

AGENDA
COUNCIL WORKSHOP
November 6, 2025
5:00 p.m.

1. Review of Street Finances.

AGENDA
CITY COUNCIL MEETING
November 20, 2025
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizens' Request.
6. Consent Agenda.
 - Minutes of the Regular Council meeting & Council Workshop of November 6, 2025;
 - Cash Receipts & Treasurer's Report for October 2025;
 - Appointment of Joe Mickunas to the Keokuk Rand Park Pavilion Commission, fulfill a term to expire October 22, 2026;
 - Appointment of Gibb Mann to the Keokuk Rand Park Pavilion Commission, term to expire October 22, 2028;
 - Appointment of Brian Jobe to the Keokuk Rand Park Pavilion Commission, term to expire October 22, 2030;
 - Motion to pay bills and transfers listed in Register No.'s 5507-5509;
7. (a) Now is the time and place for a public hearing to conduct a public hearing on a request to vacate and dispose of platted unimproved Streets and Alley's in Hawkeye Addition, City of Keokuk, Lee County, Iowa. A public hearing notice was published in the Daily Gate City on November 12, 2025.
8. (a) Now is the time and place for a public hearing on the proposal to enter into a Development Agreement with State Central Bank. A public hearing notice was published in the Daily Gate City on November 14, 2025.

(b) Consider resolution ratifying, confirming, and approving publication of notice of public hearing and approving and authorizing execution of a Development Agreement by and between the City of Keokuk and State Central Bank.
9. Consider resolution awarding engineering contract to Bolton & Menk for Bel Air Street Project.
10. Consider resolution approving the purchase of 18 new Disc Golf Baskets for the Disc Golf Course in Rand Park.
11. Consider resolution approving a lease agreement with United Way of the Great River Region to lease space at the Southeast Iowa Development Center.
12. Consider resolution authorizing the execution and delivery of an application for State Revolving Fund Assistance, Iowa Department of Natural Resources.
13. Consider resolution authorizing the Mayor to sign a demolition contract for a Four Family Conversion located at 727 Exchange Street.
14. Consider resolution setting a public hearing on plans, specifications, engineer's cost estimate and form of contract for asbestos removal at Elkem Site, Plat 1 and Auditor's Parcel D.
15. Review City Administrators 90-day evaluation.
16. Update from Dayne Walling with Insight on status of Hospital efforts.
17. Presentation of National Impact Award.

18. Council Liaison Reports:
19. Staff Reports:
20. New Business:
21. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
November 6, 2025
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on November 6, 2025, at 501 Main Street. Mayor Kathie Mahoney was absent, Mayor Pro-Tem Michael Greenwald called the meeting to order at 5:30 p.m. There were nine council members present, none absent. Carissa Crenshaw (via telephone), Dorothy Cackley, Devon Dade, Steve Andrews, Jeff Mullin, Dan Tillman, Tyler Walker, Roger Bryant, and Michael Greenwald were present. None absent. Staff in attendance: City Administrator James Ferneau, City Clerk Celeste El Anfaoui, Community Development Director Pam Broomhall, and Chief of Police Zeth Baum.

MAYOR'S CORRESPONDENCE: Informed the Council of upcoming area events and noted that Mayor Mahoney was absent due to being in Ames to accept an award for the Road of Honor project. Relayed Mayor Mahoney's message expressing gratitude to all individuals who ran for mayor or council positions and wishing them good luck. Additionally, read a letter from Insight outlining their future plans to open an emergency care facility in Keokuk.

CITIZENS' REQUEST: Kyle Riddle presented potential updates to the disc golf course at Rand Park. Mary Cecil, speaking on behalf of the Historic Preservation Commission, invited the public to attend an upcoming informational forum.

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

- Minutes of the Regular Council meeting of October 16, 2025;
- **RESOLUTION NO. 293-2025:** Approving a Liquor License for Dr. Get Wells, 1100 Main Street, Class C Retail Alcohol License – effective November 24, 2025;
- Resignation of Robin McKray-Davis from the Keokuk Public Library Board, effective immediately;
- Appointment of Stephanie Harrison to the Keokuk Public Library Board, fulfilling a term to expire July 1, 2030;
- Appointment of Catie Henoch to the Grand Theatre Commission, fulfilling a term to expire November 5, 2026;
- Re-appointment of Kat Blakely to the Convention & Tourism Board, term to expire December 31, 2028;
- Re-appointment of Mike Beaird to the Convention & Tourism Board, term to expire December 31, 2028;
- Motion to pay bills and transfers listed in Register No.'s 5504-5506;

Motion made by Walker, second by Dade to approve the following proposed **RESOLUTION NO. 294-2025:** "A RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR FISCAL YEAR 2024-2025. (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Tillman to approve the following proposed **RESOLUTION NO. 295-2025**: “A RESOLUTION APPROVING THE PURCHASE OF A 2026 INTERNATIONAL DUMP TRUCK FOR THE STREET DEPARTMENT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Walker to approve the following proposed **RESOLUTION NO. 296-2025**: “A RESOLUTION SETTING BID LETTING, PUBLIC HEARING AND AWARD OF CONTRACT FOR MAIN STREET & NORTH 7TH STREET TRAFFIC SIGNAL. (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Tillman to approve the following proposed **RESOLUTION NO. 297-2025**: “A RESOLUTION APPROVING FINANCIAL SUPPORT FOR GREAT RIVER HOUSING TRUST FUND FOR FISCAL YEAR 2027. (9) AYES, (0) NAYS. Motion carried.

Sara Hecox from Southeast Iowa Regional Planning provided an overview of the fund and explained the various ways in which the organization offers assistance.

Motion made by Tillman, second by Walker to approve the following proposed **RESOLUTION NO. 298-2025**: “A RESOLUTION APPROVING PROFESSIONAL SERVICE AGREEMENT WITH STANLEY CONSULTANTS. (9) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Dade to approve the following proposed **RESOLUTION NO. 299-2025**: “A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEMOLITION CONTRACT FOR TWO SINGLE-FAMILY DWELLINGS LOCATED AT 407 & 415 TIMEA STREET. (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Tillman to approve the following proposed **RESOLUTION NO. 300-2025**: “A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC HEARING ON A REQUEST TO VACATE AND DISPOSE OF PLATTED UNIMPROVED STREETS AND ALLEY’S IN HAWKEYE ADDITION, CITY OF KEOKUK, LEE COUNTY, IOWA. (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Dade to approve the following proposed **RESOLUTION NO. 301-2025**: “A RESOLUTION TO AMEND CONTRACT #24-648 REGARDING ADMINISTRATION FEES FOR KEOKUK PILOT REHABILITATION BLOCK GRANT.” (8) AYES, (1) NAY-Walker. Motion carried.

STAFF REPORTS: Baum reported on the state award presented to Officer Mason Schau and noted the recent fundraiser held at the Keokuk High School football game benefiting the Little Red Basket program.

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

**MINUTES
COUNCIL WORKSHOP
November 6, 2025
IMMEDIATELY FOLLOWING SPECIAL COUNCIL MEETING**

PRESENT: Crenshaw(via telephone), Walker, Mullin, Cackley, Dade, Andrews, Tillman, Bryant, and Greenwald (Mayor Pro -Tem); ABSENT: Mahoney.

STAFF PRESENT: Ferneau, El Anfaoui, Broomhall and Baum.

Broomhall discussed street vacation fees and reviewed the most recent fee schedule used by the City, which dated back to when Mayor Gudgel was in office. She noted that the property associated with Morris encompasses approximately 10 acres and, based on the previous rate, would incur a fee of nearly \$40,000. Broomhall requested direction from the Council on whether such matters should be handled on a case-by-case basis or by establishing a set fee.

Citizen Mike Maerz was present and expressed concerns about how the proposed vacation might affect his nearby property.

Broomhall stated she would review comparable land values to determine a fair fee and bring a recommendation to the Council for approval.

The Council also reviewed a letter submitted by Mike and Sue Maerz regarding an easement request made when they purchased their property. Public Works Director Carroll recommended denying the easement, noting that it crosses an old City landfill and would present a safety liability. Following discussion among Mr. Maerz, Broomhall, and the Council, Broomhall suggested Hickory Street might serve as a possible alternative. She will visit the site to explore options and work toward a solution that accommodates Mr. Maerz.

The meeting adjourned at 6:54 p.m.

**CASH RECEIPTS
OCTOBER 2025**

General Fund	\$	1,181,354.02
Road Use Tax	\$	110,594.78
Employee Benefit Total	\$	871,443.79
Sales Tax - Human Development Total	\$	158,084.49
Tax Increment Financing Total	\$	711,693.95
Economic Development Total	\$	2,949.14
Library Trust Total	\$	3,449.91
Debt Service Total	\$	835,364.67
Capital Improv. Project Total	\$	(149.92)
Capital Equip Purchase Total	\$	1,000.00
Capital Project Total	\$	27,786.50
Perpetual Care Total	\$	200.00
WPC Maint/Operation Total	\$	41,981.03
Municipal Bridge Total	\$	28,137.23
Internal Service Fund Total	\$	62,008.65
TOTAL	\$	4,035,898.24

TREASURER'S REPORT
CALENDAR 10/2025, FISCAL 4/2026

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	2,450,932.56	1,181,354.02	831,117.34	818.37-	2,800,350.87
002	PARK MAINT/IMPROV	145,927.06	.00	381.00	.00	145,546.06
003	POLICE ASSET FUND/FORFE	.00	.00	.00	.00	.00
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,927,362.33	110,594.78	102,627.43	5.03	1,935,334.71
112	EMPLOYEE BENEFIT	974,800.17	871,443.79	7,371.90	.00	1,838,872.06
119	EMER - TAX LEVY	211,960.22	.00	.00	.00	211,960.22
121	SALES TAX - HUMAN DEV	1,580,268.97	158,084.49	.00	.00	1,738,353.46
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	493,613.86	711,693.95	.00	.00	1,205,307.81
160	ECONOMIC DEVELOPMENT	501,372.41	2,949.14	.00	.00	504,321.55
167	LIBRARY TRUST	145,648.54	3,449.91	12,270.00	.00	136,828.45
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	97,568.85	.00	.00	.00	97,568.85
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	.00	.00	.00	.00	.00
200	DEBT SERVICE	320,177.20	835,364.67	63,781.25	.00	1,091,760.62
301	CAPITAL IMPROV PROJECTS	5,188,274.76	149.92-	294,244.97	.00	4,893,879.87
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP EQUIP PURCHASES	306,767.18-	1,000.00	19,944.50	.00	325,711.68-
304	CAPITAL PROJECT	40,963.17-	27,786.50	5,633.00	.00	18,809.67-
500	PERPETUAL CARE	518,695.29	200.00	.00	.00	518,895.29
610	WPC MAINT/OPERATION	1,384,970.31	41,981.03	190,403.27	1,276.39	1,237,824.46
611	WPC IMPR RESERVE	961,474.19	.00	98,264.50	.00	863,209.69
612	SEWER MAINT EQUIP REPL	.00	.00	.00	.00	.00
613	WAT POL CONTR CAP	185,837.94	.00	.00	.00	185,837.94
614	SEWER IMPROV RESERVE	31,570.28	.00	.00	.00	31,570.28
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	221,222.17	.00	80,162.54	.67-	141,058.96
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	1,770,017.17	28,137.23	30,605.49	551.93	1,768,100.84
810	INTERNAL SERVICE FUND	9,677.19	62,008.65	61,952.81	.00	9,733.03
Report Total		19,945,782.47	4,035,898.24	1,798,760.00	1,014.31	22,183,935.02

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 NOVEMBER 20, 2025.

REGISTER NO. 5507

BEARING HEADQUARTERS CO.	GATES WWTP	\$ 110.90
KEOKUK MUNICIPAL WATER WORKS	GARBAGE/SEWER BILLING	\$ 3,327.50
GATE CITY PUBLISHING	PUBLICATIONS	\$ 1,090.51
JIM BAIER, INC	PARTS	\$ 815.42
HARTRICK'S LUMBER	SUPPLIES	\$ 230.86
KRICHEL'S ANIMAL HOSPITAL	SERVICE ANIMAL CONTROL	\$ 18.00
RIVER CITY PARTS, INC.	PARTS	\$ 97.95
ACCESS SYSTEMS	SERVICE	\$ 12.78
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 1,498.25
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 1,453.50
TASKE FORCE, INC.	SERVICES	\$ 13,152.00
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 1,321.33
ALLIANT	SERVICES	\$ 44,826.16
THE CARDBOARD BOX	UPS CHARGES	\$ 137.11
HACH COMPANY	WPC LAB SUPPLIES	\$ 1,131.80
CENTURY LINK	SERVICES	\$ 948.31
GREAT RIVER REGIONAL WASTE	SERVICE	\$ 15,552.26
TRUCK REPAIR, INC	PARTS/LABOR FIRE DEPT.	\$ 465.17
MODJESKI & MASTERS, INC.	BRIDGE INSP. SEPT29-OCT.26,2025	\$ 1,160.00
TOM CREW	REIMB. DOOR TRIM K-9 KENNEL	\$ 30.00
DIAMOND CONSTRUCTION COMPANY	COLD PATCH ST DEPT.	\$ 2,359.15
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$ 778.00
GOODYEAR AUTO SERVICE CENTER	TIRES POLICE DEPT.	\$ 500.00
W. L. MILLER COMPANY	MILL & FILL JOHNSON STREET	\$ 48,248.00
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$ 1,125.00
HILL PRINTING	2500-10 WINDOW ENVELOPES	\$ 384.89
DEPARMMENT OF INSPECTIONS,	PERMIT#11511 KEOKUK PUBLIC LIB	\$ 175.00
R.L. HOENER COMPANY	PARTS AIRPORT	\$ 830.28
SEIRPC	EPA BROWNFIELD CLEANUP GRANT	\$ 7,702.50
RAIRDEN'S AUTO SALVAGE &	TOWING SERVICE POLICE DEPT.	\$ 100.00
YOUNGGREN SHOES	SAFTEY BOOTS CALEB MILLER WPC	\$ 120.00
KNAPHEIDE TRUCK EQ CENTER	PARTS STREET DEPT.	\$ 561.62
U.S. CELLULAR	SERVICE	\$ 580.41
MIDWEST BREATHING AIR L.L.C.	PARTS/LABOR/MILEAGE FIRE DEPT.	\$ 224.21
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$ (470.20)
DOUBLE A" GLASS L.L.C. "	2-38X82-1/4' ARCH PANELS/BRONZ	\$ 1,449.00
PETE BENSON	TOOL ALLOWANCE FY2025-2026	\$ 348.00
WISS & WISS EQUIPMENT INC.	PARTS SANITATION DEPT.	\$ 1,100.80
O'REILLY AUTOMOTIVE INC.	PARTS	\$ 3,162.42
MEDIACOM	SERVICE	\$ 221.35

REGISTER NO. 5508

LCL FARMS INC.	BIO SOLID SPREADING NOV.2025	\$ 6,500.00
GRAINGER	PARTS/SUPPLIES WWTP	\$ 289.80
MES SERVICE COMPANY, LLC	NAME & SERVING SINCE BAR KPD	\$ 28.00
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$ 69.46
LEXISNEXIS RISK DATA	SERVICE	\$ 155.77
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$ 234,443.25
ZETH BAUM	REIMB. POSTAGE FOR KPD	\$ 11.10
CARD SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 663.31
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 1,541.00
WEST CENTRAL FS INC.	BULK FUEL & SURE FLO @ AIRPORT	\$ 19,840.38
VERIZON WIRELESS	SERVICE	\$ 598.46
COMPUTER PROJECTS OF ILLINOIS,	SERVICE	\$ 198.00
BESTDRIVE PALMYRA	PARTS SANITATION	\$ 3,611.92
DARKSIDE TINT & GRAPHIX	EMBROIDERY SEWER DEPT.	\$ 18.00
STAN PEPPL	MATERIAL/LABOR LIBRARY RESTRM	\$ 347.88
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 1,852.50
KIMBALL MIDWEST	12-GREASE SEWER DEPT.	\$ 87.36
MATT BRIGGS	REIMB. CDL LICENSE 8 YEARS	\$ 64.00
CINTAS CORP	SERVICE	\$ 2,525.13
COMMERCIAL CONTRACTING	CONTRACT WORK	\$ 2,548.00
ICONNECTYOU	SERVICE	\$ 553.45
DAILY GATE CITY	SUBSCRIPTION	\$ 157.00
ARROWHEAD FORENSICS	POLICE DEPT SUPPLIES	\$ 110.69
RADIO KEOKUK	ADVERTISING OCTOBER 2025	\$ 500.00
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 9,917.56
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
AC CONTRACTING LLC	RELOCATE K-9 SHED & ROCK PAD KPD	\$ 2,440.00
IOWA ONE CALL	SERVICE	\$ 372.50
GREATAMERICA FINANCIAL SVCS.	SERVICE KPD	\$ 246.08
MCCLURE ENGINEERING CO	AIRPORT RECONST TAXIWAY LIGHT	\$ 41,167.50
DINGES FIRE COMPANY	SUPPLIES KFD	\$ 114.39
ROBERT MCDOWELL	EQUIPT.MAINT.@ AIRPORT	\$ 255.00
QUADIENT FINANCE USA, INC	POSTAGE METER REFILL	\$ 1,000.00
LIVE VOICE	SERVICE	\$ 446.43
NORRIS ASPHALT PAVING	1/2' SURFACE RUT ST.DEPT.	\$ 3,816.00
SHARED IT INC	IT SERVICES	\$ 8,851.24
MICHAEL CLARK	REIMB.CDL 2025-2033	\$ 64.00
VERTICAL COMMUNICATIONS INC.	SERVICE	\$ 150.00
NAPA AUTO PARTS	PARTS STREET DEPT.	\$ 153.38
SCOTT'S ULTRA CLEAN LLC	JANITORIAL KPD & LIBRARY	\$ 1,925.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 607.16
SchraGIS Solutions	GIS MAINTENANCE	\$ 300.00
BLACKSTONE PUBLISHING	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 43.44

REGISTER NO. 5509

W&S CONTRACTING	1016 BLONDEAU FILL, GRADE, SEED	\$ 1,850.00
ELITE LAWN AND LANDSCAPE LLC	NUICANCE MOWINGS	\$ 3,000.00
HEY BRUCE INC.	MOWING @ AIRPORT	\$ 1,342.50
JONES CONTRACTING CORP.	KEOKUK RIVERFRONT TRAIL	\$ 243,380.40
CENGAGE LEARNING INC./GALE	KEOKUK PUBLIC LIBRARY	\$ 150.68
LIFE TECHNOLOGIES CORPORATION	PARTS/SUPPLIES WWTP	\$ 265.09
BOLTON & MENK, INC.	PROFESSIONAL SERVICES	\$ 28,345.00
POINTE COMMERCIAL	SERVICE BATTERY DEODORIZER	\$ 14.90
RIVER CITY AUTO	SUPPLIES	\$ 80.00
		\$ 784,492.95



COUNCIL ACTION FORM

Date: November 4, 2025

Presented By: Broomhall

Subject: Hold public hearing for request to vacate public right of way Agenda Item: 7a

Description:

John Morris owns approximately 19 acres in Hawkeye Addition. He has requested to vacate all platted unimproved streets and alley's adjacent/in Blocks 3, 4, 5, 6 , 11,12,13,14,15,16,17,18 except for 20th Street and Hickory Street in Hawkeye Addition.

At the time of this memo the City Planning Commission has not reviewed the request. The Planning Commission will review and make a recommendation at their meeting of November 17, 2025. A report will be made during the public hearing.

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

Set public hearing

Date

November 6, 2025

Recommendation:

Hold public hearing and take action on request at the December 4, 2025 City Council meeting.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

Jonathan Christopher Morris
1727 Hilton Rd
Keokuk, IA 52632
jmorris@apexsdi.com
(319)-670-0706

10/16/2025

Keokuk City Council
City Hall
501 Main Street
Keokuk, IA 52632

Subject: Request to Vacate Undeveloped Platted Streets and Alleys on Property
Owned by Jonathan C. Morris

Dear Members of the Keokuk City Council,

I am writing to respectfully request that the City of Keokuk vacate certain platted but undeveloped streets and alleys located within and adjacent to my property described as follows:

Legal Description:

All of Lots in Blocks Three (3), Four (4), Five (5), Six (6), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18) in Hawkeye Addition to the City of Keokuk, Lee County, Iowa; Lots Nineteen (19) and Twenty (20), Block Eleven (11), in Hawkeye Addition to the City of Keokuk, Lee County, Iowa; All of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27) in Township Sixty-five (65) North, in Range Five (5) West of the Fifth Principal Meridian, lying East of the Railroad Right of Way, containing Six (6) acres, more or less, in Lee County, Iowa; and Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-six (26), Township Sixty-five (65) North, Range Five (5) West of the Fifth Principal Meridian described as commencing at the center of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Twenty-six (26); thence North with the Section line Six Hundred Sixty (660) feet; thence West Two Hundred (200) feet; thence South Six Hundred Sixty (660) feet; thence East Two Hundred (200) feet; to the point of beginning, containing Three and Three-hundredths (3.03) acres, more or less, all in Lee County, Iowa.

Parcel Numbers:

044521261020040, 044521261020050, 044521261510020, 044521272000050

Specifically, I am requesting that the City vacate:

- Spruce Street from 20th Street to 23rd Street, including the adjoining alleys
- Popular Street from 20th Street to 25th Street, including the adjoining alleys
- 20th Street through 25th Street, extending one block on either side of Poplar Street

The only streets on my property that I am not requesting to be vacated is Hickory Street from 20th to 25th and 20th Street itself.

These streets and alleys were platted many years ago but have never been developed, maintained, or used for public access. Vacating these unused rights-of-way would allow me to construct a home and make full use of my property while remaining consistent with city zoning and planning objectives.

I respectfully ask that the City Council consider approving this request for no payment beyond the necessary legal and administrative costs. There are not enough comparable street vacations of this scale to establish a clear precedent or fair price per square foot, and at the previously used rate, the cost would reach tens of thousands of dollars—an amount that would make development impossible for me.

It would be disheartening to be prevented from continuing to raise my family within the city limits due to platted streets that have never been built and, realistically, never will be. By allowing this vacation, the City would enable the construction of a new home that would add thousands of dollars in annual property tax revenue to the community.

Additionally, since 2017, I have personally invested thousands of dollars in fuel, equipment, and labor to maintain and mow this property, including the platted but unused street and alley areas. I have worked to keep this land in good condition for the benefit of the surrounding area and would like to now take the next step toward improving it further with residential development.

Thank you very much for your time and thoughtful consideration of my request. I would be happy to provide additional documentation or attend any meetings necessary to discuss this matter in more detail.

Jonathan Christopher Morris
1727 Hilton Rd
Keokuk, IA 52632
jmorris@apexsdi.com
(319)-670-0706

10/16/2025

Keokuk City Council
City Hall
501 Main Street
Keokuk, IA 52632

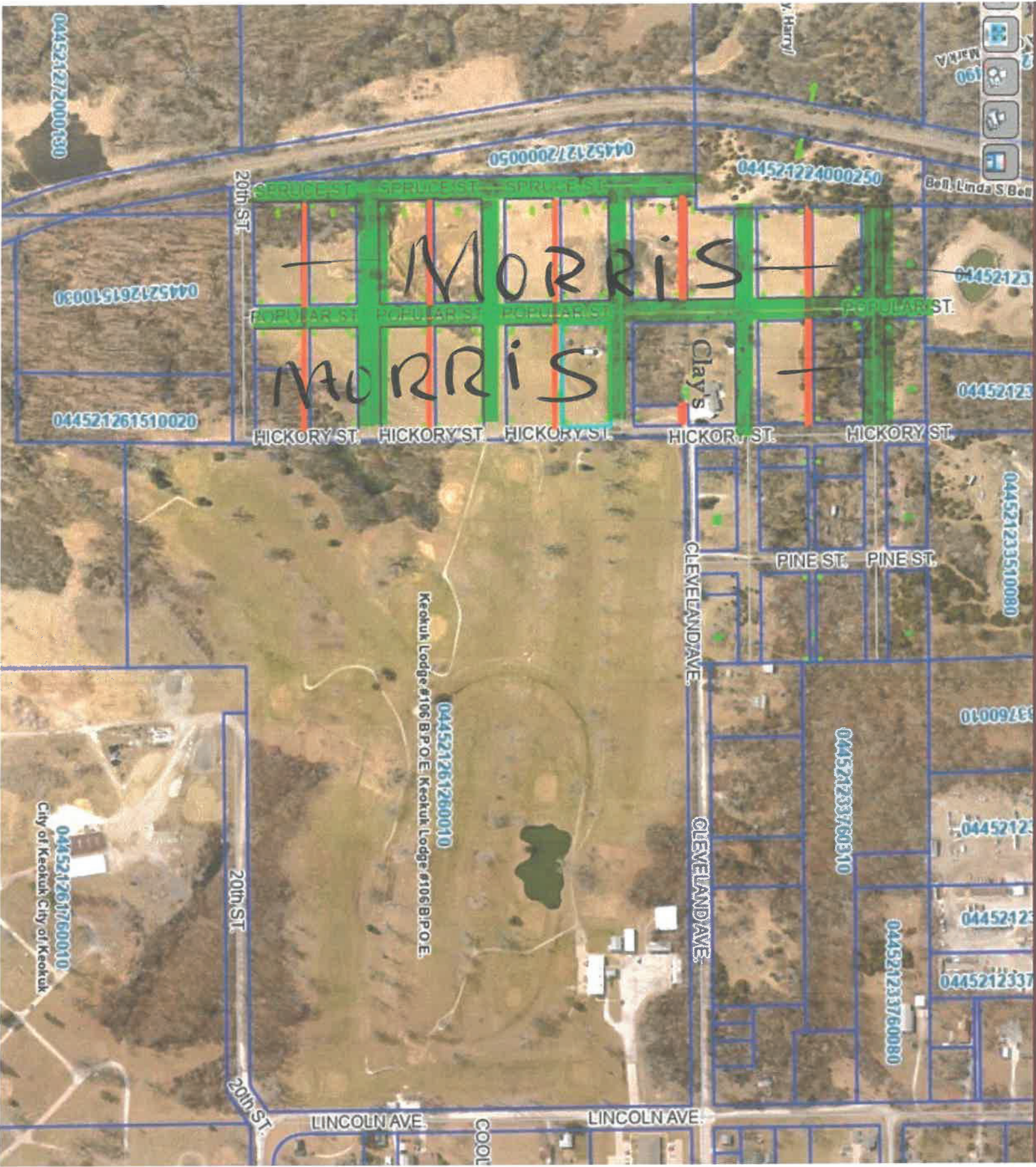
Subject: Request to Vacate Undeveloped Platted Streets and Alleys on Property
Owned by Jonathan C. Morris

Dear Members of the Keokuk City Council,

I am writing to respectfully request that the City of Keokuk vacate certain platted but undeveloped streets and alleys located within and adjacent to my property described as follows:

Legal Description:

All of Lots in Blocks Three (3), Four (4), Five (5), Six (6), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18) in Hawkeye Addition to the City of Keokuk, Lee County, Iowa; Lots Nineteen (19) and Twenty (20), Block Eleven (11), in Hawkeye Addition to the City of Keokuk, Lee County, Iowa; All of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27) in Township Sixty-five (65) North, in Range Five (5) West of the Fifth Principal Meridian, lying East of the Railroad Right of Way, containing Six (6) acres, more or less, in Lee County, Iowa; and Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-six (26), Township Sixty-five (65) North, Range Five (5) West of the Fifth Principal Meridian described as commencing at the center of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Twenty-six (26); thence North with the Section line Six Hundred Sixty (660) feet; thence West Two Hundred (200) feet; thence South Six Hundred Sixty (660) feet; thence East Two Hundred (200) feet; to the point of beginning, containing Three and Three-hundredths (3.03) acres, more or less, all in Lee County, Iowa.





COUNCIL ACTION FORM

Date: November 20, 2025

Presented By: Ferneau

Subject: Approve TIF Rebate Agreement for State Central Bank Agenda Item: 8a & b

Description:

State Central Bank completed a conversion of retail space into a bank in August 2023 and applied for a Tax Increment Financing Rebate through the Downtown Urban Renewal Plan in January 2024. The City Council approved this request in March 2024. The Downtown Plan that the request was based on expired in 2021, resulting in the need to formalize the request through a new approval process after holding a public hearing. Enclosed in your packet is the original Resolution passed by the City Council approving the Rebate request from March 2024, along with proceeding for holding a hearing now on approving the TIF Rebate request under the current Twin Rivers Urban Renewal Area, most recently amended in September 2025. The terms of the rebate request, as detailed in the development agreement included in your packet, is for a 5 year, 90% rebate of taxes on the increased valuation due to the completed project, with a not to exceed rebate amount of \$60,000 total for the 5 year period. Current estimates of the first rebate payment to be made in Fiscal Year 2027 is under \$11,000 for the then current year. Recommend approval of the resolution confirming the public hearing and the development agreement in conformity with previous City Council approval in 2024.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 125-535-6418 Title: TIF Fund - Tax expense

Amount Budgeted: _____

Actual Cost: \$11,000

Under/Over: _____

Funding Sources:

TIF Fund collections

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Recommend approval.

Recommend approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ITEMS TO INCLUDE ON AGENDA

CITY OF KEOKUK, IOWA

November 20, 2025

5:30 P.M.

- Public hearing on the proposal to enter into a Development Agreement with State Central Bank
- Resolution ratifying, confirming, and approving publication of notice of public hearing and approving and authorizing execution of a Development Agreement by and between the City of Keokuk and State Central Bank

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.**

November 20, 2025

The City Council of the City of Keokuk in the 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: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Keokuk and State Central Bank, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION RATIFYING, CONFIRMING, AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KEOKUK AND STATE CENTRAL BANK", and moved:

☐ that the Resolution be adopted.

☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2025, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

**RESOLUTION RATIFYING, CONFIRMING, AND
APPROVING PUBLICATION OF NOTICE OF PUBLIC
HEARING AND APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY
AND BETWEEN THE CITY OF KEOKUK AND STATE
CENTRAL BANK**

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. 8 to the Plan, adopted by Resolution No. 275-2025 on September 4, 2025; and

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

WHEREAS, the City has received a proposal from State Central Bank (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer; and

WHEREAS, the Developer has constructed certain Minimum Improvements, as defined in the Agreement ("Minimum Improvements") on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") consisting of the conversion of retail space into a financial institution, to include interior partition walls to accommodate office space, lobby, vault, conference room, and rest rooms, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 90% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Chapters 15, 15A and 403, Code of Iowa, authorize cities to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is

a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15, 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, City staff has caused publication to be made of a notice of the proposal to enter into the Agreement and of the time and place of this meeting at which it is proposed to take action on the authorization of the Agreement and to receive oral and/or written objections from any resident or property owner of said City to such action; and

WHEREAS, pursuant to notice published as required by law, which notice is hereby ratified by the City Council, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the form of notice of public hearing is hereby ratified, confirmed and approved.

Section 2. That the performance by the City of its obligations under the Agreement be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Act and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Iowa Code Chapters 15A and 403.

Section 3. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 20th day of November 2025.

K. A. Mahone, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LEE

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

City Clerk, City of Keokuk, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT
by and between
THE CITY OF KEOKUK, IOWA
and
STATE CENTRAL BANK

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called “Agreement”), is made on or as of _____, 2025, by and among the CITY OF KEOKUK, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2025, as amended (the “Urban Renewal Act”), and STATE CENTRAL BANK, a domestic bank having offices for the transaction of business at 514 Main Street, Keokuk, Iowa 52632 (the “Developer”). The City and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a redevelopment program in the City and, in this connection, adopted the Amended and Restated Twin Rivers Urban Renewal Plan (the “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as the Twin Rivers Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been recorded among the land records in the office of the Recorder of Lee County, Iowa; and

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (the “Development Property”); and

WHEREAS, Developer has completed Minimum Improvements to the existing building on the Development Property (“Project”); and

WHEREAS, the Minimum Improvements consisted of converting retail space into a financial institution as more particularly described in Exhibit B; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted; and

WHEREAS, for purposes of this Agreement, the Twin Rivers Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, including bonds or other obligations

issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City for projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area; and

WHEREAS, for purposes of this Agreement, Ordinance means the ordinance(s) of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Twin Rivers Urban Renewal Tax Increment Revenue Fund; and

WHEREAS, for purposes of this Agreement, Tax Increments means the property tax revenues on the portion of the taxable value above the Base Value for the redeveloped building on the Development Property after completion of the Minimum Improvements (building/improvements value only), divided and made available to the City for deposit in the Twin Rivers Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance; and

WHEREAS, for purpose of this Agreement, Base Value means the assessed value for any existing building/improvements on the Development Property prior to the completion of the Minimum Improvements, which value is One Hundred Fifty-One Thousand Five Hundred Twenty Dollars (\$151,520) based upon the 2022 building component assessed value as determined by the Lee County Assessor.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. State Central Bank is a domestic bank, duly organized and validly existing under the laws of the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms.

c. The execution and delivery of this Agreement and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

ARTICLE II. CONSTRUCTION AND OPERATION OF MINIMUM IMPROVEMENTS

Section 2.1. Construction of Minimum Improvements. Developer represents that it has caused the Minimum Improvements to be constructed on the Development Property in accordance with all local, State, and federal laws and regulations.

Section 2.2. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of race, color, religion, creed, sex, sexual orientation, gender identity, genetic information, national origin, ancestry, citizenship, political affiliation, age, disability, marital status, or status as a covered veteran. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their race, color, religion, creed, sex, sexual orientation, gender identity, genetic information, national origin, ancestry, citizenship, political affiliation, age, disability, marital status, or status as a covered veteran.

Section 2.3. Occupancy/Employment. Until at least the Termination Date as established in Section 6.8 of this Agreement, Developer will occupy the Minimum Improvements and operate a financial institution and create or retain jobs therein.

Section 2.4. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, duly authorized officers of Developer shall provide an Annual Certification to the City, the form of which is provided in Exhibit C. Developer shall submit the first annual certification by October 15, 2026 and continue submitting annual certifications on each October 15 thereafter thorough the Termination Date. Upon request, Developer shall promptly provide the City with copies of additional information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 2.5. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. In addition, Developer and its permitted successors agree that prior to the Termination Date of this Agreement:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property

or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and its Termination Date; and

c. They will not transfer or sell the Development Property or Minimum Improvements to a non-profit entity or use or allow others to use the Development Property or Minimum Improvements for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability.

Section 2.6 Assessed Value Protests. Should Developer successfully protest the assessed value of the Minimum Improvements and be reimbursed by the County for overpaid taxes for any fiscal year in which Developer has already received Economic Development Grants, the City may: (i) reduce any subsequent Grants by an amount equivalent to the portion of the prior Grants that would not have been paid if the Minimum Improvements had originally been assessed at the adjusted value; or (ii) recoup from Developer an amount equivalent to the portion of the prior Grants that would not have been paid if the Minimum Improvements had originally been assessed at the adjusted value if the set off in (i) is not available or feasible. If there is an open PAAB appeal or related proceeding or protest that is unresolved as of the Termination Date with respect to any fiscal year for which an Economic Development Grant was paid to Developer, this Section 2.6 shall survive the termination of the Agreement.

ARTICLE III. ECONOMIC DEVELOPMENT GRANTS

Section 3.1. Economic Development Grants.

a. Amount of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer under the following formula:

Grant 1: 90% of Tax Increments
Grant 2: 90% of Tax Increments
Grant 3: 90% of Tax Increments
Grant 4: 90% of Tax Increments
Grant 5: 90% of Tax Increments

b. Schedule of Grants. Subject to Developer being in compliance with the terms of this Agreement, Grants will be paid not later than June 30 each year, beginning June 30, 2027.

c. Calculation of Grants. Each annual payment (“Economic Development Grant”) shall be equal in amount to the above percentages of the Tax Increments collected by the City (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Agreement.

d. Limitation to Minimum Improvements. The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

e. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Section 3.1 shall be equal to the sum of the total amount of the applicable percentages of Tax Increments set out in Section 3.1(a), but in no event shall the aggregate amount of the Economic Development Grants exceed Sixty Thousand Dollars (\$60,000). This Agreement shall terminate, with neither party having any further obligations to the other, upon Developer’s receipt of the maximum aggregate amount of Grants set forth in this Section 3.1(e), even if Developer has not received all five scheduled Grants. It is further agreed and understood that in no event shall Developer be entitled to receive more than calculated under the formula set forth in this Section 3.1(a), even if the aggregate amount is less than the aggregate maximum amount stated herein.

Section 3.2. Conditions Precedent. Notwithstanding the provisions of Section 3.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon compliance with the terms of this Agreement by Developer through the date of payment and timely filing by Developer of the Annual Certifications required under Section 2.4 hereof and the Council's approval thereof.

Section 3.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by the Tax Increments on the Minimum Improvements deposited and held in the Twin Rivers Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance with respect to the Minimum Improvements in force during the term hereof to the extent allowed by controlling law and to apply the appropriate percentage of Tax Increments collected in respect of the Minimum Improvements to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 3.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, Tax Increment is not made available to the City, or the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 3.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. In such event, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 3.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

ARTICLE IV. INDEMNIFICATION

Section 4.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IV, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agree to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings

whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IV shall survive the termination of this Agreement.

ARTICLE V. REMEDIES

Section 5.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement; or

b. Any representation or warranty made by Developer in this Agreement, the Tax Increment Rebate Application, or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the Event of Default that is not timely cured and may recover from Developer an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article III hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer; or

c. The City may terminate this Agreement.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and is uncured, and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Conflict of Interest. Developer represents and warrants that, to their best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 6.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Developer, is addressed or delivered personally to:

State Central Bank
214 Main Street
Keokuk IA, 52632

b. In the case of the City, is addressed to or delivered personally to the City at:

City of Keokuk, Iowa
Attn: City Clerk
501 Main Street,
Keokuk, IA 52632

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 6.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 6.8. Termination Date. Unless terminated earlier under its provisions, this Agreement shall terminate and be of no further force or effect upon the 31st of December of the calendar year in which Developer receives the last available Economic Development Grant.

Section 6.9 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer have caused this Agreement to be duly executed in their names and behalf by their authorized representatives, all on or as of the day first above written.

(SEAL)

CITY OF KEOKUK, IOWA

By: _____
Kathie Mahoney, Mayor

ATTEST:

By: _____
Celeste El Anfaoui, City Clerk

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Kathie Mahoney and Celeste El Anfaoui, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Keokuk]

DEVELOPER:
STATE CENTRAL BANK

By: _____
_____, _____

STATE OF IOWA)
) SS
COUNTY OF LEE)

 This record acknowledged before me on _____, 2025 by
_____ as _____ of State Central Bank.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – State Central Bank]

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

The Northwesterly Thirty-four (34) feet Nine (9) inches of Lot Three (3), the Southeasterly and Northwesterly lines being the center line of partition walls, and the Easterly One-half (E ½) of Lot Four (4), all in Block Sixty-five (65) in the Original City of Keokuk, Lee County, Iowa.

Address: 512-514 Main Street, Keokuk, Iowa 52632

Parcel No. **044521254570100 and 04452125470090**

EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements means the conversion of retail space into a financial institution, to include interior partition walls to accommodate office space, lobby, vault, conference room, and rest rooms, constructed on the Development Property. The total cost of completion was \$668,847.

The Lee County Assessor will make the final determination as to the assessed value of the Minimum Improvements for each applicable tax year.

EXHIBIT C
DEVELOPER ANNUAL CERTIFICATION

Developer certifies that, during the time period covered by this Certification, Developer is and was in compliance with Section 2.4 as follows:

(i) All ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements first fully assessed on January 1, 20____, at a full assessment value of \$_____, and the assessed value of the Development Property and Minimum Improvements as of the date of this certification is \$_____;

(iii) Developer has continuously operated the Development Property and the redeveloped building therein as described in Section 2.3 of the Agreement during the preceding twelve (12) months.

(iv) The undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

DEVELOPER: STATE CENTRAL BANK

By: _____ Date: _____

Print Name: _____

Its: _____

STATE OF _____, COUNTY OF _____)ss:

This record acknowledged before me on _____, 2025 by
_____ as the _____ of State Central Bank.

Notary Public in and for said state

Attachments: (a) Proof of payment of taxes

4935-9552-9850-1\10787-099



COUNCIL ACTION FORM

Date: November 20, 2025

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

Subject: Bel Air Street Engineering Agreement Agenda Item: _____

Description:

The City of Keokuk recently sent out Requests For Qualifications to engineers for the Bel Air Street Reconstruction Project. We received proposals back from V&K Engineering, Shoemaker & Haaland Engineers, and Bolton & Menk Engineers.

After staff review and scoring we have selected Bolton & Menk

I would therefore recommend that the City approve the Engineering Agreement with Bolton & Menk, Inc. for the design and reconstruction of the Bel Air Street from Orleans Avenue to 17th Street Project for the amount of \$166,000

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

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

Amount Budgeted: \$2.5 Million

Actual Cost: \$166,000

Under/Over: _____

Funding Sources:

Capital Improvements

Departments:

Public Works

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDED ENGINEERING CONTRACT
TO BOLTON & MENK FOR BEL AIR STREET PROJECT**

WHEREAS the City of Keokuk recently sent out Requests for Qualifications to various engineering firms for the Bel Air Street from Orleans Avenue to North 17th Street Reconstruction Project; and

WHEREAS three firms submitted proposals and after review and scoring, Bolton & Menk of Cedar Rapids, IA was selected; and

WHEREAS Bolton & Menk have proposed to perform engineering and design for the reconstruction project in the amount of \$166,000.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract be awarded to Bolton & Menk of Cedar Rapids, IA, in the amount of \$166,000 for the engineering and design for reconstruction of Bel Air Street from Orleans Avenue to North 17th Street.

Passed this 20th day of November 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

CONTRACT SUMMARY PAGE

Term	Description	Section
"CONSULTANT"	Bolton & Menk, Inc.	Preamble
"CLIENT"	City of Keokuk	Preamble
"Project"	2026 Street Reconstruction on Bel-Air Street from Orleans Avenue to Park Lane and Park Lane from Bel-Air Street to 17th Street	Preamble
Scope of Services	Services to be performed in connection with the Project	Exhibit A
Fees	Consultant shall be compensated by a Lump Sum Fee of \$166,000	Section III.A, Schedule 1
Schedule of Fees	Hourly rates to be charged for the Project or for Additional Services	Schedule 1
Payment	Consultant shall invoice Client no more than monthly, with payments to be due within 45 days of invoice.	Section III.B
Term of Agreement	One year or a longer identified completion period	Section IV.J

ATTACHMENTS:

- Exhibit A Scope of Services
- Exhibit B Fee Attachment

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF KEOKUK and BOLTON & MENK, INC.

This Agreement, made this 20th day of November, 2025, by and between the City of Keokuk, 501 Main Street, Keokuk, Iowa 52632, ("CLIENT"), and BOLTON & MENK, INC., 401 1st Street SE, Suite 201, Cedar Rapids, Iowa 52401, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with the 2026 Street Reconstruction on Bel-Air Street from Orleans Avenue to Park Lane and Park Lane from Bel-Air Street to 17th Street ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street

Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT a Lump Sum (Fee) of \$166,000. for performance of the Services. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in addition to the Lump Sum Fee on an hourly basis at the rates described on the Schedule of Fees attached hereto as Schedule 1.
1. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
2. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
3. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
4. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.

3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE. In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.
2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved

in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. Notwithstanding any other provision of this Agreement, except where due solely to CONSULTANT'S negligence, the CLIENT shall to the fullest extent permitted by law hold CONSULTANT harmless from any and all liability, loss, damage, or expense, including attorney's fees resulting from claims, demands, costs, or judgments arising out of CONSULTANT'S performance relating to this Agreement or the Project. In no event shall CONSULTANT'S liability exceed the amount which is paid to CONSULTANT for its services.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that

the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

1. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. **CONFIDENTIALITY.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. **PERIOD OF AGREEMENT.** This Agreement will remain in effect for the longer of a period of one (1) year or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. **TERMINATION.** This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.

A handwritten signature in dark ink, appearing to read 'Adrian Holmes', is written over a horizontal line.

Adrian Holmes, P.E.

Principal Engineer

EXHIBIT A – SCOPE ATTACHMENT

This agreement includes a preliminary engineering study to determine project elements including roadway typical section and possible storm sewer extension on Bel-Air Street and budget level construction cost estimate; topographic survey of project area; development of design, plans, and specifications for full depth reconstruction of the roadway surfacing, replacement of existing storm intake tops, new sanitary sewer on Bel-Air Street, and limited construction phase engineering services as outlined below for the project area along Bel-Air Street from Orleans Avenue to Park Lane and Park Lane from Bel-Air Street to 17th Street. It is understood the project will be bid as a single construction project with construction beginning in 2026. Schedule for performance of services will be as follows or as modified by mutual agreement:

- Project Kickoff: November 2025
- Design: December 2025-March 2026
- Construction Bid Letting: April 2026
- Construction Start: May 2026

The Project includes the following elements:

1. Complete reconstruction of the Bel-Air Street from Orleans Avenue to Park Lane and Park Lane from Bel-Air Street to 17th Street pavement
2. Reconstruction of sanitary sewer on Bel-Air Street
3. Reconstruction of driveways as necessary to facilitate roadway improvements

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

1. Contract management
2. Topographic survey and mapping, identification of approximate right of way location, and preparation of right of entry agreements for all adjacent properties
3. Street pavement reconstruction design
4. Identification of storm sewer replacement needs and study of possible storm sewer extension on Bel-Air Street
5. Design of storm sewer replacement intakes where existing storm sewer intakes are located
6. Assistance with construction bid letting
7. Limited construction phase engineering services

TASK A – CONTRACT MANAGEMENT

1.0 Project Administration

1.1 Project Review Meetings

The Consultant shall meet with the City or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules,

develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The consultant shall keep documentation of all communications.

The following meetings are included with the scope of work:

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

2.1 Property Owner Coordination

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

2.3 Utility Coordination

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

TASK B – SURVEY AND MAPPING

1.0 Design Surveys

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

1.1 Control Surveys

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

1.2 Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Topographic surveys are anticipated to require detailed elevation information for proper construction

installation, including, but not limited to:

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

1.3 Utility Surveys

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

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

1.4 Subsurface Utility Investigation

No subsurface utility investigation will be conducted for this project.

1.5 Right-of-Way Surveys, Plats and Exhibits

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

TASK C – FUNCTIONAL DESIGN

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

1. Determine typical roadway cross section and geometric characteristics
2. Identify potential surface and parkway drainage concerns
3. Utility structure deficiencies or impacts

4. Functional construction staging concept
5. Opinion of probable construction costs

TASK D – PLAN DESIGN DEVELOPMENT

1.0 Design Sheet Criteria

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

2.0 Preliminary Plans

2.1 Preliminary Plan Preparation

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

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

1. Typical Sections
2. Existing ROW from County GIS
3. Grading limits
4. Roadway Centerline Profile
5. Cross-sections
6. Storm sewer intake replacement
7. Existing utilities
8. Details
9. Traffic control plan
10. Erosion control plan
11. Staging plan

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

2.3 Preparation of Special Provisions

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

2.4 Preliminary Opinion of Probable Construction Cost

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

2.5 Quality Control - Plan Set

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

2.6 Field Exam

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

2.8 Deliverables

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

3.0 Check Plans

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

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

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

13. Mainline cross sections

3.1 Incorporate Comments from the Preliminary Plan Review

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

3.2 Check Plan Preparation

The Consultant will prepare check plans for the project. This item consists of the design and drafting of miscellaneous details not included in the other items.

3.4 Update of Special Provisions

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

3.5 Opinion of Probable Construction Cost

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

3.6 Quality Control Review

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

3.7 Deliverables

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

4.0 Print Documents / Final Plans

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

4.1 Incorporate Comments from Final Plan / Check Plan Review

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

4.2 Opinion of Probable Construction Cost

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

4.4 Permitting

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

TASK E - Letting Services

1.0 Letting Services

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

1.1 Deliverables

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

1.2 Plan Clarification and Addenda

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

TASK F – Construction Phase

1.0 Construction Phase

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

1.1 Pre-Construction Meeting

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

1.2 Contractor Submittal Review

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

1.3 Plan Interpretation during Construction

The Consultant will be available to discuss the project design with the City's project manager and the Contractor during the construction phase, at the City's request. Inquiries during the construction period relating to design Standard of Care items will be addressed by the Consultant under this contract at the

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

1.4 Site Visits

The Consultant shall perform up to four (2) site visits during the project to review construction progress and general conformance to the plans and specifications. Site visits shall be initiated by the City for specific construction related items.

ADDITIONAL SERVICES

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

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



COUNCIL ACTION FORM

Date: November 20, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: Purchase New Disc Golf Baskets Agenda Item: _____

Description:

The Park & Recreation Advisory Board voted at their regular meeting on November 4, 2025 to purchase 18 new disc golf baskets to be placed in Rand Park. The current baskets are around 15 to 20 years old.

This purchase will be funded through the park & recreation discretionary funds.

It is therefore recommended the the council approve the purchase of the new disc golf baskets for Rand Park in the amount of \$8,835 from INNOVA Disc Golf

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-430-6497 Title: SER/REC PROGRAMS-PARKS & REC

Amount Budgeted: \$25,000

Actual Cost: \$8,835

Under/Over: _____

Funding Sources:

Departments:

Parks

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

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 APPROVING THE PURCHASE OF 18 NEW DISC GOLF BASKETS FOR THE DISC GOLF COURSE IN RAND PARK

WHEREAS the Park & Recreation Advisory Board voted at their regular meeting on November 4, 2025, to purchase 18 new baskets for the disc golf course at Rand Park; and

WHEREAS the current baskets are 15-20 years old; and

WHEREAS the baskets will be purchased from INNOVA for a total amount of \$8,835.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the purchase of 18 new disc golf baskets for the Rand Park Disc Golf Course in the amount of \$8,835 is hereby approved.

Passed this 20th day of November 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui



DISCATCHER®

PRO DISC GOLF BASKET

Your Course Deserves the Best

Powder coated steel basket top for visibility and protection from the elements

Park-grade outdoor construction – Galvanized steel, galvanized chains, powder coated steel target top, and stainless steel hardware

Powder coated basket top available in seven bold colors - improves visibility in all conditions

28 chains configured in three tiers for superior catching action

Catches fast and slow putts - large sweet spot

14 spoke catching basket design eliminates squeeze throughs (PDGA requirement)

Deep basket with in line nubs (wire bends) to minimize adverse action for low putts

Anti theft measures include locking collar, one way screws, and databased serial numbers

Includes installation sleeve, locking collar, stainless steel hardware, and vinyl hole numbers

PDGA approved for championship level play

Available in yellow, red, white, blue, pink, orange, green and also in custom colors to your specs

Four inch high band is ideal for reading distance with rangefinders

The "EXTRAS" are Included!

- ★ Installation Tubes, Locking Collars, Hole Numbers, and Next Tee Signs
- ★ Disc Golf Attention Signs
- ★ 20 Year Warranty

Seven DISCatcher top colors



DISCatcher Pro Tech Specs

Part	Specifications
Basket Top	Powder coated steel
Chains	28 strands, galvanized
Catching Basket	3/8" rod, hot-dip galvanized
Pole	74" galvanized, 1/8" walls
Locking Collar	Hot-dip galvanized
Installation Tube	24" long, hot dip galvanized

Pricing

Individual DISCatcher Pricing

Permanent Install	\$500.00
Portable Target	\$500.00
Course Sales	\$375.00

Options to consider:

Custom Color	+ \$80
Extra Installation Tube	\$25
Flag assembly (ea)	\$30
Basic Tee Sign (ea)	\$50
Tee Sign w/hole map (ea)	\$100
Tee marker set (pair)	\$30
Attention Sign	\$25
Rules Sign (Basic)	\$50
Rules Sign (Deluxe)	\$125



Official Target
of the United
States Disc Golf
Championship



Prices effective June 21, 2023



Innova Disc Golf
2850 Commerce Dr.
Rock Hill, SC 29730
800-476-3968

Target Quote

PREPARED FOR

Kyle Riddle

PREPARED DATE

9-22-2025

EXP. DATE

12-22-2025

ITEM	QTY	PRICE	TOTAL
Discatcher Pro28 (Custom Color)	18	\$450	\$8100
Sales Tax*			*
Freight**			\$735

Total: \$8835

*Sales tax may be collected on the invoice if sales tax exemption has not been provided.

**Freight rates are subject to change due to market fluctuations and fuel prices

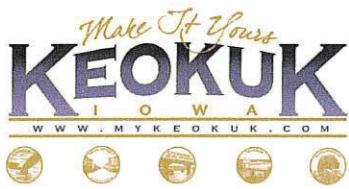
Additional course equipment options to consider

- | | |
|-----------------------------------|-----------------|
| • Additional installation sleeves | \$25 per sleeve |
| • Flag sets for target tops | \$20 per flag |
| • Basic tee signs – 9"x12" Dibond | \$50 per sign |
| • Tee marker set | \$30 per set |
| • Course design services | Ask for price! |

Please feel free to give me a call toll free at 800-476-3968 if you have any questions.

Take care,

Josh Day
Innova Disc Golf



COUNCIL ACTION FORM

Date: November 20, 2025 *BC*

Presented By: Brian Carroll, PWD

Subject: SEIDC Lease - United Way Agenda Item: _____

Description:

United Way of the Great River Region has requested a lease with the City for the Southeast Iowa Development Center. The new lease will be for a term of 4 months beginning January 5, 2026 and ending at midnight on April 30, 2026. The United Way will pay \$525 per month for a total lease amount of \$2,100. The lease area consist of Suite 214.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Recommend that a new lease agreement with The United Way of the Great River Region be approved.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH
UNITED WAY OF THE GREAT RIVER REGION TO LEASE SPACE AT
SOUTHEAST IOWA DEVELOPMENT CENTER**

WHEREAS United Way of the Great River Region has requested to lease space in the Southeast Iowa Development Center; and

WHEREAS the lease will be a term of four (4) months beginning January 5, 2026, and ending at midnight on April 30, 2026; and

WHEREAS United Way of the Great River Region will pay \$525 per month for a total lease amount of \$2,100.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a lease agreement be entered into with United Way of the Great River Region, for four (4) months at \$525 per month for a total of \$2,100.

Passed this 20th day of November 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

LEASE DOCUMENT FOR THE SOUTHEAST IOWA DEVELOPMENT CENTER

This LEASE made and entered into this 3 day of November, 2026, by and between the City of Keokuk, Iowa, a municipal corporation, and political subdivision of the State of Iowa, (hereinafter "LESSOR"), and **United Way of the Great Rive Region** (hereinafter "LESSEE"). LESSOR and LESSEE are jointly referred to as the "Parties".

WITNESSETH

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

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

1. **PREMISES:** LESSOR leases the Premises to LESSEE, and LESSEE leases the Premises from LESSOR. The Premises that are the subject of this lease are described in Exhibit A to this lease, which is hereby incorporated into this agreement by reference.
2. **TERM:** The term for this lease shall be a period of four (4) months, commencing on **January 5, 2026, and ending at midnight on April 30, 2026.**
 - 2.1. **Early Termination.** Notwithstanding any other provisions of this Agreement, it is agreed between the Parties, that either party shall have the option of terminating this lease upon giving the other party ninety (90) day notice in writing.
3. **RENT:** LESSEE agrees to pay market rate rent as agreed upon by Parties. Rent and other charges, including late charges, relating to this lease are described in Exhibit B to this lease, which is hereby incorporated into this agreement by reference.
4. **POSSESSION:** LESSEE shall be entitled to possession on the first day of the term of this lease and shall yield possession to LESSOR at the time and date of the close of the lease term. LESSEE has inspected and knows the condition of the Premises and accepts the same in their present condition. LESSEE acknowledges that LESSOR has made no warranties or representations concerning the Premises and accepts the condition of the Premises in "as is" condition for the term of the lease. LESSEE shall receive an electronic key to enter the building, and a physical key to enter the Premises.
5. **USE OF PROPERTY**

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

Office Space for Tax Preparation

- 5.2. LESSEE shall not, commit or allow any waste, nuisance, or other such act or omission to occur on the Property and shall not do any act or allow on the Property any condition which may create unreasonable noise, interference, or disruption for those occupying surrounding properties, including without limitation any other tenants or occupants in the building or on the Property. LESSEE shall advise LESSOR in writing of any change in LESSEE'S use of the Premises.
- 5.3. LESSEE shall fully comply with all federal, state and local laws and regulations applicable to air emissions, water pollution, hazardous waste, hazardous materials, toxic materials, and underground storage tanks. LESSEE shall secure all permits, licenses, and approvals necessary for its operations and shall remain in compliance with such permits. LESSEE shall notify LESSOR within two (2) days if LESSEE learns of any allegation that LESSEE'S operations are in violation of any requirement of any permit or any requirement to have a permit.

6. MODIFICATION OF PROPERTY:

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

premises are performed in accordance with applicable law (including, but not limited to, the Americans with Disabilities Act), utilizing the appropriate permits and governmental approvals, and done in a good and workmanlike manner. LESSEE shall keep the premises and the property free and clear of all liens in any way related to work performed, materials furnished, or obligations incurred by LESSEE.

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

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

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

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

8.1. LESSEE shall have the obligation of maintaining all portions of the leased Premises which LESSOR is not specifically obligated to maintain under the above section. LESSEE shall maintain and keep in good working order all equipment, fixtures, and systems in leased Premises, and shall perform routine repair and maintenance on the same. In addition, and without limitation, LESSEE shall protect water pipes, heating and air conditioning equipment, plumbing, fixtures, appliances, and sprinkler systems from becoming frozen in

leased Premises.

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

9. UTILITIES AND SERVICES:

- 9.1. General purpose water, electric, gas, sewer, trash removal, maintenance, sidewalk maintenance including snow removal and general care of hallways and public areas will be provided by LESSOR. Should LESSEE's operations result in excessive and inordinate utility consumption as determined in the sole discretion of the LESSOR, the LESSOR reserves the right to charge a reasonable fee for such consumption.
- 9.2. LESSOR shall provide central heat and air conditioning to Premises at a level of normal comfort and water in the restrooms. Tenant shall be responsible for special heating or water requirements within the Premises.
- 9.3. LESSOR shall provide fiber internet services and public access WIFI. Should LESSEE's data usage result in excessive and inordinate consumption as determined in the sole discretion of the LESSOR, the LESSOR reserves the right to charge a reasonable fee for such consumption.
- 9.4. LESSEE is responsible for telephone.
- 9.5. LESSEE will have equal access to the mailbox, a designated break room, designated restrooms, and parking at no additional charge.
- 9.6. LESSEE must reserve common meeting spaces with the property manager and submit Building Usage Agreement prior to use.
10. **TAXES:** State, city, and county real estate taxes for the Premises during the calendar year are included in market rate rent. Rent may adjust annually to account for annual adjustments based on taxes. Adjustments will commence the month tax notices are received.
11. **PUBLIC REQUIREMENTS:** LESSEE shall comply with all laws, orders, regulations, ordinances, and other public requirements at any time affecting the Premises or the use of the Premises.
12. **LICENSING AND FEES:** LESSEE shall obtain all necessary licensing and registrations for the use and operation of the Premises and shall pay when due all license and registration fees.
13. **INSURANCE:** LESSOR and LESSEE shall each be responsible to protect its respective property interests. The following provisions shall apply:
- 13.1. LESSOR shall obtain "All Risk" Property Insurance on the Property, including fixtures and

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

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

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

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

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

14. **LIENS AND ENCUMBRANCES:** This Lease shall be subject and subordinate to any present or future mortgages, deeds of trust, and other liens or encumbrances executed or consented to by LESSOR, which do not materially adversely affect LESSEE'S use of the Premises. The holder of any such mortgage, deed of trust, lien or encumbrance may notify LESSEE in writing of its interest, and in such event, LESSEE shall send copies of all notices or communications regarding this Lease to the holder of the mortgage, deed of trust, lien, or encumbrance. Such holder shall be entitled to take any action or exercise any rights reserved to LESSOR under this Lease. LESSEE shall, within ten (10) days after receipt of a request therefor, execute and deliver to LESSOR and the holder of such a mortgage, deed of trust, lien or other encumbrance, an estoppel certificate and/or agreement evidencing the subordination of this Lease as described above, which estoppel certificate and/or agreement shall be in form satisfactory to LESSOR and such

holder.

- 14.1. LESSEE shall not encumber or permit the encumbrance of the PREMISES or this leasehold estate by any mortgage, deed of trust, assignment, security interest, lien or other charge, without LESSOR'S prior written consent, which consent shall not be unreasonably withheld.
- 14.2. This Lease does not require LESSEE to improve the PREMISES or construct any improvements or additions on the PREMISES. Any improvements or additions to the PREMISES which LESSEE might make, or permit are for the sole use of LESSEE and will not benefit LESSOR'S reversion. LESSEE is not, and shall not be deemed to be, the agent of LESSOR in contracting or arranging for any improvements to the PREMISES or any construction on the PREMISES. Additional provisions relating to alterations and improvements are contained in Section 7 of this Lease.
- 14.3. LESSEE shall promptly pay all bills for labor done or material or equipment supplied for any construction or repair work done on the PREMISES. Failure to promptly pay any such bills shall be a default under this Lease. LESSEE shall defend and indemnify LESSOR from all liability, damages or expense resulting from any mechanic's lien claims affecting the PREMISES.
15. **HAZARDOUS WASTE:** As used herein, the term "**Hazardous Substances**" shall mean urea formaldehyde, polychlorinated biphenyls, asbestos, asbestos- containing materials, radioactive materials or wastes, petroleum products, or any other waste material or other substance which would subject the LESSOR as owner of the Property to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "**Environmental Regulations**" as used herein means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials.
 - 15.1. LESSEE shall not allow on the Property any leakage, spillage or release of any hazardous substance, hazardous waste, petroleum, or toxic material as those terms are defined by federal or state law or regulation. If such a release should occur, LESSEE shall notify LESSOR of such fact within two (2) days. Furthermore, in such event, LESSEE shall promptly remove and clean up any such leakage, spillage, or release, at its own cost, and LESSEE shall accomplish such removal and clean-up in strict compliance with all applicable laws, codes and regulations. LESSEE shall notify LESSOR within two (2) days if LESSEE receives notice of intent to sue, notice of violation, citation, warning, or similar notification arising out of operations on the Property. LESSEE shall notify LESSOR within two (2) days if LESSEE learns of any federal, state, or local agency investigation or inquiry concerning the Property or LESSEE'S operations.
 - 15.2. LESSEE shall not use all or any part of the Property for the purpose of refining, producing, storing, handling, transferring, processing, or transporting any pollutants or contaminants or

any Hazardous Substances or petroleum products in any manner which would result in a release or threatened release which could require response under applicable Environmental Regulations, nor shall LESSEE permit or suffer any other party to use all or any part of the Property for any purpose forbidden herein.

16. **INDEMNITY:** LESSEE shall indemnify, defend, and hold harmless LESSOR from and against any and all damage, expense, claim, liability or loss, including reasonable attorneys' fees, arising out of or in any way connected to any condition, occurrence or event occurring on the Property or arising out of any use of the Property during the term of this Lease. This duty to indemnify and defend shall include but shall not be limited to damages, costs, liability, loss, and expense including professional consultant, engineering or attorneys' fees incurred in responding to federal, state, or local laws, strict liability, or common law.
17. **DAMAGE BY CASUALTY:** If a substantial part of the Premises is so damaged by fire or other casualty that the Premises are totally untenable, LESSOR may at its sole option terminate this Lease. If the Lease is so cancelled, rent shall be paid only to the date of cancellation and LESSEE shall promptly surrender the Premises to LESSOR.
 - 17.1. If LESSOR does not elect to terminate this Lease in case of a total inability to occupy the Premises, this Lease shall continue in full force and effect and LESSOR shall restore the Premises to at least their previous condition within a reasonable time. For that purpose, LESSOR and its agents and contractors may enter the Premises. Rent shall abate during the period of inability to occupy the Premises, unless the inability to occupy the Premises is the fault, either by willful action or negligence, of the LESSEE, in which case Rent will continue to be owed.
 - 17.2. If the Premises are so damaged by fire or other casualty that ability to occupy the premises is only partially disturbed, LESSOR shall restore the same to at least their previous condition within a reasonable time. For that purpose, LESSOR and its agents may enter the Premises, and rent shall abate in proportion and in duration equal to the partial Premises unable to occupy. No claims shall be made by or allowed to LESSEE by reason of any inconvenience or annoyance arising from the repair work
 - 17.3. In the event the Premises suffer any casualty damage, LESSEE shall within ten (10) days remove any debris or rubbish, remove its personal property from the damaged Premises, and clean the damaged Premises to facilitate repair or restoring operations.
18. **ASSIGNMENT OR SUBLEASE:** LESSEE shall not assign this Lease, sublease the Premises, or allow anyone else to use or occupy any part of the Premises, without LESSOR'S prior written consent, which consent shall not unreasonably be withheld. LESSOR may assign this Lease to any subsequent purchaser of the Premises, and upon such assignment shall be released from all rights and obligations under this Lease.
19. **INSPECTION:** LESSEE shall allow LESSOR to enter the leased Premises at reasonable times,

and with reasonable notice considering the circumstances, for the purposes of inspection, repairs, or improvements, to exercise safety or security measures, or to show the premises to prospective Lessees.

20. **LESSEE'S PERSONALITY:** LESSOR shall not be liable for any loss or damage to any of LESSEE'S merchandise, personality, or other property on or about the Property, or for any lost profits of or consequential damage to LESSEE, regardless of the cause of the loss or damage. LESSEE shall be responsible for any taxes or assessments made against LESSEE'S personal property and shall defend and indemnify LESSOR against the same.

21. **DEFAULT BY LESSOR:** LESSEE shall give LESSOR written notice of any default by LESSOR. If (a) the default is not cured within thirty (30) days after LESSOR receives the written notice, or (b) LESSOR does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then LESSEE at its election may declare this Lease terminated after an additional period of thirty (30) days. If this Lease is rightfully terminated in accordance with this section, rent shall be paid only to the end of the second thirty (30) day period.

22. **DEFAULT BY LESSEE:** The following provisions shall govern default by the LESSEE:

22.1. LESSEE will be in default under this Lease upon the happening of any one or more of the following events:

22.1.1. Failure of LESSEE to make any rent payment when due or fully and timely perform any obligation contained in this Lease.

22.1.2. Any warranty, representation or statement made or furnished to LESSOR by or on behalf of LESSEE for the purpose of inducing the execution of this Lease or any other agreement between the parties proves to have been false in any material respect when made or furnished.

22.1.3. LESSEE is dissolved or its existence terminated; LESSEE becomes insolvent, its business fails, or a receiver is appointed for any of LESSEE'S property; LESSEE is generally not paying its debts as they become due; or LESSEE makes an assignment for the benefit of its creditors or is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding.

22.2. Any of the occurrences set forth in Section 23.1.3. of this Lease above occurs with respect to any guarantor or surety of LESSEE'S obligations.

22.3. LESSEE abandons the Premises, or the Premises or LESSEE'S leasehold interest in the Premises are attached or taken under any court order or writ of execution.

22.4. If LESSEE defaults, LESSOR may enforce its rights by an action for rent and possession, unlawful detainer, or other legal remedy. LESSEE agrees that, notwithstanding LESSOR'S possession of the Premises, LESSEE shall remain liable for and shall pay LESSOR an

amount equal to the entire rent payable to the end of the then-applicable term of this Lease. This amount may either (a) be accelerated and become payable at once, or (b) become due and be payable monthly, at the sole option of LESSOR. In addition, LESSEE shall be liable for and shall pay to LESSOR any loss or deficiency sustained by LESSOR because of LESSEE'S default.

22.5. Notwithstanding LESSOR'S re-entry and possession of the Premises, LESSOR, upon LESSEE'S default, shall have the right, without notice to LESSEE, and without terminating this Lease, to make alterations and repairs for the purpose of reletting the Premises. LESSOR may relet or attempt to relet the Premises or any part of the Premises for the remainder of the then-applicable Lease term or for any longer or shorter period as opportunity may offer, to such persons and at such rent as may be obtained. Nothing in this Lease shall require LESSOR to relet or make any attempt to relet the Premises, and any reletting shall be done by LESSOR as agent for LESSEE. In case the Premises are relet, LESSEE shall pay the difference between the amount of rent payable during the remainder of the term and the net rent actually received by LESSOR during the term after deducting all expenses for repairs, alterations, recovering possession and reletting the same, which difference shall either (a) accrue and be payable monthly, or (b) be accelerated and become payable at once, at LESSOR'S sole option.

22.6. No actions taken by LESSOR after LESSEE'S default shall be construed as indicating a termination of this Lease. This Lease shall remain in full force and effect and shall not be terminated unless LESSOR so elects in writing.

22.7. At LESSOR'S election, LESSOR may cure any default of LESSEE by expending money, contracting for the making of repairs, purchasing insurance, or by any other actions. If LESSOR takes any such actions, LESSEE will promptly, upon demand, reimburse LESSOR for all of LESSOR'S expenses. All such expenses shall bear interest from the dates they are incurred until the dates they are paid, at a rate of 10 percent (10%) per annum.

22.8. LESSOR shall be entitled to recover from LESSEE all of LESSOR'S expenses in exercising any of its rights under this Lease, including without limitation LESSOR'S reasonable attorney's fees.

22.9. All of LESSOR'S remedies are cumulative, and may be exercised successively or concurrently, at LESSOR'S election.

23. **RETURN OF PREMISES:** At the termination of this Lease, LESSEE agrees to deliver to LESSOR the PREMISES and all mechanical systems and all equipment and fixtures thereon, in good working order and condition. All keys and other property of the LESSOR shall be returned by LESSEE at that time.

23.1. Should LESSEE fail to vacate the PREMISES at the termination of this Lease, LESSEE shall pay for each day of the holdover period either (a) twice the then-applicable rent, or (b)

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

24. **EMINENT DOMAIN:** If any substantial part of the Premises (affecting LESSEE'S operations) is taken under the power of eminent domain, conveyed in lieu of condemnation, or acquired for any public or quasi-public use, this Lease may be terminated by either party. The parties shall make their individual claims for the award, which shall be distributed according to law.
25. **RULES:** LESSEE understands and acknowledges that it and its officers, employees, agents, visitors, and guests shall observe all operating policies of the LESSOR, including, but not limited to, rules, procedures and traffic and parking regulations. Such policies shall be provided in writing by LESSOR.
26. **COMMON AREAS:** LESSEE shall have reasonable use of common areas of the building for normal business purposes, within the policy guidelines.
27. **SMOKE FREE ENVIRONMENT:** It is acknowledged by Tenant that the building is a smoke free environment, and no smoking therein will be enforced accordingly by Landlord.
28. **NO ANIMALS/PETS:** No animals or pets of any kind are permitted in the building or within the Premises.
29. **SECURITY:** LESSEE is responsible for securing all windows and doors within its Premises and shall exert diligence in keeping building entrances and openings locked after normal business hours. LESSEE shall be solely responsible for any and all losses, damages, claims, or causes of action that may arise that relate in any way from LESSEE's failure or alleged failure to perform the obligations under this provision. LESSEE further agrees to defend, hold harmless, and indemnify LESSOR for any violation of the obligations under this provision.
30. **RELOCATION:** LESSOR reserves the right to relocate LESSEE to a comparable space at LESSOR's discretion. LESSOR will provide thirty (30) days' notice prior to relocation.
31. **APPLICABILITY TO THIRD PARTIES AND SUCCESSORS IN INTEREST.** There are no third-party beneficiaries to this agreement. The terms, provisions, and conditions of the agreement shall be binding upon and inure to the benefit of LESSOR and LESSEE and their respective successors, assigns, and legal representatives.
32. **COUNTERPARTS AND FACIMILE SIGNATURES.** The parties agree that this agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties

further agree that the signatures on this Agreement or any amendment or schedule may be manual, or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

33. **SEVERABILITY.** If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this agreement. Such a determination shall not affect the validity or enforceability of other parts or provisions of the agreement.
34. **INTEGRATION.** This agreement, including all the exhibits and documents incorporated by reference, represents the entire agreement between the parties and neither LESSOR nor LESSEE is relying on any representation that may have been made which is not included in this agreement. This agreement supersedes all prior agreements between LESSOR and LESSEE regarding the premises and the subject matter of this agreement.
35. **SIGNS:** LESSEE shall not place any signs or advertisements on the PREMISES without the written consent of LESSOR, and the application for and granting of a City Sign Permit complying with the City Sign Code. Consent for signage shall not be unreasonably withheld. Within the 120 days prior to the termination of any Lease term, LESSOR, at their sole discretion, may display signs advertising the rental of the PREMISES.
36. **WAIVER OF SUBROGATION:** LESSOR and LESSEE each respectively waive all rights of recovery against the other and the other's agents, employees, permitted licensees and assignees, for any loss or damage to property or injury to or death of persons, to the extent the same is covered or indemnified by proceeds of any insurance, or for which reimbursement is otherwise received. This agreement, however, shall apply only so long as the parties' respective insurance companies expressly concur in this agreement and waive all subrogation rights. Each party shall have a continuing obligation to notify the other party if these waivers are not granted. Nothing in this section shall impose any greater liability upon the LESSOR than would have existed in the absence of this section.
37. **ATTORNMEN**T: LESSEE agrees to and does attorn to any successor to LESSOR'S interest in all or any part of the PREMISES, including without limitation any purchaser at any foreclosure sale of all or any part of the PREMISES.
38. **SUCCESS OR FAILURE OF TENANT'S BUSINESS:** Tenant specifically recognizes and acknowledges that the business venture to be undertaken by Tenant within the Premises depends upon the ability of Tenant as an independent businessperson, as well as other factors, such as market and economic conditions which are beyond the control of Landlord and Tenant. Tenant acknowledges that the success or failure of Tenant's business enterprise will be dependent on the business acumen and diligence of Tenant. Tenant agrees that the success or failure of Tenant's business will not depend on Landlord's advise or Landlord's performlance under this Lease and Landlord makes no representations or warranties as to the success or prospects of Tenant's

business.

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

- 39.1. The parties agree that this Lease has been entered into partly because of LESSOR'S judgment that LESSEE will be particularly able to perform the Lease covenants. LESSEE has substantial duties of performance under this Lease, apart from its mere financial obligations. This Lease is a personal contract between the parties which cannot be assumed by any trustee or other party in bankruptcy. party in violation of the above agreement, LESSOR will not have adequate assurance of performance, within the meaning of Section 365 of the Bankruptcy Code of 1978, as amended, unless the trustee or other party can demonstrate that itself or a substitute lessee will have the particular capacity to fulfill the nonmonetary covenants of this Lease. LESSOR will not have adequate assurance of performance unless and until (a) LESSOR is allowed access to adequate financial and other information about the proposed lessee, including without limitation references from prior lessors, to satisfy itself that the trustee, other party or proposed lessee is fully able to assume the financial and personal covenants of LESSEE in this Lease, in full accordance with its terms, and (b) sufficient bonds or letters of credit are posted by the trustee, other party or proposed lessee to guarantee performance of the Lease obligations. The parties further agree that the definition of the term "adequate assurance" as set forth in Section 365(b)(3) of the Bankruptcy Code of 1978, as amended, shall apply to any determination of adequate assurance in connection with this Lease.
- 39.2. In the event any proceedings in bankruptcy are brought against LESSEE or affect LESSEE, the trustee or other party shall not be permitted to use, sell or lease any of the PREMISES, whether or not in the ordinary course of business, without providing adequate protection to LESSOR. The parties agree that the language in Section 361 of the Bankruptcy Code of 1978, as amended, shall be the exclusive definition of the term "adequate protection" in connection with any use, sale or lease of the PREMISES. The cash payment referred to in that section shall mean the full payments required under this Lease, plus payment representing the value of LESSOR'S lost ability to use or lease the PREMISES; and the then "indubitable equivalent" as used in that section shall mean protection afforded by either grants of administrative expense priority, grants to LESSOR of ownership interests in a continuing business surviving the bankruptcy, or grants to LESSOR of protected securities issued by a continuing business surviving the bankruptcy, which completely compensate LESSOR for the loss of the present value (computed at the then market rate of interest for commercial loans) of LESSOR'S ability to use or lease the PREMISES.
- 39.3. The parties agree that because of the extreme financial importance to LESSOR of this transaction, LESSOR will be irreparably harmed by any stay of its collection efforts or the exercise of its remedies under this Lease.

40. **SUCCESSORS AND ASSIGNS**: This Lease shall inure to the benefit of and be binding upon

the heirs, estates, executors, administrators, receivers, custodians, successors and (in the case of LESSEE, permitted) assigns of the respective parties.

41. **LIGHT**: This Lease does not grant any rights to light, view or air over adjacent properties. Any diminution or elimination of light, view or air by any structure which may be erected on property adjacent to the PREMISES shall not be a breach of, and shall not affect the rights and obligations of, the parties under this Lease.
42. **WAIVERS**: Any waiver, consent, or approval on the part of LESSOR must be in writing and shall be effective only to the extent specifically set forth in the writing. No delay or omission by LESSOR in the exercise of any right or remedy with respect to any one occasion shall impair LESSOR'S ability to exercise the right or remedy in the same or on another occasion.
43. **AMENDMENTS**: This Lease contains the entire agreement of the parties. No amendments may be made to this Lease except by an agreement in writing executed by all the parties.
44. **MISCELLANEOUS**: The following provisions are additional terms of this Lease:
 - 44.1. The captions of the sections of this Lease are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease.
 - 44.2. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction of interpretation of this Lease.
45. **PUBLIC RECORDS**. LESSEE acknowledges that this Agreement is made with a political subdivision of the State of Iowa, and as such, may be subject to Public Records requests. LESSOR's disclosure of records pursuant to the Public Records law is not a breach of the contract.
46. **FINANCIAL STATEMENTS**: LESSEE shall furnish to LESSOR during each year of any term hereof, a complete copy of the LESSEE'S audited financial statements for the immediately preceding year.
47. **GOVERNING LAW**: This Agreement and any claims arising out of this Agreement will be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to the principles of conflicts of laws of Iowa. Any claims or legal actions by one party against the other will be commenced and maintained in Lee County District Court, or the U.S. District Court for the Southern District of Iowa, and you submit to the jurisdiction and venue of any such court.
48. **CIVIL RIGHTS**: The LESSEE shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.
49. **FORCE MAJEURE**. Neither LESSOR nor LESSEE shall be liable to the other for any delay or failure of performance of this agreement and no delay or failure of performance shall constitute

a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure". As used in this agreement, "force majeure" includes acts of God, war, civil disturbance and any other similar causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Business downturns or difficulties by LESSEE shall not be considered a force majeure event.

50. **PAYMENTS AND NOTICES:** Rent payments, other payments, communications and notices due to LESSOR shall be submitted either be (a) personally delivered or (b) mailed, at or to the following address:

LESSOR:

City of Keokuk, Iowa
Attn: City Clerk's Office
501 Main St
Keokuk, Iowa 52632

LESSEE:

Organization: United Way of the Great River Region
Attention: Mike Greenslaw
Address: 515 Main Street
City: Keokuk State: IA Zip: 52632

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

EXHIBIT A—DESCRIPTION OF PREMISES

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

NA

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

Suite 214

EXHIBIT B—RENTAL CHARGES

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

Base Rent also includes **five hundred and twenty-five (\$2,100)** per month for the following office rooms:
Suite 214

Based on the foregoing, Total Base Rent is **five hundred and twenty-five (\$525)** per month for a total of **two thousand five hundred (\$2,100)**

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

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

Additional casework valued at NA

Office furniture valued at NA

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

Base Rent **\$525** per month

Additional Rent NA per month

Total Rent \$525 per month

Other Provisions:

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

LESSEE is responsible for all installation of venting and fire protection in accordance with state and local code. Lessee is also responsible for all required permitting.

Notes for Lessor when negotiating Lease

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

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

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



COUNCIL ACTION FORM

Date: November 20, 2025

Presented By: Ferneau

Subject: Approve SRF Application for Timea Street Agenda Item: 12

Description:

The City has committed to reconstructing Timea Street from 7th Street to 22nd Street using General Obligation Bond funding. Once it was determined that a full depth reconstruction was going to be required, the base cost estimate for the project was raised to \$5,000,000 with contingencies and engineering fees. The project involved limited combined sewer overflows (CSO) work. It was determined to look at options to perform CSO elimination work as a part of this project. Additional work to collect stormwater and divert it from Timea Street to Palean to an existing storm sewer outlet was determined to be in the best interest of the community to take advantage of the street work being performed. Bolton & Menck has determined that an overall project of approximately \$8,000,000 including engineering and contingencies could accomodate this additional task, while also reconstructing two blocks of 14th Street and one block of Palean Street at the same time. The combined project will reduce the street portion of costs to an estimated \$3,300,000 (a portion of street work previously contemplated now allocated to sewer costs) while the sewer portion is estimated at \$4,712,696. The current resolution would allow the City to apply for a State Revolving Fund (SRF) loan to fund the work, financed over 20 years and covered by sewer revenues. Additionally, the City anticipates applying for a CDBG block grant of \$500,000 to reduce the SRF loan. The City is also hopeful to be selected for 30% BIL grant reimbursement funding on the overall SRF loan: we meet the based distressed community requirement, but will only know after the fact whether the BIL grant will be awarded to the City.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Recommend approval.

Recommend approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF AN APPLICATION FOR STATE
REVOLVING FUND ASSISTANCE, IOWA DEPARTMENT
OF NATURAL RESOURCES**

WHEREAS, the City of Keokuk, Iowa wished to submit an application for inclusion on the project priority list of the Clean Water State Revolving Loan Fund Intended Use Plan for the removal of combined sewer overflows (CSOs) in conjunction with a street improvement project along Timea Street from 22nd Street down to 7th Street; and

WHEREAS, the City of Keokuk has been under an Administrative Consent Order (CSA-07-20085-0053) to remove CSOs throughout its sanitary sewer system by 2030, with this project addressing a portion of the required CSO work that runs along Timea Street; and

WHEREAS, the Iowa Department of Natural Resources offers a program to apply for inclusion on the project priority list of the Clean Water State Revolving Fund Intended Use Plan; and

WHEREAS, the City Council of the City of Keokuk is interested in applying for the project priority list for the Timea Street Sewer Separation Project with project cost of \$4,736,000.00.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that the application for inclusion on the project priority list of the Clean Water State Revolving Fund Intended Use Plan be submitted to the Iowa Department of Natural Resources for their review and consideration.

PASSED, APPROVED, AND ADOPTED this 20th day of November 2025.

Mayor K.A. Mahoney

ATTEST:

Celeste El Anfaoui City Clerk



Real People. Real Solutions.

MEMORANDUM

Date: November 10, 2025

To: Silas Adibe
Iowa DNR Wastewater Engineering Section

From: Katie Sterk, PE
Adrian Holmes, PE
David Millmeyer, PE

Subject: City of Keokuk – Timea Street Sewer Separation Project
City of Keokuk, Keokuk, IA
DNR Project No.: W2026-0077A
Bolton & Menk Project No.: 24X.136508.000

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
	Date: <u>November 10, 2025</u>
	Kathryn E. Sterk License No. 24399 My renewal date is 12/31/2026 Pages or sheets covered by this seal:
	<u>All Pages</u>

This memo serves as an abbreviated facility plan for the City of Keokuk regarding a combined sewer overflow separation project taking place along Timea Street in Keokuk, Iowa.

I. Project Background

The City of Keokuk's sanitary sewer system has a number of combined sewer overflows (CSO). Since 2010, The City of Keokuk has been under an Administrative Consent Order (CWA-07-20085-0053) to remove CSOs throughout its sanitary sewer system by 2030. As part of ongoing capital improvements, the City of Keokuk is completing a street improvements project along Timea Street from 22nd Street down to 7th Street. This project presents an opportunity to remove a CSO that runs along Timea Street.

II. Recommended System Improvements

To continue working towards compliance with the Administrative Consent Order, it is

recommended that the storm sewer be separated sanitary sewer system along Timea Street in conjunction with a street and utility improvements project that is planned to occur in the same location. This project will not be replacing the existing sanitary sewer, only disconnecting existing storm sewer infrastructure from the existing sanitary system. Figure 1, attached to this amendment, shows the extent of the proposed separation along Timea Street. As a result of this proposed improvement, the sanitary system downstream of this project will experience lower flows during precipitation events. Thus, there will be no negative impacts on the wastewater treatment plant process downstream of this project. Additionally, the storm sewer downstream of this proposed improvement is sufficiently sized for the additional flow incurred by the proposed project. Thus, no negative effects on downstream infrastructure is expected as a result of the proposed system improvements. Table 1 below shows the cost estimate for installing approximately 7,625 LF of RCP Storm Sewer with sizes ranging from 15" to 60" in diameter.

Table 1: Timea Sewer Separation Construction - Opinion of Probable Construction Cost	
Item	Cost
Mobilization, Bonds, and Insurance	\$160,000
Site Work and Excavation	\$1,200,105
Storm Sewer Removal	\$55,875
Construction Survey	\$20,000
Storm Sewer Installation	\$2,022,100
Subtotal	\$3,458,080
Contingencies (20%)	\$691,616
Subtotal of Probable Construction Cost	\$4,149,696
Engineering	\$233,000
Administration and Legal (8%)	\$330,000
Opinion of Probable Cost	\$4,712,696

The benefits of coordinating the proposed CSO separation improvements within the City's street and utilities improvements projects are two-fold. First, significant cost savings can be realized by the City and their users by coordinating the excavation and pavement removal between the two projects. Second, disruption to community life can be abated by combining two separate construction projects in the same location to two construction seasons. Due to the mandate set forth by the administrative consent order, and the straightforward nature of the proposed improvements, no further design alternatives were considered.

III. Conclusions and Recommendations

To coordinate the sewer separation project with street improvements, the implementation schedule in Table 2 aligns with the City's funding efforts for Timea Street upgrades.

Table 2: Implementation Schedule	
Item	Approximate Date
Submit Facility and IUP Application documents	November 2025
Prepare Project Design, Plans, and Specifications	November 2025-March 2026
Submit Construction Permit Application (including P/S for review)	October 2026
Bid Project	November 2026
Award Contract	December 2026
Begin Construction	April 2027
End Construction	October 2028

By completing the proposed combined sewer overflow separation in conjunction with street improvements projects, the City of Keokuk can continue to make progress towards compliance with the administrative consent order by 2030. This approach will ensure user's funds are stewarded effectively.

Attachment: Figure 1: Overall Project Area



SRF Environmental Review Checklist

The following checklist outlines the information needed to start the SRF Environmental Review (ER) Services. Please provide the following to: srf-iup@dnr.iowa.gov

*Environmental Review Services will not be initiated until after all items marked **REQUIRED** are received.

Applicant Name: City of Keokuk

Applicant point of contact for environmental review (name): David Millmeyer



Telephone Number: 515-520-3050 Email: david.millmeyer@bolton-menk.com

Point of contacts role in project: Project Engineer

✓ Contact information for other stakeholders in the project:

Brian Carrol, Public Works Director, 319-524-2050 Ext. 2210, bcarrol@cityofkeokuk.org

✓ The anticipated construction start date for the proposed project. (Check ALL that apply)

☒ The anticipated construction start date on the current IUP application is correct.

☐ The anticipated construction start date has changed from the date listed in the IUP application.

• What is the new anticipated construction start date for the project? _____

☐ The proposed project schedule is dependent on other funding source(s).

• Will the construction start date be delayed if other funding is not awarded? ☐ Yes ☒ No

☐ The proposed project schedule is dependent on an existing compliance schedule.

• What is the construction start date listed in the compliance schedule? _____

✓ A description of the current project scope including: what is proposed to be constructed, specific construction methods that will be used, estimated dimensions (length, width, depth) of excavated areas and the proposed construction schedule if construction will be phased (**REQUIRED**).

A new storm sewer will be placed along Timea Street. Sizes will range from 15"-60" in diameter.

✓ Will an easement be necessary for the construction of the project?

☐ Not applicable

☒ Yes. Please indicate the status of the easement (i.e. existing, proposed, in negotiation, finalized, etc.):

Proposed

✓ Landowner permission is required for archaeological survey on private property, if needed. *Please note that archaeological survey will not begin until this permission is obtained.

☐ Yes, landowner permission has been obtained.

Does the landowner(s) have any specific requests or requirements for archeological work to be conducted?

(for example, before/after harvest)? _____ acres

☐ No, landowner permission has not been obtained at this time.

• When is landowner permission anticipated to be obtained? _____

- ✓ Indicate if any of the following ancillary impacts will result from the proposed project. (Check ALL that apply; these are *required* to be included on the site sketch)



- ☐ Abandonment or demolition (partial or entire) of existing building/structures
- ☐ Borrow pits
- ☒ Staging areas for equipment and materials
- ☒ Temporary and/or permanent easement areas
- ☒ Pavement replacement (street, driveway, sidewalk)
- ☐ New access for roads/utility lines

Pavement repair will occur as part of the concurrent street replacement project.

- ✓ A recent aerial map with the marked boundaries of the project area. The map should also include labeled location(s) of all proposed construction boundaries (include any ancillary impacts listed above as applicable). If a specific area has yet to be defined, please mark a larger area that will include the final project area.



- ☒ An aerial map of the project area map is included (**REQUIRED**):

- What is the approximate size of the total project area? 9 acres
- How much of the total project area will be impacted by ground-disturbing (excavation, grading, tree removal, etc.) construction activity? 8 acres **See ER Supplement No. 1**

- ☒ A site sketch of the project area map is included with the following (**REQUIRED**):

- All locations of ground disturbance and staging areas marked
- North arrow
- A minimum of one labeled street **See ER Supplement No. 2**

- ☐ Shape files have been provided (ArcGIS Shape Files including all .cpg, .dbf, .prj, .shp, .shx OR Google Earth .kml/.kmz)

- ✓ Photos with a descriptive caption (include location & direction) of the project area showing current land use and habitat. (**REQUIRED**)



- ☒ Photos with captions are included (digital files are preferred). **Land use included in Supplement No. 1.**

- ✓ Indicate which of the following impacts are anticipated as a result of the proposed project. (Check ALL that apply)



- ☐ Demolition, abandonment or rehabilitation of any building/structure over 50 years old. Picture(s) showing the interior and exterior façade of the building/structure should be provided. Provide the following information for each building/structure over 50 years old that will be impacted.



- What year was the building/structure originally constructed? If the exact year is unknown, provide an estimate (**REQUIRED**). _____

If the building/structure is over 45 years old, please answer the following:

- Picture(s) showing the interior and exterior façade of the building/structure should be provided.
- What is the visible material(s) of the roof, walls, and foundation? _____
- Have any additions or substantial alterations to the building/structure occurred? If so, describe what was done and when. _____

☐ Not applicable

- ☐ Brick sewers or street surfaces will be disturbed by construction activity.



☒ Not applicable

☐ Sewers

☐ Manholes

☐ Streets

☐ Other: _____

- Has a historic context (including Iowa Site Inventory Forms) been prepared for the brick sewers/street surfaces? ☐ Yes ☐ No

- Describe any planned steps to minimize adverse effect to the brick sewers/streets.

-  ☐ Existing prairie will be disturbed by construction activity. ☒ Not applicable
- How much prairie will be disturbed? _____ acres
 - Has a floral study been conducted of the prairie area? ☐ Yes ☐ No
 - Describe any planned steps to minimize adverse effect to the prairie.

-  ☒ Trees (greater than 4" diameter breast height) will be removed. ☒ Not applicable
- Will tree removal occur between October 1 and March 31 to avoid impacting federally threatened or endangered bat species during the summer maternity period? ☒ Yes ☐ No

-  ☐ Wetlands will be disturbed by construction activity. ☒ Not applicable
- How much of the wetland area will be permanently impacted? _____ acres
 - What construction method(s) are planned for the crossing? _____
 - Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

-  ☐ Planned stream/creek crossings. ☒ Not applicable
- What is the name of the stream/creek crossing? _____
 - What construction method(s) are planned for the crossing? _____
 - Will excavation activity take place to the bed, bank of the stream/creek? ☐ Yes ☐ No
 - Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

-  ☐ Planned work within a mapped 100-year flood plain. ☒ Not applicable
- What construction activity is planned within the flood plain? _____
 - What construction method(s) are planned for work within the flood plain? _____
 - If ground disturbance will occur, will pre-construction contours be restored after construction activity is completed? ☐ Yes ☐ No
 - Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

-  ☐ Planned work within state or federal owned and/or managed land. ☒ Not applicable
- What construction activity is planned within state/federal land? _____
 - Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

**In the interest of keeping your project on schedule, SRF recommends submitting the Joint Application as soon as plans are detailed enough to do so.

-  ☐ Farmland will be permanently converted to non-agricultural uses. ☒ Not applicable
- What is the total size of the farm unit(s) that contains the project area? _____ acres
 - How much of the project area has been farmed (managed for a scheduled harvest, haying, pasture or timber activity) more than 5 of the last 10 years? _____ acres
 - How much of the project area will be permanently converted from agricultural use as a result of the proposed project? _____ acres

✓ Additional comments: 





CLEAN WATER STATE REVOLVING FUND INTENDED USE PLAN (IUP) APPLICATION



The application for inclusion on the Clean Water State Revolving Fund (CWSRF) IUP can be submitted only when the wastewater project is at the right stage of the construction permitting process. This numbered list outlines the requirements of the permitting process that must be met prior to submitting an IUP application. It also identifies the materials and information needed to complete the IUP application. Please follow the preliminary steps and proceeding instructions to make sure your application is complete before submitting it.

PRELIMINARY STEPS FOR IUP APPLICATION SUBMISSION

Enter the following information here:

1. Applicant Name: City of Keokuk
2. DNR Number (e.g. W2014-#### or S2014-####): W2026-0077A
3. DNR Project Manager Name: Silas Adibe
4. Project Name/Identification: Timea Street Sewer Separation Project
5. Project Initiation Meeting Held (enter meeting date): 9/16/2025
6. Flows and Loads Concurrence by DNR (enter date or N/A): N/A
 - a. If N/A, state reason: Proposed Project is not changing the Design Flows and Loads of the Wastewater Treatment Plant
7. Wasteload Allocation Completed (enter date or N/A): N/A
8. Antidegradation Alternatives Analysis Approved by DNR (enter date or N/A): N/A
9. Facility Plan Submitted with IUP Application (choose Yes or Previously Submitted): ☒ Yes ☐ Previously Submitted
 - a. If previously submitted, enter date submitted: _____
 - b. If previously submitted, enter certification date: _____
10. Iowa Construction Permit Application Schedule A Submitted with IUP Application (enter Yes or No; previously submitted): ☒ Yes ☐ Previously Submitted
11. Iowa Construction Permit Application Schedule F and G submitted with IUP Application (choose Yes, N/A, or Previously Submitted): ☐ Yes ☒ N/A ☐ Previously Submitted

Ensure that your IUP application includes the following (all boxes must be checked)

12. Socioeconomic Assessment Worksheet attachment included with application ☒
13. IUP Application signed ☐
14. UEI Number included ☒
15. Property Assurance Form signed and dated ☐
16. SRF Environmental Review Checklist and Attachment included with application ☒

Submission Instructions:

- ☐ Do not submit a single file that includes all requested documents.
- ☐ Each requested document must be submitted as an individual, separate document.
- ☐ Each document must be titled using the following naming convention:

Document Name	Required Name/Title Structure	Example
IUP Application	ApplicantName_IUPApplication	Waterloo_IUPApplication
Environmental Review Checklist	ApplicantName_ERChecklist	Waterloo_ERChecklist

Document Name	Required Name/Title Structure	Example
Socioeconomic Assessment Worksheet	ApplicantName_SAWorksheet	Waterloo_SAWorksheet
Facility Plan	ApplicantName_FacilityPlan	Waterloo_FacilityPlan
Iowa Construction Permit Application Schedules A, F and G	ApplicantName_ScheduleX	Waterloo_ScheduleA Waterloo_ScheduleF Waterloo_ScheduleG
Environmental Review Supporting Materials	ApplicantName_ERSupplement_No._ *number each additional document sequentially	Waterloo_ERSupplement_No.1

***Your application will not be considered complete or acceptable if items 1 through 16 have not been completed and/or included. See instructions below for additional guidance.**

CLEAN WATER STATE REVOLVING FUND

INTENDED USE PLAN (IUP) APPLICATION INSTRUCTIONS



ITEMS 1 – 11: Wastewater Construction Permitting

The Clean Water SRF Intended Use Plan Application will only be accepted when Items 1 through 11 have been completed through the Wastewater Construction Permitting Process of the DNR Wastewater Engineering Section. Please refer to the [Wastewater Permitting Process Manual](#) for detailed information on these steps.

1. Applicant Name: Enter the name of the applicant who is requesting SRF funding.
2. DNR Number (e.g. W2014-#### or S2014-####): All wastewater construction projects are assigned unique numbers for tracking by DNR. A number beginning with W and the fiscal year indicates a Work Record. A number beginning with S and the fiscal year indicates a Project.
3. DNR Project Manager Name: A project manager from the DNR Wastewater Engineering Section is assigned to each project.
4. Project Name/Identification: A brief title/description of the project from Design Schedule A, General Information. The project description must fall under the project scope established at the project initiation meeting. An accurate description is necessary because multiple construction contracts may have the same project numbers.
5. Project Initiation Meeting Held (date): A project initiation meeting must be held with the DNR, Owner, Consulting engineer (licensed professional engineer), and other parties.
6. Flows and Loads Concurrence by DNR (date): If flows and loadings will change due to the project, the DNR Project Manager must concur with the proposed design flows and loadings prior to preparing the Facility Plan. If answer is n/a, state the reason. Example: *previously approved flows and loadings remain unchanged*.
7. Wasteload Allocation Completed (WLA) (date): If a Wasteload Allocation is required for the project, it must be completed by the DNR and received by the Owner before preparing the Facility Plan. Enter "N/A" if WLA is not required for the project.
8. Antidegradation Alternatives Analysis (AAA) Approved by DNR (date): If an antidegradation alternatives analysis is required for the project, it must be approved by the DNR Project Manager before the Owner prepares the Facility Plan. Enter date of DNR approval of the AAA. If a Facility Plan is submitted prior to DNR approval of Antidegradation Alternatives Analysis, it will not be accepted for review. Enter "N/A" if AAA is not required for the project.
9. Facility Plan Submitted with IUP Application: After completing all applicable planning steps as discussed above, the Facility Plan may be submitted to DNR. Answer "Yes" if a Facility Plan is submitted along with the IUP application:
 - a. If a Facility Plan was previously submitted, enter the date submitted.
 - b. If the Facility Plan was previously submitted, enter the date of certification by a licensed professional engineer.

Facility Plan submissions shall follow Chapter 11 of the Iowa Wastewater Facilities Design Standards. All engineering submittals shall follow all applicable law and rule related to submitting engineering documents by licensed professional engineers. Electronic submittals are acceptable as long as they are in compliance with all applicable law, including but not limited to Iowa Code 542B and Iowa Administrative Code 193C.

10. Iowa Construction Permit Application Schedule A: Design Schedule A must be certified by both the Owner and the Consulting Engineer (licensed professional engineer). It is required and must be submitted for all wastewater projects. Schedule A must indicate that Clean Water SRF financing will be requested to be considered as part of this IUP application.
11. Schedules F and G (if needed for the project): Schedule G provides Wastewater Treatment Plant project design information and Schedule F provides site information for treatment process site selection. Enter "N/A" if these schedules are not needed for the project.

Items 12- 16: Additional SRF Requirements for a Complete Application:

12. Socioeconomic Assessment Worksheet must be completed and included as an attachment with the IUP application. The worksheet can be found on the IowaSRF.com website, SRF Resources page under General Information: https://www.iowasrf.com/about_srf/srf-resources/
13. IUP Application Signed: The Intended Use Plan application must be signed by the Applicant's authorized representative. Printed or electronic signatures are accepted.
14. UEI Number Included: The U.S. Federal Government has transitioned from using a Dun and Bradstreet Number (DUNS) to using a Unique Entity Identifier (UEI). Entity refers to prime contractors, organizations or individuals applying for assistance awards, those receiving loans, sole proprietors, corporations, partnerships, and any Federal Government agencies desiring to do business with the government.

You can register your entity to obtain a Unique Entity ID here: <https://sam.gov/content/entity-registration>

15. Property Assurance Form Signed: This form is required to be signed and dated regardless of whether or not the Applicant currently intends to purchase land using SRF funds.
16. SRF Environmental Review Checklist and Attachments Completed and Submitted: The ER checklist outlines the information needed to start the SRF ER Services. The environmental review checklist can be obtained here: https://www.iowasrf.com/about_srf/srf-resources/

Complete the requested information in the following sections to the best of your ability. Please print or type the information on the form. If a particular item does not apply to your system, enter "N/A" for "not applicable." Attach supporting documentation as needed. Keep a copy of the completed application for your records and submit the signed form and supporting documents to the following e-mail address: srf-iup@dnr.iowa.gov

CLEAN WATER STATE REVOLVING FUND

INTENDED USE PLAN (IUP) APPLICATION FORM

This form may be used to apply for inclusion on the project priority list (PPL) of the Clean Water SRF IUP after or concurrent to submitting the Facility Plan to DNR for approval. IUPs are developed on an annual basis with quarterly updates as needed.

*This form is not an application for a loan. SRF loan application materials may be obtained at www.iowaSRF.com. The loan application should not be completed until after bids are received. Extended term financing (up to 30 years) is available to all projects based on the weighted average useful life of the project components.

[See Exhibit 14 - CWSRF Extended Term Worksheet](#)

*Applicants will be required to comply with all applicable State and Federal requirements in order to be eligible to receive SRF funding. A list of these requirements can be found at: https://www.iowasrf.com/about_srf/srf-resources/

Section 1: Applicant and Other Project Contacts

Applicant Name: City of Keokuk

Applicant Address: 501 Main Street

City: Keokuk State: IA Zip: 52632

Authorized Representative: Kathie Mahoney

Telephone Number: 319-524-2050 E-mail: mayor@cityofkeokuk.org

Signature: _____ Title: Mayor

UEI Number: XUJDVNJAY357 NPDES Number: 564001

Population Served by System: 9900 Population Served by Project: 9900

Consulting Engineer Firm: Bolton & Menk, Inc.

Contact Person: David Millmeyer

Telephone Number: 515-520-3050 E-mail: David.Millmeyer@bolton-menk.com

Bond Counsel Firm: Ahlers & Cooney

Contact Person: Kristin Cooper

Telephone Number: 515-246-0330 E-mail: kcooper@ahlerslaw.com

*Municipal Advisor Firm: Piper Sandler

Contact Person: Timothy Oswald

Telephone Number: 515-247-2358 E-mail: timothy.oswald@psc.com

*Required at time of application

Section 2: Project Schedule

Anticipated final plans and specifications submittal date: 10/2026

Anticipated construction start date: 04/2027

Section 3: Brief Project Summary (Attach additional pages if necessary.)

Describe the reasons for the proposed project: (i.e. specific water quality problem or system improvement)

The City of Keokuk is working to meet the requirements of an Administrative Consent Order to eliminate combined sewer overflows (CSOs) by 2030. A CSO along Timea Street presents an opportunity for removal as part of a planned street improvement project from 22nd Street to 7th Street. By coordinating sewer separation with street upgrades, the City will reduce costs and minimize disruption to residents by completing both projects in a single construction season. This effort supports environmental compliance and improves local infrastructure efficiently.

Describe the proposed project: (i.e., specific solution to the water quality problem, or proposed system improvement)

The City of Keokuk proposes to separate the storm sewer from the sanitary sewer system along Timea Street, between 22nd Street and 7th Street. This improvement directly addresses a water quality issue by eliminating a combined sewer overflow (CSO) in the area, helping the City meet the requirements of an Administrative Consent Order by 2030. The sewer separation will be completed in coordination with a planned street improvement project, allowing for efficient use of resources and minimizing disruption to the community.

Primary Impacted Waterbody: Mississippi River

Designated Surface Water Uses (e.g. A1, BWW): B(WWI), HH

Project Will Contribute to Water Quality... (check one)

- ☒ Improvement
☐ Maintenance
☐ Not Applicable

Project Will Allow the System to... (check one)

- ☒ Achieve Compliance
☐ Maintain Compliance
☐ Not Applicable

Project Will Allow the System to Address... (check all that apply)

- ☐ Existing TMDL
☐ Projected TMDL
☐ Watershed Management Plan
☒ Not Applicable

Does your project involve a consolidation of two or more wastewater systems? (check one)

☐ Yes ☒ No If yes, list systems and populations served: _____

Section 4: Connection & User Revenue Information (most recent fiscal year) (Roquette excluded)

	Number of Connections	Percent of System Usage	Annual Revenue
Residential	3686	67%	\$1,821,825
Commercial	410	29%	\$543,740
Industrial	4	1%	\$9,614
Other	46	3%	\$59,100
Unmetered			
Total Number of Connections:			
Total Revenue:			\$2,434,279

Section 5: Project Cost

Cost Category	Estimated Total Cost in \$
Legal Expenses	330,000
Land and Easements	+
Engineering Planning Fees	+
Engineering Design Fees	+
Engineering Construction Fees	+ 233,000
Construction	+ 3,458,080
Equipment	+
Other:	+
Other:	+
PROJECT SUBTOTAL	=
Contingencies	+ 691,616
Planning and design loan proceeds, if rolling into construction loan	+
Less Any Funds Requested from Other Sources	-
LOAN SUBTOTAL	= 4,712,696
Loan Initiation Fee (Loan Subtotal x .005)	+ 23,563.48
TOTAL IUP REQUEST (Round to the nearest \$1,000)	= 4,736,000

Which other funding programs are you considering to assist in completion of this project? (Check all that apply)

Funding Program	Yes	No	Amount (If Known)
Community Development Block Grant (CDBG)	☒	☐	
USDA – Rural Development Grant and/or Loan	☐	☒	
Reserve Funds	☐	☒	
Other – Specify:	☐	☒	

Section 6: Acquisition of Property by SRF Applicants

US ENVIRONMENTAL PROTECTION AGENCY ASSURANCE WITH RESPECT TO REAL PROPERTY ACQUISITION OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 AS AMENDED

The City of Keokuk (Applicant) hereby assures that it has authority under applicable State and local law to comply with Section 213 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, 84 Stat. 1894 (42 U.S.C. 4601) as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Public Law 100-17, 101 Stat. 246-256 (42 U.S.C. 4601 note) and 49 CFR 1.48(cc); and certifies, assures and agrees that, notwithstanding any other provision set forth in the application.

1. For projects resulting in the displacement of any person:
 - a. It will adequately inform the public of the relocation payments and services which will be available as set forth in Subparts A, C, D and E of 49 CFR 24.
 - b. It will provide fair and reasonable relocation payments to displaced persons as required by Subparts D and E of 49 CFR 24.
 - c. It will provide a relocation assistance program for displaced persons offering services described in Subpart C of 49 CFR 24.
 - d. Comparable replacement dwellings will be available pursuant to Subpart F of 49 CFR 24, or provided if necessary, a reasonable period in advance of the time any person is displaced.
 - e. In acquiring real property, it will provide at least 90 days written notice to each lawful occupant of real property acquired, stating the date such occupant is required to move from a dwelling or to move his business or farm operation.
2. For projects resulting in the acquisition of real property:
 - a. It will fully comply with the requirements of Subpart B of 49 CFR 24.
 - b. It will adequately inform the public of the acquisition policies, requirements and payments which apply to the project.
 - c. It will make every effort to acquire real property expeditiously through negotiation.
 - d. Before the initiation of negotiations, it will have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during inspection of the property, except as provided in 49 CFR 24.102(c)(2).
 - e. Before the initiation of negotiations, it will establish an amount which it believes to be just compensation for the real property, and make a prompt offer to acquire the property for that amount; and at the same time, it will provide the owner a written statement of the basis for such amount in accordance with 49 CFR 24.102.
 - f. Before requiring any owner to surrender possession of real property it will pay the agreed purchase price; or deposit with the court, for the benefit of the owner, an amount not less than the approved appraisal of the fair market value of the property; or pay the amount of the award of compensation in a condemnation proceeding for the property.
 - g. If interest in real property is to be acquired by exercise of the power of eminent domain, it will institute formal condemnation proceedings and not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of this real property; and
 - h. It will offer to acquire the entire property, if acquisition of only part of a property would leave its owner with an uneconomic remnant.

References to 49 CFR are citations to Title 49, Code of Federal Regulations, Part 24, published in the Federal Register Vol. 54, No. 40, March 2, 1989.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments thereto, relating to the above-identified application and shall be deemed to supersede any provision therein to the extent that such provisions conflict with the assurances or agreements provided therein.

Legal Name of Applicant: City of Keokuk

Signature of Authorized Representative: _____ Date: _____

SRF Environmental Review Checklist

The following checklist outlines the information needed to start the SRF Environmental Review (ER) Services. Please provide the following to: srf-iup@dnr.iowa.gov

*Environmental Review Services will not be initiated until after all items marked **REQUIRED** are received.

Applicant Name: City of Keokuk

Applicant point of contact for environmental review (name): David Millmeyer



Telephone Number: 515-520-3050 Email: david.millmeyer@bolton-menk.com

Point of contacts role in project: Project Engineer

✓ Contact information for other stakeholders in the project:

Brian Carrol, Public Works Director, 319-524-2050 Ext. 2210, bcarrol@cityofkeokuk.org

✓ The anticipated construction start date for the proposed project. (Check ALL that apply)

☒ The anticipated construction start date on the current IUP application is correct.

☐ The anticipated construction start date has changed from the date listed in the IUP application.

• What is the new anticipated construction start date for the project? _____

☐ The proposed project schedule is dependent on other funding source(s).

• Will the construction start date be delayed if other funding is not awarded? ☐ Yes ☒ No

☐ The proposed project schedule is dependent on an existing compliance schedule.

• What is the construction start date listed in the compliance schedule? _____

✓ A description of the current project scope including: what is proposed to be constructed, specific construction methods that will be used, estimated dimensions (length, width, depth) of excavated areas and the proposed construction schedule if construction will be phased (**REQUIRED**).

A new storm sewer will be placed along Timea Street. Sizes will range from 15"-60" in diameter.

✓ Will an easement be necessary for the construction of the project?

☐ Not applicable

☒ Yes. Please indicate the status of the easement (i.e. existing, proposed, in negotiation, finalized, etc.):

Proposed

✓ Landowner permission is required for archaeological survey on private property, if needed. *Please note that archaeological survey will not begin until this permission is obtained.

☐ Yes, landowner permission has been obtained.

Does the landowner(s) have any specific requests or requirements for archeological work to be conducted?

(for example, before/after harvest)? _____ acres

☐ No, landowner permission has not been obtained at this time.

• When is landowner permission anticipated to be obtained? _____

- ✓ Indicate if any of the following ancillary impacts will result from the proposed project. (Check ALL that apply; these are *required* to be included on the site sketch)



- ☐ Abandonment or demolition (partial or entire) of existing building/structures
- ☐ Borrow pits
- ☒ Staging areas for equipment and materials
- ☒ Temporary and/or permanent easement areas
- ☒ Pavement replacement (street, driveway, sidewalk)
- ☐ New access for roads/utility lines

Pavement repair will occur as part of the concurrent street replacement project.

- ✓ A recent aerial map with the marked boundaries of the project area. The map should also include labeled location(s) of all proposed construction boundaries (include any ancillary impacts listed above as applicable). If a specific area has yet to be defined, please mark a larger area that will include the final project area.



- ☒ An aerial map of the project area map is included (**REQUIRED**):

- What is the approximate size of the total project area? 9 acres
- How much of the total project area will be impacted by ground-disturbing (excavation, grading, tree removal, etc.) construction activity? 8 acres

See ER Supplement No. 1

- ☒ A site sketch of the project area map is included with the following (**REQUIRED**):

- All locations of ground disturbance and staging areas marked
- North arrow
- A minimum of one labeled street

See ER Supplement No. 2

- ☐ Shape files have been provided (ArcGIS Shape Files including all .cpg, .dbf, .prj, .shp, .shx OR Google Earth .kml/.kmz)

- ✓ Photos with a descriptive caption (include location & direction) of the project area showing current land use and habitat. (**REQUIRED**)



- ☒ Photos with captions are included (digital files are preferred). Land use included in Supplement No. 1.

- ✓ Indicate which of the following impacts are anticipated as a result of the proposed project. (Check ALL that apply)



- ☐ Demolition, abandonment or rehabilitation of any building/structure over 50 years old. Picture(s) showing the interior and exterior façade of the building/structure should be provided. Provide the following information for each building/structure over 50 years old that will be impacted.



- What year was the building/structure originally constructed? If the exact year is unknown, provide an estimate (**REQUIRED**). _____

If the building/structure is over 45 years old, please answer the following:

- Picture(s) showing the interior and exterior façade of the building/structure should be provided.
- What is the visible material(s) of the roof, walls, and foundation? _____
- Have any additions or substantial alterations to the building/structure occurred? If so, describe what was done and when. _____

☐ Not applicable

- ☐ Brick sewers or street surfaces will be disturbed by construction activity.



☒ Not applicable

☐ Sewers

☐ Manholes

☐ Streets

☐ Other: _____

- Has a historic context (including Iowa Site Inventory Forms) been prepared for the brick sewers/street surfaces? ☐ Yes ☐ No

- Describe any planned steps to minimize adverse effect to the brick sewers/streets.

-  ☐ Existing prairie will be disturbed by construction activity. ☒ Not applicable
- How much prairie will be disturbed? _____ acres
 - Has a floral study been conducted of the prairie area? ☐ Yes ☐ No
 - Describe any planned steps to minimize adverse effect to the prairie.

-  ☒ Trees (greater than 4" diameter breast height) will be removed. ☒ Not applicable
- Will tree removal occur between October 1 and March 31 to avoid impacting federally threatened or endangered bat species during the summer maternity period? ☒ Yes ☐ No

-  ☐ Wetlands will be disturbed by construction activity. ☒ Not applicable
- How much of the wetland area will be permanently impacted? _____ acres
 - What construction method(s) are planned for the crossing? _____
 - Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

-  ☐ Planned stream/creek crossings. ☒ Not applicable
- What is the name of the stream/creek crossing? _____
 - What construction method(s) are planned for the crossing? _____
 - Will excavation activity take place to the bed, bank of the stream/creek? ☐ Yes ☐ No
 - Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

-  ☐ Planned work within a mapped 100-year flood plain. ☒ Not applicable
- What construction activity is planned within the flood plain? _____
 - What construction method(s) are planned for work within the flood plain? _____
 - If ground disturbance will occur, will pre-construction contours be restored after construction activity is completed? ☐ Yes ☐ No
 - Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

-  ☐ Planned work within state or federal owned and/or managed land. ☒ Not applicable
- What construction activity is planned within state/federal land? _____
 - Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

**In the interest of keeping your project on schedule, SRF recommends submitting the Joint Application as soon as plans are detailed enough to do so.

-  ☐ Farmland will be permanently converted to non-agricultural uses. ☒ Not applicable
- What is the total size of the farm unit(s) that contains the project area? _____ acres
 - How much of the project area has been farmed (managed for a scheduled harvest, haying, pasture or timber activity) more than 5 of the last 10 years? _____ acres
 - How much of the project area will be permanently converted from agricultural use as a result of the proposed project? _____ acres

✓ Additional comments: 



COUNCIL ACTION FORM

Date: 10-17-25

Presented By: Pam Broomhall/Casey Barnes

Subject: Nuisance Demolition - 727 Exchange St. Agenda Item: 13

Description:

727 Exchange Street is a four family conversion that has been owned by several different property owners over the last several years. The City has had the structure secured and mowed for at least the past 5 years. This roof has failed. This property even while occupied was not maintained.

Three bids were received, low bidder was is W & S in the amount of \$12,250, high bid was \$18,000.

As required the property owner, Integrity Investment Reo Holdings, LLC, Chicago, IL, will be billed for the demolition, if not paid within 30 days, a lien will be placed on the properties.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-170-6490 Title: Other professional service

Amount Budgeted: \$180,000.00

Actual Cost: \$12,250.00

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve mayor to sign demolition contract.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEMOLITION
CONTRACT FOR A FOUR FAMILY CONVERSION LOCATED AT 727
EXCHANGE STREET**

WHEREAS, the city solicited bids to demolish an abandoned four family conversion located at 727 Exchange Street, and:

WHEREAS, 727 Exchange Street has been posted unsafe to occupy and a dangerous building due to general long-term neglect, the property has had numerous owners over the past several years with no effort to maintain the structure or the property in general.

WHEREAS, three bids were received, the low bid was submitted by W & S Contracting of Keokuk in the amount of \$12,250.00.

**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 W & S Contracting in the amount of twelve thousand, two hundred and fifty dollars (\$12,250.00), and authorizes the mayor to sign a contract for said demolition.

Passed & Approved this 20th day of November 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: November 20, 2025

Presented By: Ferneau

Subject: Asbestos Removal at Elkem Site Agenda Item: 14

Description:

Clean-up work at the former Elkem Site, our Brownfields project, is progressing. Removal of approximately 25 barrels on the property have been removed over the past two months. The next step in the cleanup process is the removal of asbestos on the site. Work will occur on property associated with both of the first two grants, for Plat 1 as well as Auditor's Parcel D site. We are looking to set a public hearing on the proposed work for the January 5, 2026 Council meeting, with work on asbestos removal anticipated to be completed by April 2026. The Resolution under consideration will approve the scope of work, the form of contract to be entered, authorize the City to go out for bid on the project work, and set a public hearing to consider the project for the January 5, 2026 Council meeting. The work to be performed is within the scope of work envisioned to be completed by the EPA grants awarded to the City, and expenses will be covered by the respective grants for each of the property sites. Actual Resolution is being prepared by the Engineer. Recommend approval of the Resolution.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 304-750-6490 Title: Brownfield Capital Project

Amount Budgeted: 2,000,000

Actual Cost: _____

Under/Over: _____

Funding Sources:

EPA Grant Funding

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Recommend approval.

Recommend approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR ASBESTOS REMOVAL AT THE FORMER ELKEM SITE, PLAT 1 AND AUDITOR'S PARCEL D AND THE TAKING OF BIDS THEREFORE

WHEREAS, the City of Keokuk, Iowa was awarded two separate Environmental Protection Agency cleanup grants at the Former Elkem Site for Plat 1 (4B96705501) and Auditor's Parcel D (4B-96716601); and

WHEREAS, part of the cleanup process for Plat 1 and Auditor's Parcel D of the Former Elkem Site involves the removal of asbestos; and

WHEREAS, the city intends to take bids from private contractors for the removal of asbestos; and

WHEREAS, a public hearing must be held prior to award of the contract on the proposed plans, specifications, form of contract, and estimate of cost estimate to remove asbestos.

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

Section 1. The contract documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The project is hereby determined to be necessary and desirable for the city, and furthermore, it is hereby found to be in the best interests of the city to proceed toward the cleanup of Plat 1 and Auditor's Parcel D of the Former Elkem Site.

Section 3. A public hearing shall be held on January 5, 2026 at 5:30 PM at City Hall, 501 Main Street, Keokuk, Iowa.

Section 4. The City Clerk is hereby authorized and directed to publish notice of said public hearing on the contract documents for the project in a newspaper of general circulation in the city, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing

Section 5. The amount of the bid security to accompany each bid is hereby fixed at 5% of the total amount of the bid.

Section 6. The City Clerk is hereby directed to give notice of the bid letting for the project by posting notice in each of the following places: (i) on the City of Keokuk website; (ii) Iowa League of Cities Classified website; (iii) in any relevant contractor plan room services or construction lead generating service websites with statewide circulation.

PASSED, APPROVED, AND ADOPTED this 20th day of November 2025.

Mayor – K.A. Mahoney

ATTEST:

City Clerk, Celeste Anfaoui