the 1987 Code of Iowa.
6. The CONTRACTOR agrees to provide the following insurance coverage with the City listed as an additional named insured:
 - Comprehensive General Liability—combined single limit of \$500,000.
 - Vehicular Liability—combined single limit of \$500,000 or bodily injury of \$500,000 and property damage of \$100,000.
 - Workers' Compensation and Employers' Liability-- \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee.

The CONTRACTOR also agrees to provide proper licensing of vehicles used in providing said towing services. The CONTRACTOR further agrees to provide proof of said insurance and licensing five (5) days before the date of starting services under this contract and at any time changes are made in said insurance and licensing.

7. The CONTRACTOR agrees to have available and maintain properly functioning and adequate towing vehicles and storage facilities, so as to perform the necessary services hereunder.

8. The CONTRACTOR agrees to be responsible for collection of all towing and storage fees from the vehicle owner and shall not seek reimbursement from the CITY for any unpaid storage and towing fees. The CONTRACTORS agree to the following fee schedule.

Priority tows for normal weather.....\$ **100.00**
Priority tows in response to snow emergencies.....\$ **100.00**
Routine tows.....\$ **100.00**
Storage for each 24 hour period or portion thereof:
Inside \$ **45.00** Outside \$ **40.00** Cycle \$ **20.00**
City Vehicle -Light Duty Up to ¾ ton.....\$ **60.00**
City Vehicle - Medium Duty Up to 1½ ton.....\$ **100.00**
City Vehicle - Heavy Duty.....\$ **150.00**
Special rates apply for certain heavy vehicles after 5 miles...\$ **3.50/mile**

9. The CONTRACTOR agrees to release the City of Keokuk, its agents, employees, servants, attorneys and officers from liability from any and all injuries or losses, which may occur as a result of the towing and impoundment service provided by the CONTRACTOR; and the CONTRACTOR shall further by these premises, save and hold harmless, the City of Keokuk, its agents, employees, servants, attorneys and officers from all costs and loss for acts or omissions arising out of said towing and impoundment services to the City of Keokuk, including any judgement and reasonable cost for attorney, without regard to whether such losses result from claims or actions in law, in equity, or otherwise.
10. The CONTRACTOR shall provide a schedule confirming who is "on call" on a quarterly basis.
11. If the CITY determines that the CONTRACTOR has not been adequately performing services or does not have the required insurance or is in noncompliance with any part of this agreement, the CITY may terminate this agreement without prior notice.

CITY OF KEOKUK

Kathie Mahoney, Mayor

Rairden's Auto Salvage &Towing LLC

ATTEST:

BY: _____

Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: August 7, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: Construction Services Contract for Riverfront Trail Project Agenda Item: _____

Description:

The City of Keokuk has decided to proceed with the Riverfront Trail Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The City of Keokuk desires to employ Shoemaker & Haaland to provide construction services to assist with the development and completion of the Project. The Consultant is willing to perform these services in accordance with the terms of the attached Standard Consultant Contract Supplemental Agreement No. 1 For Local Public Agency Consultant Contracts with Federal-aid Participation for the amount of \$65,500.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-430-6710 Title: CAP PARKS & REC

Amount Budgeted: \$1,114,295

Actual Cost: \$65,500

Under/Over: \$1,048,795

Funding Sources:

Grants, Donations

Departments:

Parks

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDING CONTRACT WITH SHOEMAKER & HAALAND
FOR CONSTRUCTION SERVICES FOR RIVERFRONT TRAIL PROJECT**

WHEREAS the City of Keokuk has decided to proceed with the Riverfront Trail Project subject to concurrence and approval of the Iowa Department of Transportation (IDOT), the Federal Highway Administration (FHWA) and US Department of Transportation (when applicable); and

WHEREAS the city desires to employ Shoemaker & Haaland Professional Engineers to provide construction services to assist with the development and completion of the project; and

WHEREAS Shoemaker & Haaland will perform services in accordance with the terms of the Standard Consultant Contract Supplement Agreement No. 1 For Local Public Agency Consultant Contracts with Federal-aid Participation for the amount of \$65,500.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the City Council hereby approve a contract with Shoemaker & Haaland Professional Engineers for construction services in the amount of \$65,500.

Passed this 7th day of August 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

**Standard Consultant Contract
Supplemental Agreement No. 1**
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN The City of Keokuk, Iowa, the **Owner**, located at:

501 Main Street
Keokuk, IA 52632
Phone: (319) 524-2050
FAX: (319) 524-1365

and Shoemaker & Haaland Engineers, the **Consultant**, located at:

2021 Main Street
Keokuk, IA 52632
Phone: (319) 524-2883

For the following Project: Construction Services for the Keokuk Riverfront Trail: In the City of Keokuk, Trail Along Mississippi River from Victory Park S 1.0 mi. to Boat Launch

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide construction services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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- 2.2 Required Guidance
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Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

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Attachment H - Consultant Fee Proposal

Attachment I - Subconsultant Scope and Budget

[\[Attachment J – Any other attachments are to be listed here\]](#)

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: [provide construction engineering services for Keokuk Riverfront Trail: In the City of Keokuk, Trail Along Mississippi River from Victory Park S 1.0 mi. to Boat Launch.](#)

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
[\\$65,500](#)

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
[N/A](#)

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
[Brian Carroll](#)

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:
[Jay Vavra](#)

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
None	N/A	N/A	N/A

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Consultant shall work with the Contractor's schedule to be available throughout the construction period.
2. Consultant's contract shall begin the day after project letting.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

- 2.1 Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the [Lee South](#) County District Court of Iowa, [Keokuk](#), Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 ☐ Cost Plus Fixed Fee - Attachment C
- .2 ☐ Lump Sum - Attachment C
- .3 ☐ Specific Rate of Compensation - Attachment C
- .4 ☐ Unit Price - Attachment C
- .5 ☒ Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

- 3.2 Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the

Contract Administrator upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 Consultant's Endorsement on Plans. The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 Progress Meetings. From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 Additional Documents. At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

4.6.1 Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.6.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7 Extra Work. If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

4.8 Extension of Time. The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

4.9 Responsibility For Claims And Liability

4.9.1 The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.9.2 The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees (Conflicts of Interest)

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the abovereferenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article **4.12.2** or Article **4.12.3** below.

4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.

4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that [final acceptance of the project by the owner](#) can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.13 Right to Set-off. In the event that the **Consultant** owes the **Owner** any sum under the terms of this

Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

- 4.14 Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.
- 4.15 Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
- 4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.

4.17 Nondiscrimination Requirements.

4.17.1 During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The **Consultant** will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.17.2 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

4.17.3 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.

4.17.4 The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination

prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

4.19 Severability. If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

Shoemaker & Haaland Engineers, Inc.

Date: July 28, 2025

By  _____

Jason J. Vavra, PE, LSE
Senior Project Engineer

ATTEST:

Date: _____

By _____

City of Keokuk, Iowa

By _____

Date: _____

Kathie Mahoney
Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____

Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A

Scope of Services

Construction Services

The Consultant shall perform the following tasks to provide Construction Administration and Inspection Services. The project shall be tracked and documented using DocExpress. The Consultant shall perform document review and workflow transitions using this web-based application. The Owner will be notified if acceptance or clearance is required for a document.

Roles:

Person in Responsible Charge (PIRC): Owner

Project Engineer: Consultant

Lead Project Inspector: Owner

Testing and Coordination: Owner

A. Pre-Construction

- a. The Consultant shall perform a site visit and shall provide numerous photos along the length of the project for documentation purposes.
- b. The Consultant shall develop a Pre-Construction meeting agenda in accordance with Section 2.11 of Attachment D to Iowa D.O.T. I.M. 6.000. The Consultant shall lead and document the meeting and address questions or comments as able at the time of the meeting. The Consultant shall formalize meeting minutes to be uploaded to DocExpress.
- c. The Consultant shall review documentation provided by the Iowa D.O.T. and Prime Contractor. This includes sponsor pre-construction packet, contracts, Davis Bacon wage report, Disadvantaged Business Enterprise (DBE) participation, Items and Materials Documentation, Storm Water Permit Notice to Proceed and public notice, Erosion Control Implementation Plan and Environmental Documentation.

B. During Construction

- a. The Consultant shall review daily diaries for construction completed by the Owner using Iowa D.O.T. forms. Daily diaries shall include controlling operation, time of sunrise/sunset, working day information, and narrative about activities happening on a particular day. A daily diary shall be provided for each day unless a formal suspension of work is issued.
- b. The Consultant shall review a hard copy field book for this project completed by the Owner. Forms for each pay item will be logged per the suggested e-forms provided by the Iowa D.O.T. It is expected each bid item will consist of at least one form. Additionally, Consultant will review documentation provided by the Contractor via DocExpress for conformance to the intended design specifications.
- c. The Consultant shall review a weekly report of working days completed by the Owner using Iowa D.O.T. Form 830238. This form shall include controlling operations, explanation of delays, working days charged, weekly totals, contract percent complete, and time used.
- d. The Consultant shall draft change orders using Iowa D.O.T. Form 831240. Any change orders will be communicated to and approved by the PIRC. Change orders will additionally be sent to the Iowa D.O.T. for review and approval prior to acceptance. The Consultant shall conduct correspondence and communication with the Iowa D.O.T. until the change orders are approved.
- e. The Consultant shall review sampling and testing results obtained by the Owner's on-site inspection team. The Consultant will assist with testing coordination when requested.
- f. The Consultant shall review weekly inspection reports (Iowa DOT Form 830214) of the erosion control system completed by the Owner in coordination with the contractor's Water Pollution Control Manager.
- g. The Consultant shall review payrolls after they have been uploaded to DocExpress for compliance with the Davis Bacon Wage Rate for this project. Hourly rates and benefits will be reviewed for compliance.

- h. The Consultant shall conduct an Equal Employment Opportunity (EEO) site inspection at least once every six months, and as a minimum at least once for each subcontractor working on the project. Items of concern will be proper postings, safety, and facilities. At least one employee from each contractor on the project will be interviewed to ensure conformance to the Davis Bacon Wage Rate utilizing Iowa D.O.T. Form 650170.
- i. The Consultant shall coordinate with the PIRC to develop a pay estimate format. The Contractor and Project Engineer will quantify items to receive pay monthly and provide to the PIRC to certify. The pay estimate documentation shall be detailed to a bid item level, including percent complete for each item to date.
- j. The Consultant shall coordinate measurement and inspection of pedestrian facilities with Owner as per plan and document as per Iowa D.O.T. I.M. 363. This includes completion of the "S" sheets.

C. Post Construction

- a. The Consultant shall complete form 830435 or 640003 or final acceptance and completion of the project.
- b. The Consultant shall perform a final review of materials incorporated into the project. The Iowa D.O.T. District Materials Engineer may also provide a review for the incorporated materials. Review shall be in accordance with Iowa D.O.T. Materials I.M. 101.
- c. The Consultant shall provide a completed Form 517011 with DBE payment information in accordance with Iowa D.O.T. I.M. 3.310.
- d. The Consultant shall provide a completed Form 102116 or 517013 to certify the DBE accomplishment on the project.
- e. The Consultant shall coordinate with the Owner to complete as-built plans per Iowa D.O.T. Construction Manual 2.72.
- f. The Consultant shall coordinate with the Owner to provide an electronic contractor evaluation for the project.
- g. The Consultant shall provide Form 830436 to certify the final payment to the Contractor. The District Materials Engineer shall additionally certify this document.
- h. The Consultant shall refer to Iowa D.O.T. I.M. 6.110 and take all steps necessary to perform a final review, audit, and close out of the project. This includes Attachment E (Pre-Audit Checklist) and Attachment F (Final Forms Packet Checklist).

ATTACHMENT B
Specifications

Iowa Statewide Urban Design and Specifications

ATTACHMENT C (referenced from 3.1)
Fixed Overhead Rate

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amounts of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C-1. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount has not been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ 58,482	
Fixed Fee (Prime only)	\$ 7,018	
Contingency (Prime only)	\$ 0	
Total Prime Consultant Costs		\$ 65,500
Maximum Amount Payable		\$ 65,500

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore, once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment C-1. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or the Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract Administrator** in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment, or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary-related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used for the duration of the contract: Salary-related expenses are 100% of direct salary costs and general overhead costs are 160.81% of direct salary costs, for a composite rate of 260.81%.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

3.1.1.4 Payments. Monthly payments shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 0 % of the amount due. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

ATTACHMENT C-1
Cost Analysis Worksheet

Project Number: **TAP-U-3942(618)—8I-56**

I. Direct Labor Cost (Prime Only)

Employee	Rate	Hours	Subtotal
EN8	\$65.38	16	1046.08
EN7	\$50.48	128	6461.44
EN5	\$45.19	64	2892.16
EN3	\$36.06	64	2307.84
EN6	\$50.48	0	0

Employee	Rate	Hours	Subtotal
CN3	\$45.00	24	1080
SU3	\$41.00	0	0
SU5	\$46.15	95.5	4407.33
SU1	\$38.00	96	3648
ADMIN	\$38.75	15	581.25

Payroll total \$22,423
(Rounded)

II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)

IIA. Indirect Cost Factor: 160.81 (% X I) \$36,059

Combined Overhead and FCCM total: \$36,059

III. Direct Project Expenses (Prime Only)

Phone/Fax _____
Mileage _____ miles @ _____
Reproduction _____
Postage _____

Total Direct Project Expenses \$0

IV. Estimated Actual Costs (EAC) (Prime Only) (I + II + III) \$58,482
(Rounded)

V. Fixed Fee (Prime Only) 12%(I + IIA)) \$7,018

Fix Fee total: \$7,018
(Rounded)

VI. Contingency (Prime Only) % X (I + II + III) \$0
(Rounded)

VII. Subconsultant Expenses

Total Subcontractor Costs \$0
(Rounded)

VIII. Agreement Total (IV + V + VI + VII) \$65,500
(Maximum Amount Payable) (Rounded)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of [Iowa](#)

[Linn](#) County

I [Robert Tobin](#), Principal of the

[Shoemaker & Haaland Engineers, Inc.](#) Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.



(Signature)

Subscribed and sworn to this 28th day of July, 2025

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, [Robert Tobin, PE](#) am the principal and duly authorized representative of the firm of [Shoemaker & Haaland Engineers](#), whose address is [2021 Main Street, Keokuk, IA 52632](#), and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.



Signature

July 28, 2025

Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, [Kathie Mahoney](#), am the [Mayor of the City of Keokuk, Iowa](#) and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

ATTACHMENT G

Page 1

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Progressive Invoice

Date
Invoice No. Client Project No.
Invoice Period Covered County Consultant Job No. Client Project
Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars
Overhead
Overhead Adjustments
Direct Expenses
 Mileage
 Per Diem
 CADD
Estimated Actual Costs
 [Prime Only] (See Note 1)

Subconsultants (including authorized contingency)
 Name
 Name
 Name

Estimated Actual Costs
 [Total Subconsultant Costs]

Total Estimated Actual Costs
 [Prime + Total Subconsultant Costs]

Fixed Fee (See Note 2)
Authorized Contingency
 Total Authorized Amount
Total Billed To Date
Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Direct Labor, Overhead, and Direct Expenses for Prime Consultant only.

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.

Page 2

Cost Plus Fixed Fee Final Invoice

Invoice No. _____ Date _____
 Invoice Period Covered _____ County Consultant Job No. _____ Client Project No. _____
 Description _____ Client Project _____
 _____ Client Contract No. _____

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars (2001)
 Labor Dollars (2000)
 Labor Dollars (1999)
 Overhead (2001)
 Overhead (2000)
 Overhead (1999)
 Direct Expenses
 Mileage
 Per Diem
 CADD
 Estimated Actual Costs
 [Prime Only]

Subconsultants (including authorized contingency)
 Name
 Name
 Name
 Estimated Actual Costs
 [Total Subconsultant Costs]

Total Estimated Actual Costs
 [Prime + Total Subconsultant Costs]
 Fixed Fee
 Authorized Contingency
 Total Authorized Amount
 Total Billed To Date
 Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours (2001)
 Labor Hours (2000)
 Labor Hours (1999)

Cost Plus Fixed Fee Final Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Overhead Rates: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.



COUNCIL ACTION FORM

Date: August 7, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: Approve Roadside Vegetation Management Plan Agenda Item: _____

Description:

In January of 2025 an Integrated Roadside Vegetation Management Plan for Cities Under 10,000 population was completed for the City of Keokuk. This plan needs to be approved and signed by the mayor.

Section 314.21 1. c. of the Iowa Code states: "a city or county shall not be eligible to receive moneys from the living roadway trust fund unless the city or county has an Integrated Roadside Vegetation Management plan in place consistent with the objectives in section 314.22."

Section 314.22 of the Iowa Code, Integrated Roadside Vegetation Management states:
"It is declared to be in the general public welfare of Iowa and a highway purpose for the vegetation of Iowa's roadsides to be preserved, planted, and maintained to be safe, visually interesting, ecologically integrated, and useful for many purposes."

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends 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.

A RESOLUTION IN SUPPORT OF AN INTEGRATED ROADSIDE VEGETATION MANAGEMENT PLAN FOR THE CITY OF KEOKUK

WHEREAS Section 314.21 1. c. of the Iowa Code states: “a city or county shall not be eligible to receive monies from the Living Roadway Trust Fund unless the city or county has an Integrated Roadside Vegetation Management Plan in place consistent with objectives in Section 314.22”; and

WHEREAS Section 314.22 of the Iowa Code, Integrated Roadside Vegetation Management states: “It is declared to be in the general public welfare of Iowa and a highway purpose for the vegetation of Iowa’s roadsides to be preserved, planted, and maintained to be safe, visually interesting, ecologically integrated, and useful for many purposes.”; and

WHEREAS the City of Keokuk supports the goals of the Integrated Roadside Vegetation Management Plan which are to:

1. Preserve and provide safe, functional, and environmentally improved corridors of travel throughout the city.
2. Promote desirable, self-sustaining plant communities in roadsides, drainage areas, and other public lands in the city over the long term.
3. Utilize those plant communities that are native to Iowa through preservation and re-establishment whenever practical.
4. Implement a brush control program within the roadside rights-of-way.
5. Make more efficient and effective use of pesticides as a control method of undesirable species.
6. Enhance the scenic qualities of the roadsides and entranceways and their value as roadside habitat.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the City Council does hereby approve the Integrated Roadside Vegetation Management Plan for the City of Keokuk, IA.

Passed this 7th day of August 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

City Of Keokuk
Integrated Roadside Vegetation Management Plan
for Cities Under 10,000 Population
JANUARY 30, 2025

IOWA CODE

Section 314.21 1. c. of the Iowa Code states: *"a city or county shall not be eligible to receive moneys from the living roadway trust fund unless the city or county has an Integrated Roadside Vegetation Management plan in place consistent with the objectives in section 314.22."*

Section 314.22 of the Iowa Code, Integrated Roadside Vegetation Management states:
"It is declared to be in the general public welfare of Iowa and a highway purpose for the vegetation of Iowa's roadsides to be preserved, planted, and maintained to be safe, visually interesting, ecologically integrated, and useful for many purposes."

DEFINITION

Integrated Roadside Vegetation Management (IRVM) a long-term approach to vegetation management that:

1. Systematically evaluates each area to be managed.
2. Determines which plant communities best fit the area.
3. Develops procedures that will encourage, enhance or re-establish native plant communities.
4. Provides self-sustaining, diversified, visually interesting vegetation.
5. Establishes safety and an improved environment as priorities.
6. Utilizes the most beneficial methods to prevent or correct undesirable situations caused by disturbance or less than optimum vegetative ground cover.
7. Enforces Chapter 317, Code of Iowa Noxious Weed Law.

INTRODUCTION

Transportation corridors move people and goods safely and efficiently from one location to another in vehicles, on bicycles and walking. The purposes of roadside vegetation are to hold soil in place without creating hazards, improve scenic beauty for users, and provide habitat for pollinators and other wildlife.

The city's vegetation management goals must meet certain safety and functional requirements before aesthetic, recreational, or economic considerations can be addressed. These are to maintain a clear zone recovery area, meet minimal sight distance requirements, and provide for erosion control. Also required by Iowa law is the control of noxious weeds.

The goals of this Integrated Roadside Vegetation Management Program are to:

1. Preserve and provide safe, functional, and environmentally improved corridors of travel throughout the city.
2. Promote desirable, self-sustaining plant communities in roadsides, drainage areas, and other public lands in the city over the long term.
3. Utilize those plant communities that are native to Iowa through preservation and re-establishment whenever practical.
4. Implement a brush control program within the roadside rights-of-way.
5. Make more efficient and effective use of pesticides as a control method of undesirable species.
6. Enhance the scenic qualities of the roadsides and entranceways and their value as roadside habitat.

PROCEDURES FOR INTEGRATED ROADSIDE VEGETATION MANAGEMENT

1. Inventory sites to be managed, listing areas of desirable vegetation and those needing improvement.
2. Determine the appropriate management methods needed.
3. Determine the best time to implement management procedures and see that they are accomplished at that time. Temporary procedures may be needed to preserve an area before permanent methods can be utilized.

INTEGRATED ROADSIDE VEGETATION MANAGEMENT METHODS

Integrated vegetation management includes the use of cultural, mechanical, biological and chemical practices. Each location must be evaluated to determine the best method to be used. One or more of the following will be used:

1. Cultural Methods

Cultural controls can be achieved through the introduction and management of desirable plants to control noxious weeds and other undesirable plants. The city will use diverse native grass and forb seed mixes or plant plugs as well as trees in their plantings. These diverse native plantings will be maintained and protected.

Prescribed fire is recognized as a valuable tool in brush and invasive plant control and can be used to enhance and maintain native plant communities. The city recognizes the potential hazards relating to prescribed fire. Therefore, roadsides will be burned only under the safest atmospheric conditions by burn crew personnel trained and certified in the use of prescribed fire.

2. Mechanical Methods.

This involves anything from tractor mowers for managing shoulders, weed control and planting maintenance to pruning shears, chainsaws, and boom mowers for controlling brush and maintaining guardrails and the clear zone.

3. Biological Methods

This involves the use of animals, insects, bacteria or viruses to control plant growth. Natural enemies of noxious weeds could be used in the ROW if necessary. Further research will be needed on other possible biological controls before the city will recommend them.

4. Pesticide Methods

Selection of pesticides to be used shall be based on their label constraints and residual effects on the environment. They will be monitored to document their effectiveness and impacts upon target and non-target species.

Pesticides can be valuable tools for controlling undesirable vegetation. Applicators will be certified by the State of Iowa as public applicators in the appropriate categories.

EDUCATION AND INFORMATION

In accordance with this IRVM plan, the city will:

1. Develop a public awareness campaign to gain support for integrated roadside management through media, established organizations, seminars and brochures.
2. Obtain educational and informational material on IRVM to be presented in seminars and distributed to adjacent landowners, the public, consultants, and contractors.
3. Provide guidelines and directives for staff, contractors and others who seed, plant and maintain roadsides.
4. Encourage the use of seed, plants and trees native to Iowa.

This is a flexible plan that requires common sense interpretations with changes made as necessary to fit the ever-changing complex circumstances realized in integrated roadside vegetation management. This plan will require an update within five years of certification.

City Certification:

Mayor

Click here to enter a date.
Date

City Administrator

Click here to enter a date.
Date

RESOLUTION NO. _____

**RESOLUTION IN SUPPORT OF AN INTEGRATED ROADSIDE VEGETATION
MANAGEMENT PLAN FOR THE CITY OF Keokuk**

WHEREAS, Section 314.21 1. c. of the Iowa Code states: "a city or county shall not be eligible to receive moneys from the living roadway trust fund unless the city or county has an Integrated Roadside Vegetation Management plan in place consistent with the objectives in section 314.22; and

WHEREAS, Section 314.22 of the Iowa Code, Integrated Roadside Vegetation Management states: "It is declared to be in the general public welfare of Iowa and a highway purpose for the vegetation of Iowa's roadsides to be preserved, planted, and maintained to be safe, visually interesting, ecologically integrated, and useful for many purposes."; and

WHEREAS, the City of Keokuk supports the goals of the Integrated Roadside Vegetation Management Plan which are to:

1. Preserve and provide safe, functional, and environmentally improved corridors of travel throughout the city.
2. Promote desirable, self-sustaining plant communities in roadsides, drainage areas, and other public lands in the city over the long term.
3. Utilize those plant communities that are native to Iowa through preservation and re-establishment whenever practical.
4. Implement a brush control program within the roadside rights-of-way.
5. Make more efficient and effective use of pesticides as a control method of undesirable species.
6. Enhance the scenic qualities of the roadsides and entranceways and their value as roadside habitat.

NOW, THEREFORE, BE IT RESOLVED, the City Council does hereby approve the Integrated Roadside Vegetation Management Plan for the City of Keokuk

PASSED AND APPROVED this day _____ of _____, _____
Date Month Year

ATTEST:

Mayor Signature

City Clerk Signature



COUNCIL ACTION FORM

Date: August 7, 2025

Presented By: El Anfaoui

Subject: 2024/2025 Street Finance Report Agenda Item: 12

Description:

The City receives Road Use Tax funds from the State of Iowa, which are designated for street operations and maintenance. To ensure that these funds are used appropriately, the City is required to file an annual Street Finance Report (SFR). The SFR has been completed and is attached for your review.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval for submission of the FY 24-25 Street Finance Report (SFR) to the Iowa Department of Transportation.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING STREET FINANCING REPORT FOR
FISCAL YEAR ENDING JUNE 30, 2025**

WHEREAS, the City of Keokuk, Iowa receives distributions from the State of Iowa of Road Use Taxes; and

WHEREAS, the City of Keokuk, Iowa is required to file an annual Street Financing Report (SFR) detailing revenues, expenses, projects, equipment, and debt service related to street operations and maintenance; and

WHEREAS, said SFR for FY 2024-2025 is prepared and attached hereto.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA THAT, the City Council hereby approves the Street Financing Report for Fiscal Year 2024-2025 and authorizes the City Clerk to sign and submit said SFR to Iowa Department of Transportation.

PASSED, APPROVED, AND ADOPTED this 7th day of August 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Keokuk

7/30/2025 11:04:33 AM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$565,757					\$565,757
Benefits - Roads/Streets		\$282,257					\$282,257
Training & Dues		\$2,521					\$2,521
Building & Grounds Maint. & Repair		\$4,756					\$4,756
Vehicle & Office Equip Operation and Repair		\$36,753					\$36,753
Operational Equipment Repair		\$12,504					\$12,504
Street Lights		\$210,737					\$210,737
Other Maintenance and Repair		\$10,156					\$10,156
Medical		\$671					\$671
Payments to othe agencies		\$4,710					\$4,710
Street Maintenance Expense		\$21,186					\$21,186
Other Professional Services		\$10,023			\$20,045		\$30,068
Other Contract Services		\$13,469			\$3,358,677		\$3,372,146
Minor Equipment Purchases		\$15,033					\$15,033
Office Supplies		\$223					\$223
Operating Supplies		\$17,212					\$17,212



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025
Keokuk
7/30/2025 11:04:33 AM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Postage & Safety		\$16,335					\$16,335
Other Supplies		\$3,525					\$3,525
Other Capital Outlay		\$182,721					\$182,721
Principal Payment				\$1,285,600			\$1,285,600
Interest Payment				\$329,211			\$329,211
Bond Registration Fees				\$2,160			\$2,160
Street Lighting	\$4,536						\$4,536
Traffic Control/Safety	\$34,322						\$34,322
Snow Removal		\$55,848					\$55,848
Depreciation & Building Utilities		\$11,917					\$11,917
Street Cleaning		\$78,177					\$78,177
Snow Removal Salaries		\$10,991					\$10,991
Snow Removal Benefits		\$7,004					\$7,004
Total	\$38,858	\$1,574,486		\$1,616,971	\$3,378,722		\$6,609,037



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025
Keokuk
7/30/2025 11:04:33 AM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$0	\$1,616,971			\$1,616,971
Other Taxes (Hotel, LOST)			\$312,785				\$312,785
State Revenues - Road Use Taxes		\$1,405,991					\$1,405,991
Other State Grants - IDOT	\$70,373						\$70,373
Charges/fees						\$0	\$0
Contributions					\$79,160		\$79,160
Proceeds from Debt		\$250,000			\$2,973,964		\$3,223,964
Total	\$70,373	\$1,655,991	\$312,785	\$1,616,971	\$3,053,124	\$0	\$6,709,244



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025
Keokuk
7/30/2025 11:04:33 AM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2016 A	\$1,270,000	\$220,000	\$28,223	\$220,000	\$28,223	\$1,050,000
2016 B	\$1,910,000	\$365,000	\$41,540	\$365,000	\$41,540	\$1,545,000
2020 A	\$3,430,000	\$790,000	\$93,200	\$505,600	\$59,648	\$2,640,000
2023 D	\$4,995,000	\$195,000	\$199,800	\$195,000	\$199,800	\$4,800,000
2025 G.O.	\$5,500,000	\$0	\$0	\$0	\$0	\$5,500,000
Total	\$17,105,000	\$1,570,000	\$362,763	\$1,285,600	\$329,211	\$15,535,000



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025
Keokuk
7/30/2025 11:04:33 AM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Ford F-250 Pickup 4x4	2001	Purchased	\$21,850	No Change
International 2-ton Dump Truck	2000	Purchased	\$66,433	No Change
International Dump Truck	2008	Purchased	\$102,000	No Change
Elgin Pelican Street Sweeper	2023	Purchased	\$257,066	No Change
International 2 ton dump truck	1999	Purchased	\$62,305	No Change
Chevy Street Flusher	1979	Purchased	\$19,076	No Change
Chevy Silverado Pickup	2023	Purchased	\$36,400	No Change
Cat End Loader	2013	Purchased	\$127,662	No Change
Wanco Signboard Trailer	2015	Purchased	\$4,500	No Change
Oil Distribution Truck	1996	Purchased	\$26,500	No Change
2011 Ford F350 Truck with Bed	2011	Purchased	\$21,613	No Change
International Dump Truck	2017	Purchased	\$81,299	No Change
Ford F-350 4x4 w/plow & spreader	2020	Purchased	\$63,128	No Change
Bucket Truck	2008	Purchased	\$30,150	No Change
Hyster Rubber Tire Roller	1973	Purchased	\$14,000	No Change
F-series Service Truck and Bed	2015	Purchased	\$47,096	No Change
Sander and Plow for F-350	2014	Purchased	\$12,620	No Change
International 7300 Dump Truck	2014	Purchased	\$108,502	No Change
Tank Trailer Crack Pro 125	2021	Purchased	\$65,480	No Change
Ford F-350	2014	Purchased	\$24,855	No Change
Ford F-350 Truck	2009	Purchased	\$26,162	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025
Keokuk
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Description	Model Year	Usage Type	Cost	Purchased Status
Gallion Tandem Roller	1977	Purchased	\$65,210	No Change
International Tractor w/seaman mixer	1976	Purchased	\$12,350	No Change
Deere Motor Grader	1997	Purchased	\$125,000	No Change
International Dump Truck	2020	Purchased	\$81,303	No Change

City Street Finance Report

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025
Keokuk
7/30/2025 11:04:33 AM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$1,569,982	\$0	\$0	\$4,639,654	\$0	\$6,209,636
SubTotal Expenses (-)	\$38,858	\$1,574,486		\$1,616,971	\$3,378,722		\$6,609,037
Subtotal Revenues (+)	\$70,373	\$1,655,991	\$312,785	\$1,616,971	\$3,053,124	\$0	\$6,709,244
Ending Balance	\$31,515	\$1,651,487	\$312,785	\$0	\$4,314,056	\$0	\$6,309,843

Resolution Number:

Execution Date:

Signature:



COUNCIL ACTION FORM

Date: August 8, 2025

Presented By: Pam Broomhall/Casey Barnes

Subject: Nuisance Demolition - 211 N. 8th Agenda Item: 13

Description:

The property at 211 N. 8th was damaged by fire in November 2023. It was occupied by family members of the owner, and neither had insurance. Due to the extent of the damage, the house was declared unsafe to occupy.

Code Enforcement/Housing Official Barnes has issued multiple nuisance violation notices for issues such as yard debris, tall grass, illegal occupancy of an unsafe structure, and unsecured buildings. Although a building permit was issued for repairs, very little progress has been made in the nearly two years since the fire.

The house is located within 200 feet of Washington School and is considered a dangerous structure.

Two bids were received for demolition:

CCS:\$6,438.42 (lowest bid)
W & S:\$9,950.00

The property owner will be billed for the costs, and a lien will be placed if payment is not made within 30 days.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 0011706380 Title: Demo/Serv/HSG/Temp labor

Amount Budgeted: \$260,000

Actual Cost: \$6,438.42

Under/Over: N/A

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve Mayor to sign demolition contract.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AUTHORIZING MAYOR TO SIGN DEMOLITION
CONTRACT FOR A SINGLE-FAMILY DWELLING LOCATED AT 211 NO.
8th STREET**

WHEREAS the City solicited bids for the demolition of a single-family dwelling located at 211 No. 8th Street; and

WHEREAS, the house sustained fire damage in November 2023, the property has received numerous nuisance violations, and minimal efforts to restore damage to the structure have been inadequate compromising further safety of the structure; and

WHEREAS, two bids were received, the low bid was \$6,438.42, submitted by Commercial Contracting Services of Keokuk.

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

That, the City Council hereby accepts the bid submitted by Commercial Contracting Services of Keokuk in the amount of six thousand four hundred and thirty-eight dollars and forty-two cents (\$6,438.42) and authorizes the mayor to sign a contract for said demolition.

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

Passed & Approved this 7th day of August 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: August 7, 2025

Presented By: Brian Carroll, PWD

Subject: Joyce Park Lease for Keokuk Youth Soccer Association, Inc. Agenda Item: 14

Description:

The Joyce Park Commission has recommended that the City enter into a long term lease and development agreement with The Keokuk Youth Soccer Association, Inc.

The Joyce Park Commission, pursuant to the gift of Joyce Park to the City of Keokuk, and within its charge pursuant to Keokuk Municipal Code Section 2.65.010, has approved the general terms and purposes of this lease.

The Keokuk Youth Soccer Association, Inc has proposed to undertake the construction of two (2) soccer fields in a manner that meets with the City's approval and complies with the City's Code and in accordance with the terms and conditions of the Proposal attached as Exhibit B and incorporated herein by this reference and the City desires to see the Property developed into soccer fields according to the Proposal.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING JOYCE PARK LEASE WITH
KEOKUK YOUTH SOCCER ASSOCIATION**

WHEREAS the Joyce Park Commission has recommended that the City enter into a long-term lease and development agreement with the Keokuk Youth Soccer Association Inc; and

WHEREAS the Joyce Park Commission, pursuant to the gift of Joyce Park to the City of Keokuk, and within its charge pursuant to Keokuk Municipal Code, Section 2.65.010, has approved the general terms and purposes of a lease; and

WHEREAS the Keokuk Youth Soccer Association, Inc. has proposed to undertake the construction of two (2) soccer fields in a manner that meets with the City's approval and complies with the City's code and in accordance with the terms and conditions set forth by the lease and development agreement; and

WHEREAS the City desires to see the property developed into soccer fields.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a long-term lease agreement be entered into between the City of Keokuk and the Keokuk Youth Soccer Association Inc. for soccer fields at Joyce Park.

PASSED, APPROVED, AND ADOPTED this 7th day of August 2025.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui

CITY OF KEOKUK

LONG TERM LEASE

THIS AGREEMENT (hereafter referred to as the "Lease" or "Agreement") is made and entered into this ____ day of _____, 2025, by and between the City of Keokuk (hereafter referred to as the "City" or the "Lessor") and The Keokuk Youth Soccer Association, Inc. (hereafter referred to as the "Lessee").

WHEREAS, the Lessor is a municipal corporation and political subdivision of the State of Iowa; and

WHEREAS, the Lessee is a domestic non-profit corporation organized under the laws of the State of Iowa for the purposes of providing recreational, educational, and charitable services to the residents of the City of Keokuk, Iowa; and

WHEREAS, it is the goal of the Lessor, in carrying out these purposes to ensure that residents of the City of Keokuk continue to enjoy and use the land and recreational facilities thereof, in such a manner as is responsible and respectful of the heritage and history of the region; and

WHEREAS, the Joyce Park Commission, pursuant to the gift of Joyce Park to the City of Keokuk, and within its charge pursuant to Keokuk Municipal Code Section 2.65.010, has approved the general terms and purposes of this lease; and

WHEREAS, the Premises described in this Lease have been acquired and are being leased by the Lessor to the Lessee in furtherance of the Lessor's purpose; and

WHEREAS, the Lessee shares the purposes and goals of the Lessor and has agreed to enter into this lease not only to obtain those benefits to which Lessee is entitled to under this lease, but explicitly to further the charitable and recreational purposes of the Lessor with regard to the Leased Premises; and

WHEREAS, Lessor and Lessee recognize the special nature of the terms and conditions of this Lease, and each of them, with the independent and informed advice of legal counsel, freely accepts these terms and conditions, including those terms and conditions stated in the Requirements and Restrictions included in this Lease, and those terms and conditions that may affect the marketing and resale price of any Improvements on the Leased Premises; and

WHEREAS, it is mutually understood and accepted by Lessor and Lessee that the terms and conditions of this Lease further their shared goals over an extended period of time and through a succession of owners;

NOW THEREFORE, in consideration of the foregoing recitals, of mutual promises of Lessor and Lessee, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE I. PREMISES; LOCATION; USE.

1.1 PREMISES. The Lessor, for and in consideration of the rent to be paid and the covenants and conditions of the Lessee as hereinafter provided, does hereby lease and let unto the Lessee, for the period and subject to the terms and conditions hereinfor provided in this Agreement and in Exhibit "B", the Development Agreement, hereto attached and incorporated by this reference, and in the Proposal, Exhibit C, attached hereto and incorporated by this reference, that portion of Joyce Park shown in Exhibit "A" hereto attached and incorporated by this reference.

- 1.2 **AS IS CONDITION.** Lessee agrees to accept title to the Leased Premises in their “as is” condition and “with all faults” existing as of the date hereof. Lessee agrees that this Lease has been entered into after full investigation of the Premises, or with Lessee satisfied with the opportunity afforded for investigation, and without reliance upon any statement or representation by Lessor unless such statement or representation is expressly set forth in this Lease.
- 1.3 **PURPOSE.** The Premises shall be used only for educational, recreational, and scientific purposes, and such other purposes as are supportive of or incidental to these uses and the purposes of the Lessor. The Lessee shall cooperate with the Lessor to amend the Requirements and Restrictions from time to time, as needed. Both Lessee and Lessor must agree in writing to any changes or amendments to the Requirements and Restrictions before such changes take effect.
- 1.4 **RESERVATION OF MINERAL RIGHTS.** Lessor reserves to itself all of the oil, gas, coal and other minerals, including water, upon, in and under the Leased Premises, This reservation shall not diminish the right of the Lessee under this Lease to occupy and freely use the Leased Premises, Any extraction of minerals by the Lessor shall be carried out with as little disruption to the Lessee as is possible, On the completion of any such extraction, Lessor shall return the surface of the Leased Premises to its original state, In instances requiring a material disruption of the Lessee's right of use and occupancy of the Leased Premises, the Lessor shall not make such extraction without the consent of the Lessee. Notwithstanding this reservation of mineral rights by Lessor, Lessee shall have the right to draw upon such quantity of water from the Leased Premises as may be reasonably necessary for purposes permitted under the terms of this Lease on the leased Premises.
- 1.5 **CONSISTENT USE/OCCUPANCY.** Lessee shall occupy and use the Leased Premises for at least seven (7) months of each year of this Lease, unless otherwise agreed to a lesser term in writing signed by the Lessor.
- 1.6 **WRITTEN CONSENT FOR OTHER USES.** The Lessee must secure written consent from the Lessor for any uses of the Leased Premises that are not consistent with the terms of this Lease or about which there may be reasonable doubt as to their consistency with the terms of this Lease. Any request by Lessee for such consent shall be either granted or refused by Lessor within 30 days of receipt thereof.
- 1.7 **RESPONSIBLE USE AND COMPLIANCE WITH LAW.** Lessee shall use the Leased Premises in a manner so as not to cause actual harm to others or create any nuisances, public or private; and shall dispose of any and all waste in a safe and sanitary manner. Any and all use of the Premises by the Lessee shall be in compliance with all applicable laws and regulations, including all local applicable ordinances of the City of Keokuk. Lessee shall maintain the Leased Premises and Improvements in good, safe, and habitable condition in all respects, except for normal wear and tear, in full compliance with all applicable laws and regulations, and in such condition as is

required to maintain the insurance coverage required by Article IV of this Lease,

- 1.8 **NONEXCLUSIVE USE.** The City, as well as the City's agents, employees, customers, and general public, are permitted non-exclusive use of all roads, rights-of-way, driveways to and from the Leased Premises in common with other users of the Premises. The Lessee may, with the written consent of the City, temporarily or permanently close or consent to the closing of any roadway or right-of-way for such access, ingress, or other area of the Leased Premises presently or hereafter used as such. In such a case, a means of access, ingress, and egress reasonably equivalent to that formerly provided shall be substituted and concurrently made available.
- 1.9 **LESSEE TO MAINTAIN.** During the term of this Lease, the Lessee shall maintain the Premises in conformance with City of Keokuk ordinances and regulations, including maintaining any structures located on the Premises, maintaining the vegetation, snow removal as necessary, and maintain any fences. The Lessor shall not permit its officers, directors, employees, agents, guests, invitees, or others, to trespass upon the Premises, except as otherwise set forth in this Lease and recognizing that the land itself is a portion of a public park otherwise maintained by the Lessor.
- 1.10 **INSPECTION.** Lessor may inspect any portion of the Leased Premises, at any reasonable time, and in any reasonable manner, upon at least twenty-four (24) hours oral notice to Lessee. In the event of emergency, Lessor may inspect any portion of the Leased Premises, provided that the Lessor use reasonable efforts to give advance notice to Lessee.
- 1.11 **LESSEE'S RIGHT TO PEACEFUL ENJOYMENT.** Lessee has the right to undisturbed enjoyment of the Leased Premises, and Lessor has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Lessee, subject to the provisions of this Lease.
- 1.12 **RESPONSIBLE FOR OTHERS.** Lessee shall be responsible for the use of the Leased Premises by all residents and their families, friends and visitors and anyone else using the Leased Premises with Lessee's consent and shall make all such people aware of the spirit, intent and appropriate terms of this Lease.
- 1.13 **DEVELOPMENT OF NEW PERMANENT STRUCTURES.** New permanent structures may be developed on the Leased Premises, where construction is permitted by Iowa Code and local ordinance for the educational and recreational uses permitted by the terms of this Lease, and with the written consent of the Lessor. Specific uses for which such structures may be developed include, but are not limited to, storage, facilities for the soccer training, practicing and matches, consistent with the mission of the Lessee's purpose, educational activities, recreational or other activities benefiting the local community, provided such uses are in compliance with all applicable public laws and regulations, including the Keokuk Municipal Code. Written notice shall be provided to the City thirty days before the commencement of any alterations to the City, to permit the City to review and consider the

planned alterations before making any final determination or recommendations in connection therewith. The Lessee shall comply with any recommendations from the City, and shall comply with any standards provided by the City there for,

- 1.14 **SERVICES.** Lessor shall not be required to furnish any services or facilities, including, but not limited to heat, electricity, air conditioning, water, or sewer/stormwater needs, or to make any repairs to the Leased Premises or Improvements, and Lessee hereby assumes the sole responsibility for furnishing all services or facilities.
- 1.15 **LESSOR'S APPROVAL REQUIRED.** Lessee must receive prior written approval from Lessor for the siting and construction of new permanent buildings of any kind and for any modification of existing permanent buildings that expands or alters the exterior of such buildings. Lessee must also receive prior written approval from Lessor for any development or alteration of Improvements undertaken to house or facilitate any uses other than those specifically permitted by this Lease.
- 1.16 **QUALITY OF IMPROVEMENTS.** All construction and other work permitted by this Lease shall be done in a good and workmanlike manner and in compliance with all applicable laws, regulations, building codes, orders and requirements of all public authorities ("Legal Requirements") and all commercially reasonable requirements of insurers of the Leased Premises ("Insurance Requirements"). Lessor may inspect Lessee's work at reasonable times and shall promptly give notice of observed defects. The parties agree that Lessee shall be solely responsible for obtaining any necessary approval or permits or otherwise satisfying any Legal Requirements or Insurance Requirements.
- 1.17 **PROHIBITION OF LIENS.** No lien of any type shall attach to the Lessor's title to the Land or to Lessor's interest in the Leased Premises or to any other property owned by the Lessor. Lessee shall not permit any statutory or similar lien to be filed against the Premises, the Improvements, or any interest of Lessor which remains more than sixty (60) days after it has been filed. Lessee shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. If Lessee fails to cause such lien to be discharged within the sixty (60) day period, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the lien by paying the amount in question. Lessee may, at Lessee's expense, contest the validity of any such asserted lien, provided Lessee has furnished a bond in an amount sufficient to release the Leased Premises from such lien. Any amounts paid by Lessor to discharge such liens shall be deemed to be an additional Lease Fee payable by Lessee upon demand, to which the Lessor shall not waive any legal rights to collect.
- 1.18 **DISPOSITION OF IMPROVEMENTS.** Due to the term of this lease and the rent collected herein, both parties explicitly agree that upon the expiration of the term of this Lease as such term may be extended, or as sooner terminated in accordance with this Lease, Lessee shall surrender all permanent Improvements together with the Leased Premises to the Lessor. Ownership of the permanent Improvements shall thereupon revert to Lessor. Notwithstanding the generality of the foregoing, Lessee may remove from the Premises prior to the expiration of the Lease any property of the Lessee that is not permanently

installed on the Premises and that has not been identified as part of the Improvements in an Exhibit to this Lease or in Lessor's written permission for its construction or placement on the Premises.

1.19 OTHER PAYMENT BY LESSOR. In the event that Lessor shall be required to pay any sum that is the Lessee's responsibility or liability, the Lessee shall promptly reimburse the Lessor for such payment and for reasonable expenses caused thereby.

1.20 NONPROFIT STATUS. Lessee agrees to maintain its nonprofit status, and shall keep current documentation of that status on file at City Hall for the duration of this Agreement.

1.21 LESSOR'S RIGHT OF REENTRY. If at any time during the term of this Agreement the Lessee abandons the Premises or any part thereof, or otherwise violates any provision of Article I, or Exhibit B, the Lessor may, at Lessor sole option and in Lessor's sole discretion, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever. Lessor may, at Lessor's discretion, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any such manner as Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

1.22 LEASE NON-TRANSFERABLE. Without the City's prior written consent, Lessee shall not assign this Lease or sublease the Premises or any part thereof, nor mortgage, pledge, nor hypothecate its leasehold interest, nor grant any concession or license within the Premises. Any attempt to do any of the foregoing shall be void and of no effect, and shall permit the Lessor to reenter under paragraph 1.21 of this Lease. For purposes of this paragraph, a transfer of the ownership interests controlling Lessee shall be deemed an assignment of this Lease unless such ownership interests are publicly traded. Lessee shall reimburse the City for any and all of the City's reasonable out-of-pocket expenses in connection with any assignment or sublease. Upon the City's actual receipt of Lessee's written notice of a desire to assign or sublet the Premises, or any part thereof, the City may, by giving written notice to the Lessee within 30 days after receipt of Lessee's notice, terminate this Lease with respect to the Premises, or any portion or section thereof as described in Lessee's notice, as of the date specified in Lessee's notice for the commencement of the proposed assignment or sublease. Notwithstanding any assignment or subletting, Lessee and any guarantor or surety of Lessee's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Lessee's other obligations under this Lease, regardless of written consent provided by the City. In the event that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration

therefor or incident thereto) exceeds the rental payable under this Lease, then Lessee shall be bound and obligated to pay the City as additional rent hereunder, all such excess rental and other excess consideration within ten (10) days following receipt thereof by Lessee. If this Lease be assigned or if the Premises be subleased, whether in whole or in part, or in the event of the mortgage, pledge, or hypothecation of Lessee's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Lessee, then upon a default by Lessee hereunder, the City may collect rent from the assignee, sublessee, mortgagee, pledgee, or party to whom the leasehold interest was hypothecated, a concessionee or licensee or other occupant, and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Lessee shall be held in trust for the City, and immediately forwarded to The City, No such transaction or collection of rent or application thereof by the City, however, shall be deemed a waiver of these provisions or a release of Lessee from the further performance by Lessee of its covenants, duties, or obligations hereunder. Nothing in this paragraph may be considered to apply to daily usage fees for the Lessee to recoup incidental costs associated with the operation of the facilities Lessee builds upon the premises.

ARTICLE II. TERM.

- 2.1 **TERM.** The initial term of this Lease shall be 2 years, commencing on the ____ day of _____, 2025, (the "Commencement Date"), and terminating on the ____ day of _____, 2027 (the "Expiration Date"), unless terminated sooner or extended as provided below.
- 2.2 During this initial term, ~~Lee~~ Lessee shall construct two (2) soccer fields in accordance with the Development Agreement, Exhibit "B", and ~~Lee's~~ Lessee's Proposal, Exhibit "C", all to the satisfaction of Lessor, as determined in the sole discretion of Lessor. In the event the two (2) soccer fields are not constructed by ~~Lee~~ Lessee to Lessor's satisfaction within two (2) years, this Lease shall terminate and possession of the Leased premises shall revert to Lessor and ~~Lee~~ Lessee shall surrender possession to Lessor.
- 2.3 In the event the two ~~9~~(2) soccer fields are constructed within two (2) years as contemplated in 2.2 to the Lessor's satisfaction, this Lease shall extend for an additional 97 years, terminating on the ____ day of _____, 2124, unless terminated sooner or extended as provided below.
- 2.4 **CHANGE OF LESSOR.** In the event that ownership of the land comprising the Leased Premises (the "Land") is conveyed or transferred (whether voluntarily or involuntarily) by Lessor to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected.

ARTICLE III. RENTAL PAYMENTS.

- 3.1 **LEASE FEE.** The Lessee covenants and agrees to pay the Lessor, as rental for the use of the Premises during the leasehold term, one dollar (\$1.00) at signing, and one dollar {\$1.00) annually, payable in advance on the first of January of each and every year this Lease remains in effect, as well as faithful performance of the conditions and covenants of this Lease Agreement,

3.2 PAYMENT OF LEASE FEE. The Lease Fee shall be payable to Lessor, at City Hall, on the First day of January in each year for as long as this Lease remains in effect.

3.3 PERIODIC ADJUSTMENT OF LEASE FEE. In order to keep the Lease Fee reasonably current, Lessor may recalculate the amount specified in Section 3.1 from time to time, but no more often than every twenty-fifth year of the term of the Lease. At such times, the amount shall be recalculated to reflect the fair rental value of the Leased Premises at the time of recalculation, recognizing (a) that certain costs of ownership, including the cost of insurance, are paid directly by the Lessee and are therefore not costs for which Lessor should be reimbursed through the Lease Fee, (b) that use of the Leased Premises is restricted by the Lease in ways that reduce the fair rental value, (c) that Lessee will be providing certain benefits to Lessor including but not limited to preservation and enhancement of the land, recreational benefits in accordance with the mission of the Lessor for Joyce Park, and protection of the environment, and (d) that the rent is not to exceed fifty percent (50%) of the average fair market value for agricultural land in Lee County, Iowa,

ARTICLE IV. INSURANCE

4.1 Lessee shall maintain general liability insurance in the amount of one million dollars for years 1-54 of the Lease, and two million dollars for years 55-99 of this Lease. Additionally, Lessee shall maintain property insurance on all improvements constructed upon the Leased Premises, in amounts greater than the market value for the improvements. Certificates of insurance shall be filed with the City Clerk, naming the City of Keokuk as an additional insured. At any time, the City may request and require the Lessee to increase these amounts, if good cause shown, or market rates so demand it.

4.2 NATURAL DISASTER. In the event of a fire or other natural disaster, Lessee shall promptly notify the City and their insurance, and cooperate in cleanup efforts and return the structures to habitable condition within 30 days, or otherwise sign over this Lease to the City. Lessee shall take all steps necessary to assure the repair of such damage and the restoration of the Improvements to their condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Lessee shall also promptly take all steps necessary to assure that the Leased Premises are safe and that the damaged Improvements do not constitute a danger to persons or property.

4.3 ALTERNATIVE RESPONSE TO NATURAL DISASTER. Notwithstanding anything to the contrary in the foregoing section, in the event of fire or other damage to the Premises or Improvements thereon, Lessee may propose to Lessor an alternative plan for the use of the insurance proceeds if Lessee determines that such restoration would not constitute the best use of the insurance proceeds for the purposes permitted by this Lease. Such a plan shall make use of the insurance proceeds entirely for the purpose of improving the Leased Premises for the permitted purposes and shall provide for the safe, sanitary, and environmentally appropriate treatment of the site, and the safe and sanitary disposal or recycling of any remnants of damaged Improvements. Lessor shall approve or reject such a plan within 30 days of its receipt, but shall not unreasonably withhold approval of any such

plan that utilizes the insurance proceeds to improve the Leased Premises for purposes consistent with the terms of this Lease.

Article V. RIGHT OF FIRST REFUSAL.

In the event the Lessor receives a bona fide offer to purchase the Premises from an unrelated entity ("Offer") which the Lessor determines is in the public interest to accept, the Lessor shall promptly notify Lessee of such Offer, at the address for notice herein, and Lessee shall have thirty (30) days to notify the Lessor that it will meet said Offer. If Lessor decides to accept the Offer, the Lessor shall then be obligated to sell to Lessee, unless the Lessee fails to close, or otherwise meet the terms of said Offer. If Lessee does not notify the Lessor within said thirty (30) days, or later fails to close or otherwise meet the terms of said Offer, the Lessor shall be free to sell to a third party.

ARTICLE VI. NOTICE AND SERVICE ADDRESS.

Any Notice required or permitted to be served under the terms of this Lease shall be sent by certified mail, postage fully prepaid and return receipt requested, or by a nationally recognized overnight courier service (such as FED EX or UPS), to the parties at the following addresses, or at such other address as the respective parties may, from time to time, give written notice. Notice shall be effective two business days after mailing, or one business day after dispatch by courier:

FOR THE CITY OF KEOKUK:

Attn: City Administrator
501 Main Street
Keokuk, Iowa 52632

FOR THE LESSEE:

ARTICLE VII: MISCELLANEOUS PROVISIONS.

7.1 ARBITRATION REQUIRED. In the event of a bona fide dispute between the parties as to the construction of any provision of this Lease the parties shall attempt to resolve such dispute through good faith negotiation. If such negotiation fails to resolve the dispute, such dispute shall be submitted to arbitration by a single neutral arbitrator. If the parties are unable to agree on an arbitrator, such arbitrator shall be appointed by a Judge of the Iowa District for Lee County at Keokuk, (or such Court's alternative dispute resolution office). The decision of the arbitrator shall have the same force as a decision by a trial court, and may be entered as a judgment in the records of Lee County, Iowa. The parties shall have the right to appeal the arbitrator's decision to the appropriate District Court, with such Court sitting as if it were an appellate court.

7.2 VENUE. In the event that arbitration is unsuccessful, proper venue and jurisdiction shall exclusively be maintained by the Iowa District Court for Lee County at Keokuk, or the

United States District Court for the Iowa Southern District.

- 7.3 LESSEE'S LIABILITY.** Lessee assumes sole responsibility and liability to all persons and authorities related to its possession, occupancy and use of the Leased Premises and the Improvements.
- 7.4 INDEMNIFICATION OF LESSOR.** Lessee shall defend, indemnify, and hold Lessor harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises and the Improvements. Lessee waives all claims against Lessor for such injury or damage. However, Lessor shall remain liable, and Lessee shall not indemnify and defend Lessor against such liability or waive such claims of liability for injury or damage due to negligence or willful misconduct of Lessor or Lessor's agents or employees.
- 7.5 SEVERABILITY.** If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Lessee or Lessor against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law,
- 7.6 WAIVER.** The waiver by Lessor at any given time of any term or condition of this Lease, or the failure of Lessor to take action with respect to any breach of any such term or condition, shall not be deemed to be a waiver of such term or condition with regard to any subsequent breach of such term or condition, or of any other term or condition of the Lease. Lessor may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by Lessor before being effective.
The subsequent acceptance of Lease Fee payments by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term or condition of this Lease, other than the failure of the Lessee to pay the particular Lease Fee so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.
- 7.7 LESSOR'S RIGHT TO PROSECUTE OR DEFEND.** Lessor shall have the right, but shall be under no obligation, to prosecute or defend, in its own or the Lessee's name, any actions or proceedings appropriate to the protection of its title to, and Lessee's interest in the Leased Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.
- 7.8 CONSTRUCTION.** Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.
- 7.9 HEADINGS AND SUBHEADINGS.** The headings and subheadings appearing in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.
- 7.10 PARTIES BOUND.** This Lease, including the attached exhibits and other attachments, sets forth the entire agreement between Lessor and Lessee with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by Lessor and Lessee or their legal representatives or, in accordance with the provisions of this Lease, their

successors in interest.

7.11 **COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

7.12 **GOVERNING LAW.** This Lease shall be interpreted in accordance with and governed by the laws of the State of Iowa. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

7.13 **RECORDING.** The parties agree, as an alternative to the recordation of this Lease, to execute a so-called Notice of Lease or Short Form Lease in form recordable and complying with applicable law and reasonably satisfactory to Lessor's attorneys. In no event shall such document set forth the rent or other charges payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

ARTICLE VIII: DEFAULT.

8.1 **CONDITIONS OF DEFAULT BY LESSEE.** It shall be an event of default if Lessee fails to abide by any other material term or condition in this Lease and such failure is not cured by Lessee or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by Lessor to Lessee and Permitted Mortgagee. However, in the case where the Lessee or Permitted Mortgagee has commenced to cure such default within such thirty (30) day period and is continuing such cure with all due diligence but cannot by the exercise of due diligence cure such default within such period, such period shall be extended for such additional period as may be reasonably required under the circumstances to complete such cure, but in any event, not longer than six months.

8.2 **REMEDIES.** In the case of any of the events of default described above, Lessor shall have the following remedies therefor:

(a) Lessor may terminate this Lease and initiate summary proceedings against Lessee. Pursuant to such proceedings, without demand or notice, Lessor may enter any part of the Leased Premises and repossess the entire Leased Premises, and expel Lessee and those claiming rights through Lessee and remove their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. If this Lease is terminated by Lessor, or if Lessor reenters the Leased Premises pursuant to an Event of Default, the Lessee agrees to pay and be liable for any unpaid Ground Lease Fee, damages which may be due or sustained prior to or in connection with such termination or re-entry, and all reasonable costs, fees and expenses (including, without limitation, reasonable attorneys' fees) incurred by Lessor in pursuit of its remedies under this Lease.

(b) Lessor may bring an action at law or in Local Land for money damages or equitable relief, including, without limitation, an action seeking to restrain by injunction any violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or seeking specific performance of any such covenants, conditions or provisions; provided, however, that the foregoing shall not be construed

as a confession of judgment by the defendant in any such action,

(c) Lessor may exercise any other remedy or remedies as expressly provided in this Lease. The foregoing remedies shall be cumulative and are not intended to be exclusive of any other remedies or means of redress that Lessor may be lawfully entitled to seek, either at law or via this Lease, of any breach or threatened breach of any provision of this Lease.

8.3 DEFAULT BY LESSOR. Lessor shall in no event be in default in the performance of any of its obligations under the Lease unless and until Lessor has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Lessee to Lessor properly specifying Lessor's failure to perform any such obligation.

8.4 LIMITATION ON LIABILITY. Lessee shall neither assert nor seek to enforce any claim for breach of this Lease against any of Lessor's assets other than Lessor's interest in the Lease and the Land, and Lessee agrees to look solely to such interest for the satisfaction of any liability of Lessor under this Lease, it being specifically agreed that neither Lessor, nor any successor holder of Lessor's interest hereunder, nor Lessor's employees or officers, shall ever be personally liable for any such liability. This paragraph shall not limit any right that Lessee might otherwise have to obtain injunctive relief against Lessor, or to take any other action otherwise permitted under this Lease which shall not involve the personal liability of Lessor, or its officers or employees, to respond in monetary damages from Lessor's assets other than Lessor's interest in this Lease and the Land, as aforesaid. In no event shall Lessor ever be liable for any indirect or consequential damages or loss of profits or the like.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed in duplicate as of this _____ day of _____, 2025.

FOR THE CITY OF KEOKUK, IOWA:

KATHLEEN A. MAHONEY, Mayor

ATTEST:

Celeste El Anfaoui

(SEAL OF THE CITY)

FOR THE LESSEE, The Keokuk Soccer Club:

_____, President

STATE OF IOWA)
)
COUNTY OF LEE)

On this _____ day of _____, 2025, before me, a Notary Public, in and for said county and state, personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that she is President of the Keokuk Soccer Club, and that the foregoing instrument was signed on behalf of the said Keokuk Soccer Club by the authority of its board of directors, and the said President, did acknowledge the execution of this instrument to be the voluntary act and deed of the Keokuk Soccer Club, by it voluntarily executed.

Notary Public

(SEAL)

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Keokuk, Iowa (hereinafter referred to as the "City"), and The Keokuk Youth Soccer Association, Inc., of Keokuk, Iowa 52632 (hereinafter referred to as the "Developer") as of this _____ (the "Commencement Date").

WHEREAS, the Developer is in the process of entering into a long-term lease with the City with respect to property described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Developer has proposed to undertake the construction of two (2) soccer fields in a manner that meets with the City's approval and complies with the City's Code and in accordance with the terms and conditions of the Proposal attached as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City desires to see the Property developed into soccer fields according to the Proposal; and

WHEREAS, in consideration thereof, it is the goal of the City to provide the youth of the City of Keokuk access to soccer fields and to enjoy and use the property in such a manner as is responsible and respectful to the development of skills in the sport of soccer;

NOW, THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants.

1. Project Construction.

The Developer intends to construct two (2) soccer fields upon the Property. The Developer agrees to submit detailed Plans which will include, but not be limited to, drawings, sketches, schedule for work, contractors, and subcontractors. The Developer agrees to submit the Construction Plans within _____ days of this Agreement for review by the Community Development Director to ensure Code Compliance and for approval by the City Council of the City of Keokuk and meeting the Project Goals and Description laid out in the Proposal hereto attached. The Developer specifically agrees to construct the Project in accordance with the Construction Plans and all other specifications or documents attached to this Agreement as exhibits or attached to the Construction Plan (the "Specifications"), as well as any and all state or local laws and ordinances, subject to modifications done with the prior approval of the City. Notwithstanding the foregoing, Developer may request reasonable amendments to the Construction Plan based on the needs of its prospective tenants and the City agrees to review and consider such requests in good faith.

2. Insurance.

The Developer, and any successor in interest to the Developer in the capacity of the Property's developer, shall obtain and continuously maintain insurance on the Property and the completed Project, and from time to time, at the request of the City, shall furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum coverage that must be obtained and continuously

maintained, provided that the Developer shall obtain the insurance described in subsection "a." below prior to the commencement of construction of the Project. All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Developer or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. The Developer, its successors or assigns, agrees to notify the City promptly in the case of damage exceeding \$_____ in amount to, or destruction of the Project resulting from fire or other casualty. Furthermore, the Developer further agrees to apply the proceeds from any and all casualty claims made against the insurance detailed in this Section to the restoration and/or improvement of the Property and/or the Project.

a. Comprehensive general liability insurance (including but not limited to, operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's/Contractor's Policy naming the City as an additional insured, with limits against bodily injury and property damage of not less than the commercially accepted fair market value of the property, demonstrated through the assessment of a reputable insurance company, for each occurrence, written on an occurrence basis.

b. Workers Compensation Insurance, with statutory coverage, in the name of the Developer if applicable.

c. Upon completion of the project, property insurance in the amount of the then re-assessed, fair market value, or \$100,000.00, whichever is greater.

3. Indemnification.

The Developer agrees to indemnify, defend, and hold harmless the City, its officers, employees, and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including attorney's fees and disbursements and costs of investigation, litigation, settlements, judgments, interests, penalties, and other court costs) arising from or in connection with, and limited to, any of the following:

a. Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Developer's or its agent's, contractor's or subcontractor's construction of the Project.

b. Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Developer or successors in interest will insure against in connection with the Project and/or the Property during the Term (as defined below).

c. Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Developer or any of its agents in its or their capacity as an employer of a person.

4. Events of Default and Remedies.

The following shall be the "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this agreement, unless otherwise provided, any one or more of the following events:

a. Failure of the Developer to submit the required documentation to the City within the term provided for in Paragraph 1 above.

b. Failure of the Developer to commence and complete construction of the project pursuant to the terms and conditions of this Agreement, and by such a date as contained within the Proposal. Failure to complete the Project by the stated completion date due to unavoidable delays shall not constitute default of this Agreement.

c. Material failure to comply with the terms and covenants set forth in this Section A.

Whenever any event of default described in this Section or Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have ninety (90) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, City shall then have the right to pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

Notwithstanding the foregoing, if the event of default is a failure of the Developer to materially complete the project within the time period set forth in Section C (3) below, then Developer shall have ninety (90) days after receipt of notice of default from the City to materially complete the project. If Developer fails to do so, then the City may demand that possession of the Property be returned to the City. In no event shall Developer be deemed to be in default or otherwise responsible for delays or failures in performance resulting from acts of God, acts of war or civil disturbance, epidemics, governmental action or inaction, fires, earthquakes, unavailability of labor, materials, power or communication, or other causes beyond Developer's reasonable control. In the event of a reversion, as described in this paragraph, to the City, the City will reimburse the Developer for the purchase price of the property. Furthermore, if the Developer has contributed to the market value to the property, the City would then also have to pay to the Developer such amounts as are necessary to offset the enhanced value that the Developer has brought to the property since the day of the purchase.

B. City's Obligations.

1. No Additional Incentives.

The City shall provide no additional incentives or financing for the Project.

2. City Review of Plans.

The City Community Development Director will review all applications for building permits and other plans in a timely manner and will not unreasonably withhold approval for plans submitted.

C. Administrative Provisions.

1. Amendment and Assignment.

This Agreement may not be amended or assigned by either party without the written consent of the other Party.

2. Successors.

This agreement shall inure to the benefit of and be binding upon all successors and assigns of the parties.

3. Term.

The Term of this Agreement shall commence on the date that the City accepts Developer's Proposal, and all work on the Project shall be completed no later than twenty-four (24) months from that date.

4. Notices.

Except as otherwise expressly provided in this Agreement, a notice or other communication under this Agreement, by either the City or the Developer to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified US Mail, postage pre-paid, return receipt requested, or personally hand delivered, to:

- i. For the Developer, addressed or delivered personally to: The Keokuk Youth Soccer Association, Inc. _____, Keokuk, IA 52632.
- ii. For the City, addressed or personally delivered to City of Keokuk, Attn: City Clerk, City Hall, 501 Main Street, Keokuk, Iowa 52632.
- iii. Either party may, upon written notice to the party, change the address (or addresses) to which such notices and demands are made.

D. Governing Law.

This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with the laws of the state of Iowa.

E. Jury Trial Waiver

The parties hereto, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury in any litigation based on or arising out of this agreement or instrument, or any related instrument or agreement, or any of the transactions contemplated hereby or any course of conduct, dealing, statements, whether oral or written, or action of any party hereto. No party shall seek to consolidate by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by any party hereto except by a written instrument executed by all parties.

CITY OF KEOKUK, IOWA

By: _____
Kathleen A. Mahoney, Mayor

SEAL

Attest:

Celeste El Anfaoui, City Clerk

FOR THE DEVELOPER

The Keokuk Youth Soccer
Association, Inc.

By: _____
_____, Pres.

PROPOSAL

FROM: The Keokuk Youth Soccer Association, Inc. (Association)

TO: The City of Keokuk (City)

COMES NOW the Association and hereby proposes to the City, according to the terms and conditions of the Long-Term Lease with the City and the Development Agreement, both of which are incorporated herein by this reference, to develop the property described in Exhibit A as follows:

1. Clear and grade the property for proper drainage to accommodate two (2) soccer fields suitable for practice, training and amateur tournaments;
2. The soccer fields shall be constructed to meet Iowa High School Athletic Association standards, i.e.,
 - a. Each field will be 100 yards long and 55 yards wide with 10' of clearance around the entire field;
 - b. Team area will be 10' from sidelines and 20 yards wide.
3. The fields will be seeded for turf recommended for soccer.
4. Chain link fence at least 4' high will be installed along the entire west side of the property.
5. Any utilities desired will be installed at the sole expense of the Association.
6. Any equipment necessary for practice, training and tournaments will be provided by the Association at its cost.
7. All maintenance as needed and/or as directed by the City's Public Works Director will be completed in a timely manner.
8. All costs associated with this Proposal will be borne by the Association.
9. The completion of the soccer fields as set forth above and as contemplated by the Development Agreement will be completed on or before 2 years from the date of acceptance of this Proposal.

Dated this _____ day of _____, 2025.

THE KEOKUK YOUTH SOCCER ASSOCIATION, INC.

By: _____
_____, President

Accepted this _____ day of _____, 2025.

THE CITY OF KEOKUK

By: _____
Kathleen A. Mahoney, Mayor

By: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: August 7, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: Riverfront Trail Construction Agenda Item: _____

Description:

The Iowa DOT received bids for the Keokuk Riverfront Trail Project TAP-U-3942(618)--8I-56.

The lower bidder was Jones Contracting Corp. in the amount of \$1,193,777.

Staff recommends awarding the contract to Jones Contracting Corp.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-430-6710 Title: CAP PARKS & REC

Amount Budgeted: \$1,114,295

Actual Cost: \$1,193,777

Under/Over: _____

Funding Sources:

Grants, Donations

Departments:

Parks

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING CONTRACT FOR KEOKUK RIVERFRONT
TRAIL PROJECT – TAP-U-3942(618)—8I-56**

WHEREAS the Iowa Department of Transportation (IDOT) received bids for the Keokuk Riverfront Project TAP-U-3942(618)- - 8I-56; and

WHEREAS three bids were received for the project with Jones Contracting Company of West Point, IA being the low bidder with a bid amount of \$1,193,777; and

WHEREAS the public works department recommends accepting the bid and awarding a contract to Jones Contracting Corp.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a contract be awarded to Jones Contracting Corp of West Point, IA in the amount of \$1,193,777 for the Riverfront Trail Project TAP-U-3942(618)- - 8I-56.

PASSED, APPROVED, AND ADOPTED this 7th day of August 2025.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui

Bid Letting results for Keokuk TAP Project

May 20, 2025 Letting

Engineer Estimate \$1,115,637.50

Lettings May 20, 2025 / 56-3942-618

Iowa Department of Transportation

Call 102 56-3942-618

LEE

Project ID: 250520 P2

PCC SIDEWALK/TRAIL

Letting ended



Bid Files

Upgrade to save bid forms

Attachments 1 Plan holders 7 Q&A 7

Export

3 bids Updated 5/20/25, 10:40 AM
Apparent bids are subject to change at the sole discretion of IADOT

Bidder	Apparent bids	Bidder ID	DBE %	Total
JONES CONTRACTING CORP.		JO279	52.42%	\$ 1,193,777.00
BLUE TOP EXCAVATING LLC		BL346	2.09%	\$ 1,196,292.95
KEOKUK CONTRACTORS, INC.		KE280	2.00%	\$ 1,275,539.14



April 21, 2022

Cole S. O'Donnell
City Administrator
City of Keokuk
501 Main Street
Keokuk, IA 52632

Re: Keokuk Riverfront Trail, City of Keokuk
Project Number TAP-U-3942(618)--8I-56 & RT-3942(617)--9H-56;
Agreement Number 22-TAP-104

Dear Mr. O'Donnell:

Enclosed is one copy of an executed Local Public Agency (LPA) and Iowa Department of Transportation (Iowa DOT) agreement for the above referenced project.

This agreement is NOT an authorization to expend funds. Prior to incurring any costs that will be reimbursed with federal funds, authorization by the Federal Highway Administration (FHWA) must be obtained. In addition, the City of Keokuk must comply with the provisions set forth in this agreement to ensure that eligible project costs may receive federal aid reimbursement.

Thank you for your assistance. If you have questions, I can be reached by telephone at 515-239-1252 or by e-mail at Scott.Flagg@iowadot.us

Sincerely,

Scott Flagg

Scott Flagg
Systems Planning Bureau

Enclosures

IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Iowa's Transportation Alternatives Program (Iowa's TAP) Project
State Recreational Trails Program (RT)

Subrecipient: **City of Keokuk**

Subrecipient DUNS Number: **077879021**

Project Number(s): **TAP-U-3942(618)--8I-56**

RT-3942(617)--9H-56

Iowa DOT Agreement Number: **22-TAP-104**

This agreement, made as of the date of the last party's signature below, is between City of Keokuk (hereinafter referred to as Subrecipient) and the Iowa Department of Transportation, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Surface Transportation Block Grant Program (STBG), as codified in Section 133 of Title 23, United States Code (U.S.C.), which are hereinafter referred to as STBG funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

The Subrecipient has received federal funding through the Transportation Enhancements Program (TE), as described in Sections 1113 and 1122 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, which are hereinafter referred to as TE funds.

The Subrecipient has also received State Recreational Trail (SRT) funding under Iowa Code Chapter 465B and according to Iowa Administrative Code 761 Chapter 165. The application was approved by Transportation Commission Order No. TD-2022-28 on October 12, 2021, hereinafter referred to as SRT funds.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.

All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Scott Flagg, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1252. The Subrecipient's contact person shall be Cole O'Donnell, City Administrator, City of Keokuk, 501 Main St. Keokuk, IA 52632, (319)524-2050 extension 2205 .

2. The Subrecipient shall be responsible for the development and completion of the following described project:

Keokuk Riverfront Trail - Constructing an approximately 1 mile long trail that connects Victory Park and the boat ramp.

3. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the Iowa's TAP program from STBG funds. **The portion of the project costs reimbursed with STBG funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed (\$347,534) in the SEIRPC current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.** Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.
4. The Subrecipient shall receive reimbursement for costs approved as eligible by the Department from SRT funds. **The portion of total project costs reimbursed with SRT funds shall be limited to a maximum of either 75 percent of eligible costs (other than those reimbursed with other state or federal funds) or the amount approved of \$493,595, whichever is less.** Eligible project activities include only those listed in Iowa Administrative Code 761 Chapter 165.
5. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.
6. **The Subrecipient must have let the contract or have construction started within two years of October 1, 2021** If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.
7. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return

receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.

8. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
9. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
10. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
11. **The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.**
12. This agreement is not assignable without the prior written consent of the Department.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
16. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

September 2018

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

SUBRECIPIENT: City of Keokuk

By: K. Mahoney Date 4-19-22
Title: Mayor

CERTIFICATION:

I, Deleste el Anjourni, certify that I am the Clerk of the city, and that
(Name of City Clerk)

K. Mahoney, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the 7th day of April, 2022.

Signed: Deleste el Anjourni
City Clerk of Keokuk, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: Craig Markley Date 4-25, 2022
Director
Systems Planning Bureau

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Subrecipient shall be responsible for the following:

1. General Requirements.

- a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Subrecipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Subrecipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Subrecipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504 following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 2 CFR 200.501 "Audit Requirements", a non-federal entity expending \$750,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown in this agreement. If the Subrecipient will

pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

- f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Subrecipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Subrecipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, federal funds cannot be authorized.
- b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.
- c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.
- d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Federal Participation in Work Performed by Subrecipient Employees.

- a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

- b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.
- c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

- a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay to the Department the amount of federal funds reimbursed to the Subrecipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include other activities that are not intended to lead to a construction project such as planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Class of Action Process; 4.030, Environmental Data Sheet Instructions; 4.110, Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

- c. The Subrecipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Subrecipient shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150, Iowa DNR Floodplain Permits and Regulations; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.
- d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed \$100,000, the Subrecipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Subrecipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

- e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Subrecipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.
- d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per Iowa Administrative Code 761 Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at:
<http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least every six months but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete

and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.

- e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.
- b. For construction projects, the Subrecipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of federal funds shall be made only after the Department accepts the project as complete.
- d. The Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the federal government. Copies of these materials shall be furnished by the Subrecipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval

of the final closure document, the Department will notify the Subrecipient of the record retention date.

- e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

CONTRACT

5/21/2025 9:50 AM

Letting Date: May 20, 2025

Contract ID: 56-3942-618

Call Order: 102

County: LEE

Project Engineer: SHOEMAKER & HAALAND PROFESSIONAL ENG.

Cost Center: 849300

Object Code: 890

DBE Commitment: \$625,837.50

Contract Work Type: PCC SIDEWALK/TRAIL

This agreement made and entered by and between the Contracting Authority,

CITY OF KEOKUK

and Contractor,

JONES CONTRACTING CORP. (JO279)

City: WEST POINT

State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 1,193,777.00 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting Authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting Authority and Contractor have signed this instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.



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Contract Prepared by
Contracts and Specifications Bureau

Contract Project(s)

Contract ID: 56-3942-618

Call Order: 102

Letting Date: May 20, 2025

Project Number: TAP-U-3942(618)--8I-56

County: LEE

Project Work Type: PCC SIDEWALK/TRAIL

Location: In the city of Keokuk, trail along Mississippi River from Victory Park S 1.0 mi. to boat launch

Route: RIVERFRONT TRAIL

Federal Aid - Predetermined Wages are in Effect



Contract Prepared by
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Contract Time

Contract ID: 56-3942-618 Call Order: 102 Letting Date: May 20, 2025

Site ID	Site Details			Liquidated Damages
00	Late Start Date	08/04/2025	65 WORK DAYS	\$1,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit



Contract Prepared by
Contracts and Specifications Bureau

Notes

Contract ID: 56-3942-618	Call Order: 102	Letting Date: May 20, 2025
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Notes :

There are no notes for this contract.



Contract Prepared by
Contracts and Specifications Bureau

Contract Addenda

Contract ID: 56-3942-618	Call Order: 102	Letting Date: May 20, 2025
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No Addenda for this Contract.



5/21/2025 9:50 AM

Contract Prepared by
Contracts and Specifications Bureau

Contract Specifications List

Contract ID: 56-3942-618

Call Order: 102

Letting Date: May 20, 2025

Note	Description
001.2023	<p>*** STANDARD SPECIFICATIONS -- SERIES 2023 ***</p> <p>The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2023, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
005.23004.01	<p>*** REVISIONS TO GS-23004 ***</p> <p>2601.03, C, 1, b, Seed Mixture.</p> <p>Add note to Table 2601.03-1: *For 2025 construction season only, Canada wildrye (<i>Elymus canadensis</i>) may be substituted with an equal application rate of Virginia wildrye (<i>Elymus virginicus</i>).</p>
410.11	<p>*** STORM WATER POLLUTION PREVENTION PLAN ***</p> <p>A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.</p>
500.01	<p>*** WINTER WORK ***</p> <p>The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.</p>
FHWA-1273.09	<p>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS -- REVISED OCTOBER 23, 2023</p> <p>23 U.S.C. 133(i) requires application of Davis Bacon predetermined wages on certain projects on roads functionally classified as a local road or a rural minor collector. This supersedes the applicability described in FHWA-1273 Section IV.</p>
GS-23004	<p>GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION</p>



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Contract Prepared by
Contracts and Specifications Bureau

Contract Specifications List

Contract ID: 56-3942-618

Call Order: 102

Letting Date: May 20, 2025

Note	Description
IA25-81.0	<p>PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20250081 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)</p> <p>Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.</p> <p>*** Additional Requirement ***</p> <p>The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.</p>

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 56-3942-618

Call Order: 102

Letting Date: May 20, 2025

SECTION: 0001

SECTION TOTAL: \$1,193,777.00

TRAIL ITEMS

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850002 CLEARING AND GRUBBING	79.000 UNIT		75.00		5,925.00
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	1,036.000 CY		115.00		119,140.00
0030	2105-8425005 TOPSOIL, FURNISH AND SPREAD AMENDED COMPOST	507.000 CY		89.00		45,123.00
0040	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	741.000 CY		23.00		17,043.00
0050	2111-8174100 GRANULAR SUBBASE 7-INCH	7,781.000 SY		11.50		89,481.50
0060	2113-0001000 SUBGRADE STABILIZATION MATERIAL, MACADAM	778.000 SY		35.00		27,230.00
0070	2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	778.000 SY		9.00		7,002.00
0080	2121-7425010 GRANULAR SHOULDERS, TYPE A	142.000 TON		54.00		7,668.00
0090	2123-7450020 SHOULDER FINISHING, EARTH	76.900 STA		295.00		22,685.50
0100	2301-6911722 PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LUMP SUM				3,000.00
0110	2401-6750001 REMOVALS, AS PER PLAN	LUMP SUM				37,500.00

Contract Prepared by
Contracts and Specifications Bureau

Contract Schedule

Contract ID: 56-3942-618

Call Order: 102

Letting Date: May 20, 2025

SECTION: 0001

SECTION TOTAL: \$1,193,777.00

TRAIL ITEMS

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	2417-0225012 APRONS, METAL, 12 IN. DIA.	1.000 EACH	1,000.00		1,000.00	
0130	2435-0250100 INTAKE, SW-501	5.000 EACH	6,600.00		33,000.00	
0140	2435-0251100 INTAKE, SW-511	1.000 EACH	15,600.00		15,600.00	
0150	2435-0251224 INTAKE, SW-512, 24 IN.	6.000 EACH	3,900.00		23,400.00	
0160	2435-0600010 MANHOLE ADJUSTMENT, MINOR	4.000 EACH	2,250.00		9,000.00	
0170	2503-0111012 STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 12 IN.	762.000 LF	66.00		50,292.00	
0180	2503-0111015 STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 15 IN.	120.000 LF	85.00		10,200.00	
0190	2503-0111018 STORM SEWER GRAVITY MAIN, TRENCHED, HIGH DENSITY POLYETHYLENE PIPE (HDPE), 18 IN.	10.000 LF	175.00		1,750.00	
0200	2507-6800061 REVTMENT, CLASS E	10.000 TON	200.00		2,000.00	
0210	2510-6745850 REMOVAL OF PAVEMENT	2,624.000 SY	13.50		35,424.00	

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Contract Schedule

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Letting Date: May 20, 2025

SECTION: 0001

SECTION TOTAL: \$1,193,777.00

TRAIL ITEMS

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0220	2511-0302500 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	5,410.000 SY		52.40		283,484.00
0230	2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	148.000 SY		57.50		8,510.00
0240	2511-0310100 SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	46.890 STA		450.00		21,100.50
0250	2511-7526005 SIDEWALK, P.C. CONCRETE, 5 IN.	612.000 SY		60.50		37,026.00
0260	2511-7528101 DETECTABLE WARNINGS	156.000 SF		40.00		6,240.00
0270	2512-1725256 CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	911.000 LF		38.00		34,618.00
0280	2514-0000200 REMOVAL OF CURB	9.110 STA		2,400.00		21,864.00
0290	2515-2475006 DRIVEWAY, P.C. CONCRETE, 6 IN.	205.000 SY		76.00		15,580.00
0300	2516-8725000 P.C. CONCRETE RETAINING WALL TYPE B	31.000 CY		1,500.00		46,500.00
0310	2519-1002042 FENCE, CHAIN LINK, 42 IN. HEIGHT	65.000 LF		42.57		2,767.05
0320	2519-1003072 FENCE, CHAIN LINK WITH SECURITY TOP, 72 IN. HEIGHT	216.000 LF		41.09		8,875.44



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Contract Schedule

Contract ID: 56-3942-618

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Letting Date: May 20, 2025

SECTION: 0001

SECTION TOTAL: \$1,193,777.00

TRAIL ITEMS

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0330	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			16,000.00	
0340	2527-9263217 PAINTED PAVEMENT MARKINGS, DURABLE	7.500 STA	1,000.00		7,500.00	
0350	2528-8445110 TRAFFIC CONTROL	LUMP SUM			1,500.00	
0360	2529-5070110 PATCHES, FULL-DEPTH FINISH, BY AREA	15.200 SY	133.00		2,021.60	
0370	2529-5070111 PATCHES, FULL-DEPTH FINISH, BY AREA (50 FEET OR GREATER IN LENGTH)	419.900 SY	88.00		36,951.20	
0380	2529-5070120 PATCHES, FULL-DEPTH FINISH, BY COUNT	2.000 EACH	1,560.00		3,120.00	
0390	2533-4980005 MOBILIZATION	LUMP SUM			42,005.01	
0400	2552-0000300 TRENCH COMPACTION TESTING	LUMP SUM			6,500.00	
0410	2554-0212040 VALVE BOX ADJUSTMENT, MINOR	5.000 EACH	1,275.00		6,375.00	
0420	2599-9999005 (‘EACH’ ITEM) CONCRETE WASHOUT	1.000 EACH	2,000.00		2,000.00	
0430	2601-2634100 MULCHING	0.740 ACRE	3,000.00		2,220.00	



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Contract Schedule

Contract ID: 56-3942-618

Call Order: 102

Letting Date: May 20, 2025

SECTION: 0001
TRAIL ITEMS

SECTION TOTAL: \$1,193,777.00

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0440	2601-2636044 SEEDING AND FERTILIZING (URBAN)	0.740 ACRE	3,000.00		2,220.00	
0450	2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	0.740 ACRE	550.00		407.00	
0460	2601-2643300 MOBILIZATION FOR WATERING	6.000 EACH	450.00		2,700.00	
0470	2602-0000309 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	4,534.000 LF	2.00		9,068.00	
0480	2602-0000351 REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	4,534.000 LF	0.30		1,360.20	
0490	2602-0010010 MOBILIZATIONS, EROSION CONTROL	3.000 EACH	600.00		1,800.00	

Total Bid: \$1,193,777.00

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g) (4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141 (2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage

determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act);

daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WH/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the

reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the

seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more - as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification - First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300,

180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320,

180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR

APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PREDETERMINED WAGE RATE**IA25 - 81.0**

General Decision Number: IA20250081 01/03/2025

Superseded General Decision Number: IA20240081

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide (except Scott County).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number
0Publication Date
01/03/2025

SUIA2023-001 02/01/2023

BRICKLAYER (BRICKLAYER/STONE MASON)	Rates	Fringes
ZONE 1	\$ 34.00	17.62
ZONE 2	\$ 34.00	17.62
ZONE 3	\$ 34.00	17.62
ZONE 4	\$ 32.75	16.09
ZONE 5	\$ 29.65	16.09

PREDETERMINED WAGE RATE**IA25 - 81.0****CARPENTER AND PILED RIVERMEN:**

ZONE 1	31.27	15.83
ZONE 2	29.80	15.98
ZONE 3	29.68	15.98
ZONE 4	29.20	13.30
ZONE 5 **	28.15	11.70

CONCRETE FINISHER:

ZONE 1	29.55	13.10
ZONE 2	29.55	13.10
ZONE 3	29.55	13.10
ZONE 4	27.70	9.20
ZONE 5	26.65	9.20

ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)

ZONE 1, 2, AND 3	36.40	14.80
ZONE 4	35.10	13.80
ZONE 5	33.45	13.05

IRONWORKER: (SETTING OF STRUCTURAL STEEL)

ZONE 1	32.25	14.85
ZONE 2	30.16	15.30
ZONE 3	30.16	15.45
ZONE 4	28.00	14.50
ZONE 5 **	26.15	13.70

LABORER:

ZONE 1, 2, AND 3		
GROUP AA	27.20	12.01
GROUP A	24.82	12.01
GROUP B	22.97	12.01
GROUP C	19.89	12.01
ZONE 4		
GROUP AA	25.12	11.32
GROUP A	23.12	11.32
GROUP B	21.55	11.32
GROUP C	18.92	11.32
ZONE 5		
GROUP AA	25.52	9.87
GROUP A	23.52	9.87
GROUP B	20.78	9.87
GROUP C	19.93	9.87

POWER EQUIPMENT OPERATOR:

ZONE 1		
GROUP A	35.50	16.50
GROUP B	33.95	16.50
GROUP C	31.45	16.50
GROUP D	31.45	16.50

PREDETERMINED WAGE RATE**IA25 - 81.0****ZONE 2**

GROUP A	35.30	16.50
GROUP B	33.70	16.50
GROUP C	31.15	16.50
GROUP D	31.15	16.50

ZONE 3

GROUP A	32.50	28.20
GROUP B	30.70	28.20
GROUP C	29.70	28.20
GROUP D	29.70	28.20

ZONE 4

GROUP A	32.85	16.95
GROUP B	31.71	16.95
GROUP C	29.63	16.95
GROUP D	29.63	16.95

ZONE 5

GROUP A	30.87	13.25
GROUP B	29.83	13.25
GROUP C	28.10	13.25
GROUP D	27.10	13.25

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	26.26	12.59
ZONE 2	26.26	12.59
ZONE 3	26.26	12.59
ZONE 4	26.26	9.04
ZONE 5	24.50	9.04

ZONE DEFINITIONS

ZONE 1	The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.
ZONE 2	The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
ZONE 3	The Cities of Burlington (including West Burlington, Clinton, Fort Madison, Keokuk, Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).
ZONE 4	Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
ZONE 5	All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA – {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; Asbestos abatement worker}.

GROUP A – Carpenter tender on bridges and box culverts; curb machine (without a seat); CCTV* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleleman; joint sealer kettleman; laser operator; mason tender (brick/stone); powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); tunnel laborer; asbestos abatement worker} *new labor classification (CCTV: closed circuit television).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except strippers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cy); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because the National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Doc Express® Document Signing History

Contract: 56-3942-618 Document: BO 102 56-3942-618 250520 CONTRACT

Date	Signed By
06/10/2025	Jennifer Wilcox Jones Contracting Corp Digital Signature (Signed by Contractor)
06/23/2025	Kathie Mahoney City of Keokuk - Iowa Electronic Signature (Local Public Agency Views and Signs Performance Bond)
06/23/2025	Kathie Mahoney City of Keokuk - Iowa Digital Signature (Local Public Agency Signs Contract)
06/23/2025	Mary Thompson Iowa DOT Electronic Signature (Checked by Contracts and Specifications Bureau)
06/23/2025	Stacy Ryan Iowa DOT Digital Signature (Signed by Contracts and Specifications Bureau)
06/23/2025	Mary Thompson Iowa DOT Electronic Signature (Marked Completed by Contracts and Specifications Bureau)

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: LAKE COOPER Foundation

Name/Event: Bib Dam Street Festival

Coordinator: Doug Matlick

Mailing Address: 728 Franklin St. Keokuk

Daytime Phone #: 319/795-7599 Evening Phone #: Same

Email Address: Doug-matlick@yahoo.com

2. EVENT INFORMATION

Type of Event:

Street Fair

Days/Dates of Event:

Sept - 25 - 27 2025

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

Wed Sept 23 - Sunday Sept 28

Event Location:

Victory Park

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

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

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

- ☒ Temporarily park in a "No Parking" area (specify location :)
- ☒ Temporarily close a street for a block party (specify street :) *Water St.*
- ☐ Temporarily install structure in street right-of-way.
- ☐ Permanently install structure in street right-of-way.
- ☒ Use of City Park (specify park :) *Victory*
- ☐ 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 :) *on the Old Bridge 810pm - 830pm Saturday 27th*
- ☐ Other (please specify :) *Tom Bell - 319-795-9619*

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

- ☒ Street barricades
- ☐ Emergency "No Parking" Signs
- ☒ Other (please specify :) *PICNIC TABLES = All that you can spare*

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: *Sept 25-27*

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? X Yes _____ No If yes, how many? 10

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

Contact Person: Douglas Matlock

Address: 718 GRAND Ave Keokuk

Daytime Phone: 795 7549

Evening Phone: Same

7. **SECURITY**

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

What type of security will be provided?

2 Number of Off-Duty Police Officers

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.

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

9. **AGREEMENT**

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

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



Applicant/Sponsor Signature



Date

DEPARTMENT APPROVALS

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

POLICE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____ Date: _____

Recommended Conditions: _____

OTHER

Signature: _____ Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature Date Approved: _____ Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____

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



Bridge Access will be maintained for EMS

Fire Extinguishers and Sand Buckets

EMS Access

Alcohol Sales

Tent

Stage

Victory Park

Pyro Shooter Location

Pyro Safety Barrier

Safety Spotter Locations

Pyro Launch Platforms

Pyro Safety Perimeter 150'

Bridge Observation Deck

290'

Image not to scale

** See Attached Notes For Pyrotechnic Display Classifications and Safety Precautions



Image not to scale



THIS CERTIFIES THAT

THOMAS BELL

HAS SUCCESSFULLY COMPLETED DISPLAY FIREWORKS AND PROXIMATE
PYROTECHNICS TRAINING FOR PYROTECHNICIANS

AMERICAN PYROTECHNICS ASSOCIATION TRAINING

DISPLAY FIREWORKS - 6 HOURS

PROXIMATE PYROTECHNICS - 6 HOURS

4/26/2025

A handwritten signature in black ink, appearing to be "Chad A. [unclear]", written over a horizontal line.

Date

Owner/Instructor

Certificate ID: CGF14QG7YSWQYGMPF

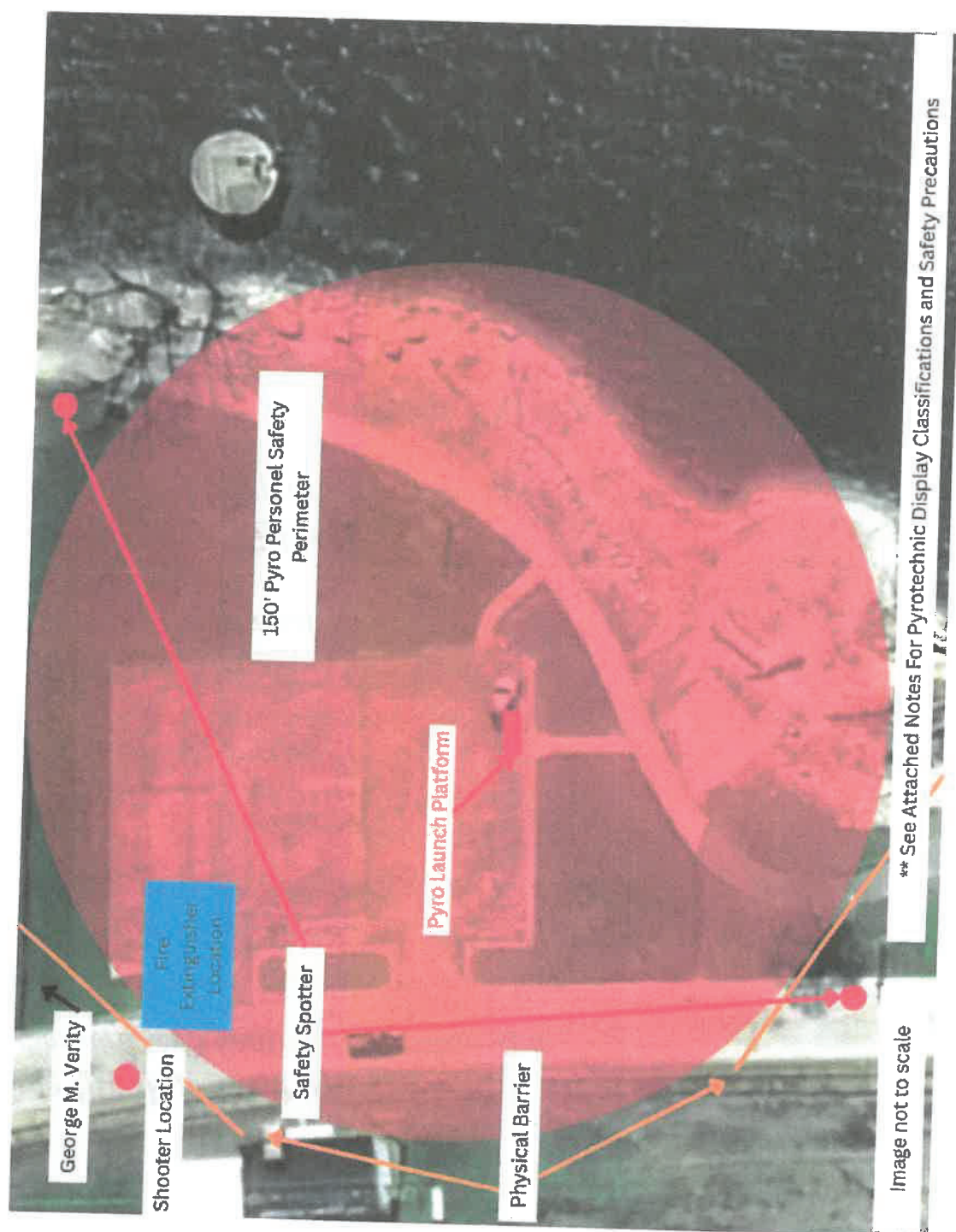


Image not to scale

** See Attached Notes For Pyrotechnic Display Classifications and Safety Precautions

Pyrotechnic Classifications:

All Pyrotechnic Material to be used are classified as 1.4G. (These are consumer grade fireworks that can be commonly purchased by the general public.) The maximum size shell to be utilized will be 1.75".

Pyrotechnic Safety Precautions:

All "Cake" type pyrotechnics will be shot from elevated wooden platforms that have been treated with a Class A flame retardant in accordance with the American Pyrotechnics Association guidelines.

All "Shell" type pyrotechnics will be shot utilizing reinforced tube racks constructed in accordance with the American Pyrotechnics Association guidelines.

All pyrotechnics will be launched from a 40' metal decked trailer.

A safety perimeter of 150' from the pyrotechnic shoot site will be maintained and monitored while any un-fired pyrotechnic material is present on the site. A minimum 125' safety perimeter is recommended as defined by the American Pyrotechnics Association guidelines based on the shell size of the pyrotechnics being used.

All perimeter safety spotters will be in constant contact with the shooter via 2-way radio.

All perimeter safety spotters will have a Class ABC dry chemical fire extinguisher at the ready. Pyrotechnics shooter will have 2 Class A water fire extinguishers at the ready as well as 20 lbs of smothering sand and a Class ABC dry chemical fire extinguisher.

After a designated safety cool down period all spent pyrotechnics will be doused with water and removed from the area for proper disposal.

Any "misfired" pyrotechnics present at the end of the show will be discharged immediately before attempting disposal.

All pyrotechnics will be fired electronically using COBRA fire control systems equipment utilizing a "dead man" safety switch.

All personnel directly or indirectly involved with the pyrotechnic display will be required to be drug and alcohol free for the duration of the time that the pyrotechnics are on location.

In the event of a fire outside of normal operating parameters the display will be immediately stopped, the fire extinguished, and an assessment made by the shooter on whether the display can continue.

In the event of hot debris falling outside the designated safety perimeter the display will be stopped and the safety perimeter expanded before the display will continue.

In the event of wind speeds exceeding 15MPH at the shoot site as observed by the National Weather Service the pyrotechnics display will be cancelled until weather conditions are more favorable or rescheduled.

Aftershow final clean up will be completed the day following the display to the satisfaction of local jurisdiction having authority's representative.

Pyrotechnics Shooter Information:

My name is Thomas Bell. I have been working with pyrotechnics for approximately 10 years. I regularly attend pyrotechnic continuing education courses that outline best practices for shooting pyrotechnic displays as well as pyrotechnic display safety practices as defined by the NFPA, American Pyrotechnics Association, as well as continued safety testing and inspections for various state and local authorities having jurisdiction. (see attached for most recent training) I am most known locally for putting on the Warsaw Freedomfest fireworks display.

Liability insurance and other documentation is available upon request.

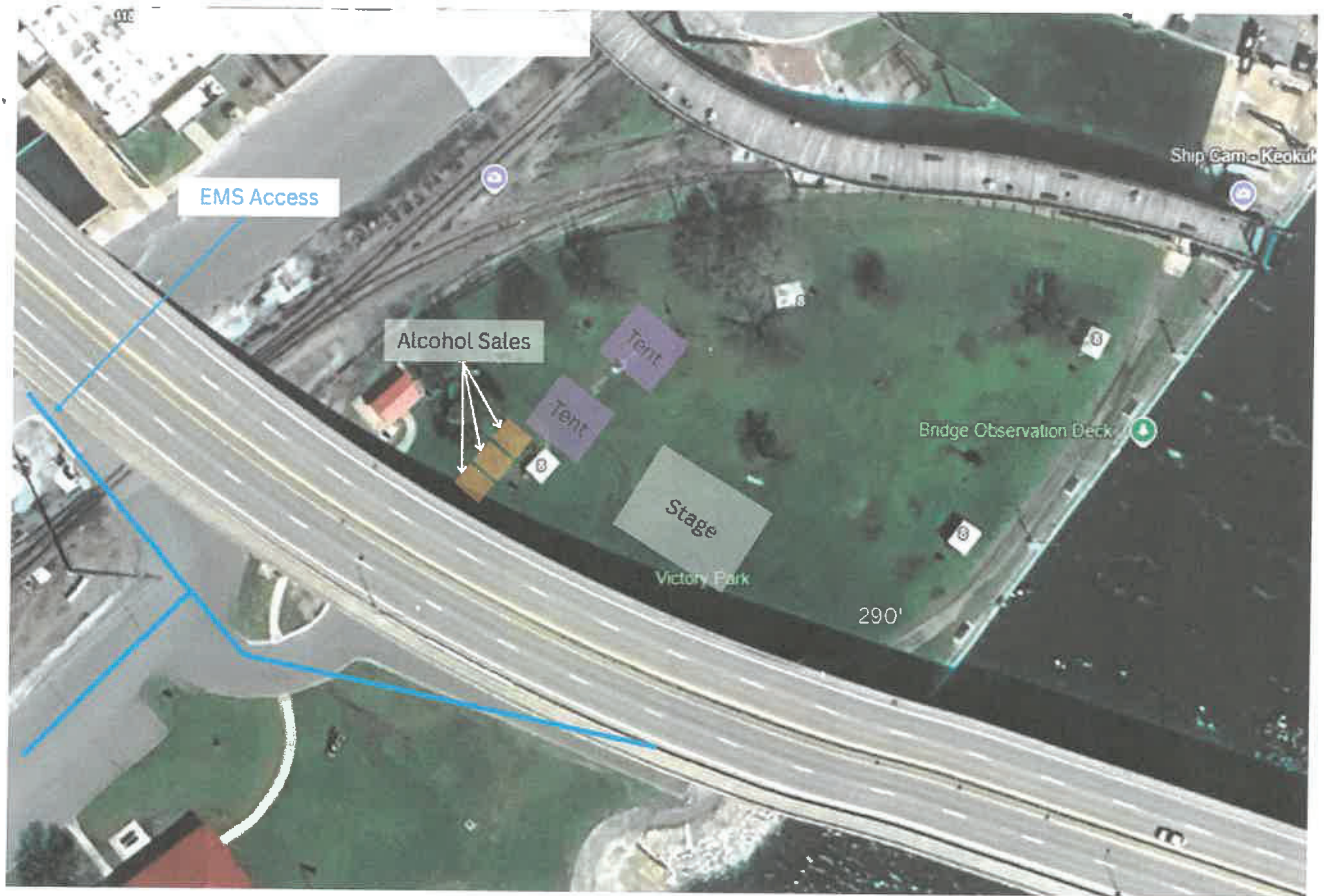


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SECTION 5: Fire-Fighting Measures

Flash Point: DEG. F: None

Flammable Limits: Non-Flammable.

LEL: Not Applicable.

UEL: Not Applicable.

Extinguishing Media: This material is not combustible. Use extinguishing media appropriate for surrounding fire.

Special Fire Fighting Procedures: None.

SECTION 6: Accidental Release Measures

Spill or Leak Procedures: Rinse affected area with water. DRI-ONE will not harm the environment.

Waste Disposal Method: Dispose as Non-Hazardous waste in accordance with local regulations.

SECTION 7: Handling and Storage

Handling: Use rubber gloves and eye shields if product causes irritation. Clean up with clear water.

DO NOT DILUTE: Ready to use flame retardant

Storage: Store in plastic containers in temperature controlled environments. Avoid direct sunlight.

DO NOT STORE BELOW 32° F - 0° C

Other Precautions:

Corrosiveness: DRI-ONE® is Non-Corrosive to metals when dry. DRI-ONE is mildly corrosive when applied wet to metals. Wash any metal surfaces exposed to DRI-ONE with a damp cloth or rinse with clean water.



SECTION 8: Exposure Controls / Personal Protection

Eye Protection: Wear to prevent probability of eye contact.

Protective Gloves: Wear if there is prolonged skin contact.

Respiratory Protection: Not required.

Work/ Hygienic Practices: Do not ingest, do not splash into eyes.

Ventilation: No special ventilation is required.

Exposure Limits OSHA PEL: Not Established.

ACGIH TLV: Not Established.

Routes of Entry

Inhalation: Yes.

Ingestion: Yes.

Skin: Yes.



Signs and Symptoms of Exposure

Skin: Not a primary skin irritant.

Eyes: Not a primary ocular irritant.

Inhalation: Negligible.

Ingestion: Material considered non-toxic. If ingested, administer eight ounces of water. Do not induce vomiting. Contact physician.

SECTION 9: Physical and Chemical Properties

BOILING POINT: DEG. F: 320 (DEC)

pH: 6.8

WATER SOLUBILITY: %: >50

VAPOR PRES: MM HG/20

VAPOR DEN: (AIR=1): N/A

SPECIFIC GRAVITY: (WATER=1): 0.95

MELTING POINT: DEG. F: 267.8

SULFAMIC ACID DERIVATIVE – 15.5%

PROPRIETARY COMPOUNDS – 16.54%

WATER AND PROPRIETARY AGENTS – 67.96%

SECTION 10: Stability and Reactivity

Stability: Stable.

Hazardous Polymerization: Will not occur.

Decomposition Products: In liquid form there may be faint odor of ammonia and oxide traces of sulfur and nitrogen.

SECTION 11: Toxicological Information

Oral: RAT LD50 = 1.6 G/KG

Skin: Repeated application of 20% or 50% aqueous solutions to rat skin did not irritate the skin.

Inhalation: No data found.

CARCINOGENICITY: This matter is not considered to be a carcinogen by the National Toxicology Program, the International Agency for Research on Cancer, or the Occupational Safety and Health Administration.

NTP: None

IARC: None

OSHA Regulated: None

Other Data: None.

SECTION 12: Ecological Information

Biodegradability: Readily degradable in the environment

Disposal: DRI-ONE® flame retardant can be disposed through municipal system

SECTION 13: Disposal Considerations

Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the product. Before using, user shall determine the suitability of the product for their intended use, and user assumes all risk and liability whatsoever in connection therewith. If product is tamper evident, do not use and contact Desert Research Institute, Inc. immediately.

SECTION 14: Transport Information

U.S Department of Transportation: Not Regulated

International Transportation: Non Regulated

Canadian Transportation of Dangerous Goods: Non Regulated

SECTION15: Regulatory Information

US Federal Regulations: This product is not known to contain "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. Safe Drinking Water Act: N/A Drug Enforcement Agency: N/A Food and Drug Administration: N/A WHMIS: Not Controlled Section 302 Extremely Hazardous Substance: NO Section 311 Hazardous Chemical: NO SARA Hazard Categories: Immediate Hazard- NO Delayed Hazard: NO Fire Hazard: NO Pressure Hazard: NO Reactivity Hazard: NO This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. U.S Minnesota - Hazardous Substance List U.S Massachusetts - Right to Know List U.S Pennsylvania - Right to Know List U.S Rhode Island - Hazardous Substance List U.S Texas - Effects Screening Levels - Short/Long Term United States & Puerto Rico Non-Domestic Substance List: No Toxic Substances Control Act inventory: Yes Canada Domestic Substance List: Yes

SECTION 16: Other Information

Prepared By: Desert Research Institute, Inc.

Creation Date: 02/20/2020

Print Date: 02/20/2022

Disclaimer:

The information herein is based upon data obtained from recognized technical sources. While the information is believed to be accurate, Desert Research Institute, Inc. makes no representation as to its accuracy or sufficiency. Conditions of use are beyond our control and therefore users are responsible to verify this data under their own operation conditions to determine whether the product is suitable for their particular purposes. Also, they assume all risks of their use, handling, and disposal of the product, or from the publication or use of, or reliance upon, information contained herein.

End of SDS



DRI-ONE® FLAME RETARDANT SAFETY DATA SHEET

SECTION 1: Identification

MANUFACTURER: DESERT RESEARCH INSTITUTE, INC.

Desert Research Institute, Inc. has been in business since 1958 manufacturing our product DRI-ONE®. DRI-ONE® is a Safe, Non-Toxic, Non-Hazardous formula for the treatment of Foam, Fabric, Wood, and Plant Based Products for the prevention of combustion and flame spread in case of fire. DRI-ONE® is an All IN ONE Class A Flame Retardant. DRI-ONE® is formulated to Protect, Penetrate and Bond to the cellular structure of absorbent materials. DRI-ONE® is clear water based, ready to use flame retardant. This product has been used in both the business and personal environments for over 60 years.

Product: DRI-ONE® Class A Flame Retardant (Non-Toxic, Non-Hazardous)

Flame Rating Classification: **Class A** A.S.T.M. E-84 and **Class 1** for NFPA 701 & C.A.C. Title 19

Flame Retardant Agency Approval

DRI-ONE® Flame Retardant meets the fabric testing standards set forth by the United States Testing Company, Inc. for the California Administrative Code, Title 19 for Class A Flame Retardant and for those set forth by the British Standard 476: Part 7: #1997 for Class One Flame Retardant, DRI-ONE® Flame Retardant also meets the standards set forth in the NFPA 701, Class A. Test results are available upon request.

DRI-ONE® has a number of uses including treatment of lumber to achieve a Class A flame spread rating as set forth in A.S.T.M. E84, also known as the Steiner Tunnel Test. This method is similar to ANSI 2.5, NFPA No. 225, UBC No. 42-1 and UL No. 723.

Applications: Spray, brush, roll, and/or submerge on absorbent materials such as foam, fabric, wood and plant based products.

Manufacture: Desert Research Institute, Inc.

428 E. Thunderbird Rd., 749, Phoenix, AZ85022

Office: (480) 964-0200

SECTION 2: Hazard(s) Identification

HAZARD RATING (NFPA 704)

HEALTH: 1

SERIOUS

FIRE: 0

REACTIVITY: 1

SPECIAL: OXY

HAZARD RATING SCALE:

0 = MINIMAL 3 =

1 = SLIGHT 4 = SEVERE

2 = MODERATE



SECTION 3: Composition / Information on Ingredients

None of the components of this product are hazardous.

SECTION 4: First-Aid Measures

In Case of Eye Contact: Immediately flush eyes with clear water. Seek medical attention if irritation persists.

In Case of Skin Irritation: Immediately wash skin with soap and water. Remove contaminated clothing. Seek medical attention if irritation persists after washing.

If Swallowed: Do not induce vomiting. Drink several glass of water. Seek medical attention if necessary.



COUNCIL ACTION FORM

Date: 8/7/2025

Presented By: Mahoney

Subject: Contract with Spark Consulting Agenda Item: 17

Description:

Authorize the Mayor to sign a contract with Rebecca Lawin Mccarley, d.b.a. Spark Consulting to assist the Historic Preservation Commission with a Planning for Preservation project. The contract agrees to pay the consultant in an amount not to exceed \$18,575. The city will act as the fiscal agent for the HPC and will be reimbursed in full by the HPC and the state CLG department. The consultant will be paid in quarterly installments, the first of which will be when the contract is signed. The contract is set to expire October 31, 2026.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☒ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

A CONTRACT FOR CONSULTING SERVICES TO ASSIST THE CITY OF KEOKUK
IN THE PREPARATION OF A PLANNING FOR PRESERVATION PROJECT

This agreement, entered into this 12th day of June 2025, by and between Keokuk Historic Preservation Commission, hereinafter referred to as the Commission and Rebecca Lawin McCarley, d.b.a. SPARK Consulting hereinafter referred to as CONTRACTOR; witnessed:

In order to accomplish the objectives of a Planning for Preservation project the COMMISSION and the CONTRACTOR for considerations and other conditions below, agree as follows:

1. The CONTRACTOR agrees to assist the COMMISSION in the performance of a Planning for Preservation project, as follows:

a. The CONTRACTOR will

- i. Develop a project research design
- ii. Communicate with project director as needed
- iii. Assist in the development and review of publicity related to the project
- iv. Develop and present two training sessions / public meetings in Keokuk
- v. Conduct a review of previous preservation/survey work completed in Keokuk
- vi. Complete basic research on the history of Keokuk to identify historic themes
- vii. Conduct a basic overview survey of the community to identify historic neighborhoods and potential survey areas
- viii. Develop a draft report for the Planning for Preservation project
- ix. Present a final public meeting on the project results in Keokuk
- x. Complete the final report for the Planning for Preservation project

as specified in the attached Contract between the COMMISSION and the Iowa Economic Development Authority through the Iowa State Historic Preservation Office, hereinafter referred to as the State Contract.

b. The COMMISSION will provide suitable people, including commission members and other interested residents of the community, hereinafter referred to as "volunteers," to:

- i. Work with the CONTRACTOR in scheduling and publicizing the public meetings and training sessions for the project
- ii. Provide local coordination and meeting spaces for the public meetings and training sessions
- iii. Assist the consultant in identifying sources on the history of Keokuk, historic buildings/neighborhoods, and historic photographs
- iv. Complete windshield survey work to create an initial list of historic resources in the community that is provided to the CONTRACTOR
- v. Complete additional research on selected properties and document them on Iowa Site Inventory forms, as desired
- vi. Review the draft report and provide comments to the CONTRACTOR
- vii. Complete photographs documenting project activities
- viii. Communicate with the state regarding any questions for the project and complete quarterly reports and any other requirements for the grant

- c. The CONTRACTOR will train the volunteers in the proper techniques for:
 - i. Completing windshield survey work
 - ii. Researching historic resources
 - iii. Completing Iowa Site Inventory forms
- d. The CONTRACTOR will also periodically review the work product produced by the volunteers to determine its quality, and the CONTRACTOR will conduct additional training of the volunteers as necessary to maintain the quality of their work product as required by the State Contract.
- e. The CONTRACTOR will prepare the following products as required by the State Contract:
 - i. Research design
 - ii. Two printed copies and an electronic copy in pdf of the draft report for the Planning for Preservation project
 - iii. Five printed/bound copies and two USB drives with an electronic copy in pdf of the final report for the Planning for Preservation project
 - iv. Historic Architectural and Archaeological Database (HADB) form
- f. The following acknowledgments will be included in all work products created as part of this project:

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior.

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

- 2. The COMMISSION will pay the CONTRACTOR an amount not to exceed \$18,575 for services and expense reimbursement under this contract. The CONTRACTOR will be paid at a rate of \$80 per hour. The number of hours spent by the CONTRACTOR in fulfilling the terms of this Contract shall be reflected on a billing submitted to the COMMISSION. The billing shall specify hours by date and project phase. The COMMISSION will also reimburse the CONTRACTOR for automobile mileage, meals, lodging, and other expenses necessary to complete the duties and responsibilities of the Contract. The rate of reimbursement for mileage will be \$.39 per mile and \$90 per diem for meals and lodging.
- 3. The terms of this agreement shall begin upon the execution of this contract by the Chief Elected Official (Mayor/Chairman of the County Board of Supervisors) and shall terminate on October 31, 2026.
- 4. The COMMISSION may terminate this agreement at any time by giving notice by certified mail to the CONTRACTOR at 1630 Park Ave SE, Cedar Rapids, Iowa, 52403. In that event, equitable adjustment shall be made for all work completed prior to termination. The

adjustment shall be based upon the number of hours as certified by the CONTRACTOR times the hourly rate, plus expenses.

5. The CONTRACTOR may terminate this agreement by giving a 21-day notice by certified mail to the Chief Elected Official (Mayor). In that event, equitable adjustment shall be made for all work completed prior to termination. The adjustment shall be based on the number of hours worked as certified by the CONTRACTOR times the specified hourly rate, plus expenses.

6. Reproduction and use of the reports and documentation produced from this agreement shall be at the discretion of the COMMISSION.

7. The CONTRACTOR'S obligation and duties under this Contract shall not be assigned without the permission of the COMMISSION.

8. In performing the functions set forth in this agreement, it is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that all work performed hereunder shall be conducted in a professional and satisfactory manner. Furthermore, the CONTRACTOR shall hold harmless the COMMISSION for any injury or damage caused by the acts or omissions of the CONTRACTOR on employees or agents and the CONTRACTOR agrees to indemnify the COMMISSION for any such injury or damages.

9. This certification is required by Section 1352, Title 31, U.S. Code. The sub-grantee certifies, to the best of his or her knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form 1963 "Disclosure Form to Report Lobbying," in accordance with instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS ____ DAY OF ____.

Rebecca Lawin McCarley
d.b.a. SPARK Consulting
CONTRACTOR

Kathie Mahoney
Mayor, City of Keokuk
CHIEF ELECTED OFFICIAL