

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

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizens' Request.
6. Consent Agenda.
 - Minutes of the Regular Council meeting of October 16, 2025;
 - Resolution 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 Henoach 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;
7. Consider resolution approving the Annual Urban Renewal Report for Fiscal Year 2024/25.
8. Consider resolution approving the purchase of a 2026 International Dump Truck for the Street Department.
9. Consider resolution setting bid letting, public hearing and award of contract for Main Street & North 7th Street Traffic Signal.
10. Consider resolution approving Financial Support for Great River Housing Trust Fund for Fiscal Year 2027.
11. Consider resolution approving professional services agreement with Stanley Consultants.
12. Consider resolution authorizing the Mayor to sign a demolition contract for two single-family dwellings located at 407 & 415 Timea Street.
13. Consider 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.
14. Consider resolution to amend Contract #24-648 regarding Administration Fees for Keokuk Pilot Rehabilitation Block Grant.
15. Council Liaison Reports:
16. Staff Reports:
17. New Business:
18. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
October 16, 2025
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on October 16, 2025, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were nine council members present, none absent. Carissa Crenshaw, Dorothy Cackley, Devon Dade, 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, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Chief of Police Zeth Baum, Fire Chief Gabe Rose, Water Pollution Control Manager Tom Wills, and Code Enforcement/Housing Casey Barnes.

MAYOR’S CORRESPONDENCE: Informed of upcoming area events and open positions on Boards & Commissions.

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

- Minutes of the Regular Council meeting of October 2, 2025;
- Cash Receipts & Treasurer’s Report for September 2025;
- **RESOLUTION NO. 284-2025:** Approving a Liquor License Gate City Restaurant and Bar, 2601 Main Street, Class C Retail Alcohol License – effective October 24, 2025;
- **RESOLUTION NO. 285-2025:** Approving a Liquor License Southside Boat Club, 625 Mississippi River Drive, Class F Retail Alcohol License – effective October 31, 2025;
- **RESOLUTION NO. 286-2025:** Approving a Liquor License ALDI Inc. #15, 3379 Main Street, Class B Retail Alcohol License -effective November 7, 2025;
- **RESOLUTION NO. 287-2025:** Approving Urban Revitalization Tax Exemption for Stephen Rogers, 1518 Franklin Street, detached garage;
- Re-appointment of Kyle Riddle to the Park & Recreation Advisory Board, term to expire November 2, 2028;
- Appointment of Erin White to the Convention & Tourism Bureau, term to expire December 31, 2028;
- Motion to pay bills and transfers listed in Register No.’s 5501-5503;

OLD BUSINESS:

Motion made by Greenwald, second by Crenshaw to remove from table.

Motion to approve the initial reading by Tillman, second by Bryant made at the October 2, 2025, council meeting of an Ordinance amending Section 9.28.040 dealing with parking regulations.

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

Dennis McGregor, Lieutenant Governor of Zone 10 of the Optimist Club, provided information to the Council and reported that he is in the process of establishing an Optimist Club in the Keokuk area.

NEW BUSINESS:

Motion made by Dade, second by Crenshaw to approve the following proposed **RESOLUTION NO. 288-2025**: “ A RESOLUTION AUTHORIZING THE PURCHASE OF A COPIER FOR CITY HALL.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Crenshaw to approve the following proposed **RESOLUTION NO. 289-2025**: “ A RESOLUTION APPROVING AGREEMENT WITH MCCLURE ENGINEERING FOR TAXIWAY A & D LIGHTING PROJECT NO. 3-19-0050-028-2026.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Crenshaw, second by Dade to approve the following proposed **RESOLUTION NO. 290-2025**: “ A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEMOLITION CONTRACT FOR A SINGLE-FAMILY DWELLING LOCATED AT 1012 BLONDEAU STREET.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 291-2025**: “ A RESOLUTION APPROVING CONTRACT FOR JOHNSON STREET MILL & FILL.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Crenshaw to approve the following proposed **RESOLUTION NO. 292-2025**: “ A RESOLUTION AUTHORIZING INTERNAL LOAN FROM GENERAL FUND TO TAX INCREMENT REVENUE FUND.” (9) AYES, (0) NAYS. Motion carried.

Michael McCoy, MD, President and CEO of Great River Health Systems, provided an update on the services offered in Keokuk and the surrounding areas. He also discussed recent updates, future plans, and the organization’s transition to the Epic system for electronic health records management.

STAFF REPORTS: Carroll provided information regarding an award for the S. 18th Street project, noting that it will be received on November 6th, and also gave an update on paving for the Grand Avenue project. Ferneau informed the Council that Stanley Consultants will be assisting with the pretreatment program going forward. Wills provided an update on pretreatment activities.

NEW BUSINESS: Tillman addressed allegations concerning the Keokuk Volunteer Emergency Corps (KVEC) and related funds. Katie Hamelton provided background on the historical operations of KVEC, raised questions regarding the disposition of KVEC funds, and inquired about background checks. Baum noted that he has conducted several background checks on individuals that Tillman intends to bring onto the organization. The Mayor informed both parties that they would need to retain legal counsel and resolve their disputes through that process.

Motion made by Walker, second by Dade to adjourn the meeting at 7:06 p.m.

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR
DR. GET WELLS BAR & GRILL, 1100 MAIN STREET**

WHEREAS, Application has been made by Get Wells Corporation for a Class C Retail Alcohol License for Dr Get Wells Bar & Grill, 1100 Main Street; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Get Wells Corporation has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License for Dr Get Wells Bar & Grill, 1100 Main Street, effective November 24, 2025, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 6TH day of November 2025.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF NOVEMBER 6, 2025.

REGISTER NO. 5504

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 124.00
ALTORFER INC.	PARTS	\$ 750.26
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL SEPT.2025	\$ 150.00
GRAY QUARRIES, INC	ROADROCK STREET & SEWER DEPT.	\$ 870.72
JIM BAIER, INC	PARTS	\$ 581.31
RIVER CITY PARTS, INC.	PARTS	\$ 76.70
KERR FABRICATORS, INC.	FAB WORK SANITATION DEPT.	\$ 90.50
S. J. SMITH WELDING SUPPLY	SUPPLIES	\$ 143.28
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 1,677.75
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 2,373.00
TASKE FORCE, INC.	SERVICE	\$ 20,286.99
GALLS, LLC	SUPPLIES	\$ 178.97
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 15.17
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 166.97
ALLIANT	SERVICE	\$ 19,038.54
PETTY CASH-KEOKUK LIBRARY	COOKING CRAFTS	\$ 27.22
THE CARDBOARD BOX	UPS CHARGES WWTP	\$ 69.30
CENTURY LINK	SERVICE	\$ 963.19
GREAT RIVER REGIONAL WASTE	SERVICE	\$ 10,201.34
AIRGAS USA, LLC	SUPPLIES SEWER DEPT.	\$ 284.40
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES WPC	\$ 230.10
SHOEMAKER & HAALAND	ENG SERV RIVERFRONT TRAIL CONST.	\$ 12,732.92
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 268.99
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$ 778.00
GOODYEAR AUTO SERVICE CENTER	TIRES POLICE DEPT.	\$ 500.00
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS	\$ 159.99
W. L. MILLER COMPANY	SEAL COAT OIL STREET DEPT.	\$ 43,377.60
DOWNEY'S FIRE EQUIPMENT	FIRE EXTINGUISHER RECHARGE	\$ 24.00
HILL PRINTING	250 CITY TAGS ANIMAL SERVICES	\$ 195.00
HY-VEE, INC.	SUPPLIES	\$ 23.82
GOLDSTEIN-SCHWARTZ, INC	6'X42'GAS DIGESTER HOSE-WWTP	\$ 13,684.86
DEPARMMENT OF INSPECTIONS,	3 CERT FEE'S SEWAGE PLANT	\$ 120.00
LEE COUNTY HEALTH DEPARTMENT	HOLDING TANK INSPECTION OCT.2025	\$ 150.00
SEIRPC	EPA BROWNFIELD CLEANUP GRANT	\$ 9,018.79
NORTH CENTRAL LABORATORIES	LAB SUPPLIES WPC	\$ 1,446.46
YOUNGGREN SHOES	SAFETY BOOTS DANIEL CRENSHAW	\$ 120.00
NIEMANN FOODS, INC./ACE	PARTS/SUPPLIES	\$ 445.54
IOWA PRISON INDUSTRIES	SIGNS	\$ 487.08
CENTRE STATE INTERNATIONAL	2026 INTERNATIONAL DUMP TRUCK	\$ 106,175.99
TERMINAL SUPPLY CO.	PARTS/SUPPLIES	\$ 484.85

REGISTER NO. 5505

FASTENAL COMPANY	PARTS/SUPPLIES	\$ 57.78
KEOKUK COMMUNITY SCHOOL	3RD QUARTER FRANCHISE FEES	\$ 2,249.26
USA BLUE BOOK	SUPPLIES SEWER DEPT.	\$ 1,110.58
FRANK MILLARD & CO., INC.	LABOR/MATERIAL @ LIBRARY	\$ 1,350.00
WORLD BOOK SCHOOL AND LIBRARY	SUPPLIES	\$ 722.50
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$ (470.20)
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 1,452.42
PAUL S. KELLY SR.	MOTOR REPLACEMENT/FREIGHT WWTP	\$ 3,825.00
CAPITAL ONE	SUPPLIES	\$ 1,326.62
MENARD INC.	SUPPLIES @ AIRPORT	\$ 15.59
SCHIMBERG CO.	SERVICE	\$ 419.33
MEDIACOM	SERVICE	\$ 854.58
LCL FARMS INC.	BIO SOLID SPREADING OCT.2025	\$ 6,500.00
MES SERVICE COMPANY, LLC	CYL&VLV,CARB KEOKUK FIRE DEPT.	\$ 2,994.09
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$ 82.58
STACEY J. HAWKINS	SERVICE @ S. 7TH STREET	\$ 700.00
KEVIN B. FEEHAN	PREFORM VEGETATION BARE GROUND	\$ 12,047.00
ZETH BAUM	REIMB.POSTAGE FOR KPD	\$ 11.90
LEE COUNTY TREASURER	LIENS NUISANCE HOUS.ABATEMT	\$ 225.00
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING-CITY HALL/LIBRARY	\$ 280.00
SHIELD TECHNOLOGY CORPORATION	2 SHIELDWARE MOBILE KFD	\$ 400.00
ROQUETTE AMERICA INC.	FRANCHISE FEES	\$ 29,007.99
CARD SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 426.15
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$ 36.00
MACQUEEN EQUIPMENT, INC.	PARTS SEWER DEPT.	\$ 1,296.54
WEST CENTRAL FS INC.	BULK UNLEADED FUEL	\$ 19,285.66
KLINGNER & ASSOCIATES, P.C.	PROF.FEE LANDFILL MONITORING	\$ 835.60
INTERSTATE BATTERIES OF	BATTERIES	\$ 172.95
VERIZON WIRELESS	SERVICE	\$ 154.22
ASKEW SCIENTIFIC CONSULTING	CSO #2FIRST FLUSH STUDY/PARTS	\$ 1,026.80
DARKSIDE TINT & GRAPHIX	12X18 ALUM SIGN BLDG/ZONING	\$ 35.00
THERMO FISHER SCIENTIFIC	BALLAST,SMART2PURE,MICROPURE	\$ 394.98
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 116.00
LIBERTY UTILITY IOWA	SERVICE	\$ 2,174.17
WhenToWork, LLC	ONLINE SCHEDULING-PUB.LIBRARY	\$ 230.00
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 671.50
KIMBALL MIDWEST	PARTS SEWER DEPT.	\$ 464.88
RICOH USA, INC.	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 46.83
ICONNECTYOU	SERVICE	\$ 330.00
GREAT LAKES BOAT CO.	KVEC BOAT PARTS/SHIPPING	\$ 1,134.89
RICOH USA, INC.	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 126.00
DOUG EWING PHOTO	KPD HEADSHOTS-2	\$ 200.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 900.00

REGISTER NO. 5506

AC CONTRACTING LLC	REMOVAL OF TREES & CEMETERY	\$ 7,850.00
CASEY BARNES	REIMB.WASH CITY VEHICLE	\$ 11.00
NORRIS ASPHALT PAVING	1/2' SURFACE STREET DEPT.	\$ 792.00
SHARED IT INC	IT SERVICES KPD & KFD	\$ 267.50
DRAKE HARDWARE & SOFTWARE	CONSULTING KEO.PUBLIC LIBRARY	\$ 115.00
NAPA AUTO PARTS	PARTS SEWER DEPT.	\$ 185.25
NORTHWEST MECHANICAL, INC	WORK ORDER 97041 PARTS WWTP	\$ 1,000.48
SCOTT'S ULTRA CLEAN LLC	JANITORIAL LIBRARY NOV.2025	\$ 1,375.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 2,319.97
BEN WYATT	REIMB.CDL-NOW LICENSE KFD	\$ 1,150.00
GINA DEAN	LABOR/SUPPLIES @ GRAND THEATRE	\$ 210.00
EVORA ENERGY, LLC	LABOR/TRIP/TRUCK @ AIRPORT	\$ 488.50
911 CUSTOM	POLICE DEPARTMENT VEST (4)	\$ 3,500.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$ 315.00
ELITE LAWN AND LANDSCAPE LLC	NUISANCE MOWINGS	\$ 3,600.00
ACCESS SYSTEMS LEASING	SERVICE KEOKUK PUBLIC LIBRARY	\$ 262.74
JONES CONTRACTING CORP.	CONTRACT WORK	\$ 350,139.02
CENGAGE LEARNING INC./GALE	SERVICE KEOKUK PUBLIC LIBRARY	\$ 186.48
EOCENE ENVIRONMENTAL GROUP, INC	ENVIRONMENTAL REVIEW	\$ 25,694.93
PORTA-BUBS LLC	REG/HANDICAP UNIT @ PARKS	\$ 845.00
ABC FIRE EXTINGUISHER SALES &	2 NEW EXTINGUISHERS,SERV.CHARG	\$ 949.52
MICHELLE MORTIMER	GRAND THEATRE MANAGER FEE	\$ 431.01
POINTE PEST CONTROL-IL, LLC	2BATTERY DEODORIZER @ LIBRARY	\$ 14.90
GT MOLECULAR, INC.	ENVIRONMENTAL WATER KIT TESTG	\$ 250.00
JOHN HENRY FOSTER COMPANY OF	5HP MOTOR WWTP	\$ 2,794.00
Accounts Payable Total		\$ 748,461.09



COUNCIL ACTION FORM

Date: November 6, 2025

Presented By: Ferneau

Subject: FY 24/25 Annual URA Report Agenda Item: 7

Description:

Each year we are required to report on our use of TIF funds within our Urban Renewal Area (URA). Prior to submission to the State of Iowa, the report must be approved by the City Council. The report is attached for your review.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

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 APPROVING THE ANNUAL URBAN RENEWAL
REPORT FOR FISCAL YEAR 2024/25**

WHEREAS, the City of Keokuk, Iowa, has established urban renewal areas within its jurisdiction pursuant to Chapter 403 of the Code of Iowa; and

WHEREAS, the City is required to prepare and submit an annual urban renewal report for the preceding fiscal year to the Iowa Department of Management in accordance with Section 403.23 of the Code of Iowa; and

WHEREAS, the annual urban renewal report includes information on the urban renewal areas, activities undertaken, financial status, and other required details for fiscal year 2024/25; and

WHEREAS, the City Council has reviewed the annual urban renewal report and finds it to be in compliance with statutory requirements and reflective of the City's urban renewal efforts;

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

1. **Approval of Report:** The annual urban renewal report for fiscal year 2024/25, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.
2. **Authorization to Submit:** The City Administrator is hereby authorized and directed to submit the approved report to the Iowa Department of Management on behalf of the City of Keokuk, Iowa, as required by law.
3. **Effective Date:** This resolution shall be in full force and effect immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED this 6th day of November 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Levy Authority Summary

Local Government Name: KEOKUK
 Local Government Number: 56G533

Active Urban Renewal Areas

	U.R. #	# of Tif Taxing Districts
KEOKUK SENIOR LOFTS UR	56147	1
AMENDED TWIN RIVER UR	56301	7

TIF Debt Outstanding: 20,400,654

TIF Sp. Rev. Fund Cash Balance		Amount of 07-01-2024 Cash Balance
as of 07-01-2024:	58,558	0
		Restricted for LMI

TIF Revenue:	1,569,643	
TIF Sp. Revenue Fund Interest:	0	
Property Tax Replacement Claims	15,036	
Asset Sales & Loan Repayments:	0	
Total Revenue:	1,584,679	

Rebate Expenditures:	10,268	
Non-Rebate Expenditures:	1,234,769	
Returned to County Treasurer:	0	
Total Expenditures:	1,245,037	

TIF Sp. Rev. Fund Cash Balance		Amount of 06-30-2025 Cash Balance
as of 06-30-2025:	398,200	0
		Restricted for LMI

Year-End Outstanding TIF

Obligations, Net of TIF Special

Revenue Fund Balance: 18,757,417

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: KEOKUK SENIOR LOFTS UR
 UR Area Number: 56147

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
KEOKUK CITY/KEOKUK SCH/KEOKUK SENIOR LOFTS UR TIF INCREMENT	560147	560148	490,200

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,820,570	0	0	0	1,820,570	0	1,820,570
Taxable	0	0	1,573,027	0	0	0	1,573,027	0	1,573,027
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024: **0** **0** **Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025: **0** **0** **Amount of 06-30-2025 Cash Balance Restricted for LMI**

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: KEOKUK SENIOR LOFTS UR (56147)
 TIF Taxing District Name: KEOKUK CITY/KEOKUK SCH/KEOKUK SENIOR LOFTS UR TIF INCREMENT
 TIF Taxing District Inc. Number: 560148
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,820,570	0	0	0	1,820,570	0	1,820,570
Taxable	0	0	1,573,027	0	0	0	1,573,027	0	1,573,027
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,330,370	490,200	490,200	0	0

FY 2025 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR
 UR Area Number: 56301

UR Area Creation Date: 07/1990

UR Area Purpose: Renewal activities designed to provide opportunities, community economic incentives, and sites for development purposes, industrial and commercial including new and expanded industrial and commercial development.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
KEOKUK CITY/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT	560067	560068	30,398,191
KEOKUK CITY AG/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT	560069	560070	0
KEOKUK CITY/KEOKUK SCH/KEOKUK SR HOUSING UR TIF INCREMENT	560111	560112	1,327,956
KEOKUK CITY/KEOKUK SCH/DOWNTOWN KEOKUK UR TIF INCREMENT	560117	560118	287,747
KEOKUK CTIY/KEOKUK SCH/NORTH MAIN STR KEOKUK UR INCREMENT	560141	560142	3,335,792
KEOKUK CITY/KEOKUK SCH/2020 PARCEL AMENDMENT TIF INCREM	560151	560152	4,657
AMENDMENT NO. 7 SUBAREA INCREMENT	560153	560154	3,021,372

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	5,333,599	25,350,913	40,770,680	0	-40,000	71,415,192	0	71,415,192
Taxable	0	2,471,735	17,359,804	36,034,404	0	-40,000	55,790,193	0	55,790,193
Homestead Credits									37

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024: 58,558 0 **Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue: 1,569,643
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 15,036
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,584,679

Rebate Expenditures: 10,268
 Non-Rebate Expenditures: 1,234,769
 Returned to County Treasurer: 0
Total Expenditures: 1,245,037

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025: 398,200 0 **Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For AMENDED TWIN RIVER UR

Aquatic Center

Description:	New Aquatic Center -2020 bond
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Waste Water Treatment Plant and Sewer Improvements

Description:	Plant and Sewer System imp. - 2022 belt press
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

2009-2010 Street Projects

Description:	Street Resurfacing-2020 bond
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

2010 Streets and Refunding

Description:	Finish 2010 Street Projects-2020 bond
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Grand Avenue Street Project

Description:	from 4th to 15th & Grand Avenue-2020 bond
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Administrative Expenses

Description:	Administrative Expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Economic Development

Description:	Economic Development
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

SE IA Development Center

Description:	Vertical Development Park-2019 bond
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

TRI STATE VET CLINIC

Description:	TRI STATE VET CLINIC
Classification:	Commercial-Medical
Physically Complete:	Yes
Payments Complete:	No

J4 PROPERTIES

Description:	J4 PROPERTIES
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

2010 CSO BOND

Description:	2010 CSO BOND-Soap Creek
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

2013 WPC BOND

Description:	2013 WPC BOND
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

2015 VICTORY PARK BOND

Description:	2015 VICTORY PARK BOND
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

2024 RAND PARK BOND

Description:	2024 RAND PARK BOND
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

2023 Street Improvements

Description:	minor street improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For AMENDED TWIN RIVER UR

2016A GO Issue Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,270,000
Interest:	101,440
Total:	1,371,440
Annual Appropriation?:	No
Date Incurred:	06/16/2016
FY of Last Payment:	2030

2016B GO Issue Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,910,000
Interest:	130,135
Total:	2,040,135
Annual Appropriation?:	No
Date Incurred:	06/16/2016
FY of Last Payment:	2029

Administrative Expenses-Econ Dev

Debt/Obligation Type:	Internal Loans
Principal:	162,900
Interest:	0
Total:	162,900
Annual Appropriation?:	Yes
Date Incurred:	07/01/2016
FY of Last Payment:	2025

2019A GO Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,800,000
Interest:	803,778
Total:	2,603,778
Annual Appropriation?:	No
Date Incurred:	05/16/2019
FY of Last Payment:	2038

2020 GO Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,430,000
Interest:	316,150
Total:	3,746,150
Annual Appropriation?:	No
Date Incurred:	03/11/2020
FY of Last Payment:	2033

2010 CSO Soap Creek BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,109,000
Interest:	80,115
Total:	1,189,115
Annual Appropriation?:	No
Date Incurred:	01/20/2010
FY of Last Payment:	2031

2013 WPC BOND

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,795,000
Interest:	173,813
Total:	3,968,813
Annual Appropriation?:	No
Date Incurred:	12/20/2013
FY of Last Payment:	2034

2015 VICTORY PARK

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,668,000
Interest:	202,014
Total:	2,870,014
Annual Appropriation?:	No
Date Incurred:	06/05/2015
FY of Last Payment:	2035

2024 RAND PARK

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,251,241
Interest:	167,068
Total:	2,418,309
Annual Appropriation?:	No
Date Incurred:	03/01/2024
FY of Last Payment:	2029

2023 Street Improvements

Debt/Obligation Type:	Internal Loans
Principal:	30,000
Interest:	0
Total:	30,000
Annual Appropriation?:	No
Date Incurred:	11/16/2023
FY of Last Payment:	2025

Non-Rebates For AMENDED TWIN RIVER UR

TIF Expenditure Amount:	162,900
Tied To Debt:	Administrative Expenses-Econ Dev
Tied To Project:	Administrative Expenses

TIF Expenditure Amount:	124,112
Tied To Debt:	2016A GO Issue Refunding
Tied To Project:	2009-2010 Street Projects

TIF Expenditure Amount:	406,540
Tied To Debt:	2016B GO Issue Refunding
Tied To Project:	2010 Streets and Refunding

TIF Expenditure Amount:	441,600
Tied To Debt:	2020 GO Refunding
Tied To Project:	2010 Streets and Refunding

TIF Expenditure Amount:	69,617
Tied To Debt:	2019A GO Issue
Tied To Project:	SE IA Development Center

TIF Expenditure Amount:	0
Tied To Debt:	2010 CSO Soap Creek BOND
Tied To Project:	2010 CSO BOND

TIF Expenditure Amount:	0
Tied To Debt:	2013 WPC BOND
Tied To Project:	2013 WPC BOND

TIF Expenditure Amount:	0
Tied To Debt:	2015 VICTORY PARK
Tied To Project:	2015 VICTORY PARK BOND

TIF Expenditure Amount:	0
Tied To Debt:	2024 RAND PARK
Tied To Project:	2024 RAND PARK BOND

TIF Expenditure Amount:	30,000
Tied To Debt:	2023 Street Improvements
Tied To Project:	2023 Street Improvements

Rebates For AMENDED TWIN RIVER UR

TRI STATE VET CLINIC

TIF Expenditure Amount:	10,268
Rebate Paid To:	TRI STATE VET CLINIC
Tied To Debt:	2020 GO Refunding
Tied To Project:	TRI STATE VET CLINIC
Projected Final FY of Rebate:	2025

J4 PROPERTIES

TIF Expenditure Amount:	0
Rebate Paid To:	J4 PROPERTIES
Tied To Debt:	2020 GO Refunding
Tied To Project:	SE IA Development Center
Projected Final FY of Rebate:	2027

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR (56301)
 TIF Taxing District Name: KEOKUK CITY/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT
 TIF Taxing District Inc. Number: 560068
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	07/1990
Economic Development	07/1990

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	392,980	697,390	40,384,630	0	-8,000	41,467,000	0	41,467,000
Taxable	0	182,116	406,432	35,817,931	0	-8,000	36,398,479	0	36,398,479
Homestead Credits									6

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	11,076,809	30,398,191	30,398,191	0	0

FY 2025 TIF Revenue Received: 1,301,087

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR (56301)
 TIF Taxing District Name: KEOKUK CITY AG/KEOKUK SCH/TWIN RIVER UR TIF INCREMENT
 TIF Taxing District Inc. Number: 560070
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	9,590	0	0	0	0

FY 2025 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR (56301)
 TIF Taxing District Name: KEOKUK CITY/KEOKUK SCH/KEOKUK SR HOUSING UR TIF INCREMENT
 TIF Taxing District Inc. Number: 560112

TIF Taxing District Base Year:	1999	UR Designation	No
FY TIF Revenue First Received:	2003	Blighted	08/2000
Subject to a Statutory end date?	No	Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,214,060	459,320	0	0	-20,000	2,653,380	0	2,653,380
Taxable	0	1,026,054	347,902	0	0	-20,000	1,327,956	0	1,327,956
Homestead Credits									19

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,224,072	1,327,956	1,327,956	0	0

FY 2025 TIF Revenue Received: 62,268

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR (56301)
 TIF Taxing District Name: KEOKUK CITY/KEOKUK SCH/DOWNTOWN KEOKUK UR TIF INCREMENT
 TIF Taxing District Inc. Number: 560118

TIF Taxing District Base Year:	2001	UR Designation	No
FY TIF Revenue First Received:	2007	Blighted	No
Subject to a Statutory end date?	Yes	Economic Development	01/2001
Fiscal year this TIF Taxing District statutorily ends:	2022		

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	93,254	395,796	0	0	0	489,050	0	489,050
Taxable	0	43,217	244,530	0	0	0	287,747	0	287,747
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	114,202	287,747	287,747	0	0

FY 2025 TIF Revenue Received: 17,117

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR (56301)
 TIF Taxing District Name: KEOKUK CTIY/KEOKUK SCH/NORTH MAIN STR KEOKUK UR INCREMENT
 TIF Taxing District Inc. Number: 560142
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 0
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,851,960	0	0	0	3,851,960	0	3,851,960
Taxable	0	0	3,335,792	0	0	0	3,335,792	0	3,335,792
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	167,400	3,335,792	3,335,792	0	0

FY 2025 TIF Revenue Received: 172,791

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
 Urban Renewal Area: AMENDED TWIN RIVER UR (56301)
 TIF Taxing District Name: KEOKUK CITY/KEOKUK SCH/2020 PARCEL AMENDMENT TIF INCREM
 TIF Taxing District Inc. Number: 560152
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2022
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	07/1990
Economic Development	07/1990

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	10,050	0	0	0	10,050	0	10,050
Taxable	0	0	4,657	0	0	0	4,657	0	4,657
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	4,657	4,657	0	0

FY 2025 TIF Revenue Received: 292

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: KEOKUK (56G533)
Urban Renewal Area: AMENDED TWIN RIVER UR (56301)
TIF Taxing District Name: AMENDMENT NO. 7 SUBAREA INCREMENT
TIF Taxing District Inc. Number: 560154
TIF Taxing District Base Year: 2021
FY TIF Revenue First Received:
Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,633,305	19,936,397	386,050	0	-12,000	22,943,752	0	22,943,752
Taxable	0	1,220,348	13,020,491	216,473	0	-12,000	14,435,562	0	14,435,562
Homestead Credits									12

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	19,934,380	3,021,372	3,021,372	0	0

FY 2025 TIF Revenue Received: 16,088



COUNCIL ACTION FORM

Date: November 6, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: Purchase of 2026 International Dump Truck Agenda Item: _____

Description:

Purchase of a 2026 International Model HV507 Dump Truck for \$106,175.99 as approved in the FY 25-26 Budget. Pricing is per sourcewell contract.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 670-840-6710 Title: CAP EQUIP/ROADWAY MAINT

Amount Budgeted: \$327,328

Actual Cost: \$106,175.99

Under/Over: _____

Funding Sources:

Bond

Departments:

Street Department

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING THE PURCHASE OF A
2026 INTERNATIONAL DUMP TRUCK FOR THE STREET DEPARTMENT**

WHEREAS the public works department is requesting permission to purchase a 2026 International dump truck, Model HV507, for the street department in the amount of \$106,175.99; and

WHEREAS the dump truck purchase was budgeted for in the 25-26 fiscal year.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that approval be granted to purchase a 2026 International dump truck for \$106,175.99.

Passed this 6th day of November 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

INVOICE



Centre State International Trucks, Inc.

16282 DMC HWY 34 P.O. Box 546 West Burlington IA 52655

Phone 319-753-6539

IDEALLEASE

Fax 319-753-0086



Toll free 800-747-2748

Jacksonville, IL • www.centrestate.com • Peoria, IL

Invoice: **02T2032**
Invoice Date: **09/12/2025**
Deal/Packet: **2644/1**
Branch: **Burlington**
Department: **Sales**

Bill-To:

KEOKUK, CITY OF
PO BOX 400
KEOKUK, IA 52632

Ship-To:

KEOKUK, CITY OF
PO BOX 400
KEOKUK, IA 52632

ID: 20370
+ SOLD UNIT(S)

Ph: 319-524-8387

P/O:

Salesperson: **SAMUEL CRAIG**

Stock Number: **TL436025**

Price: \$106,175.99

VIN: **3HAEDMMR6TL436025**

Year: **2026**

Make: **INTERNATIONAL**

Model: **HV507**

Total Sold Unit(s):	\$106,175.99
Total FET:	\$0.00
Total:	\$106,175.99
Net:	\$106,175.99

Balance Due: \$106,175.99

Terms

Due: 09/12/2025

Remit Balance Due To:

Centre State International Trucks - Burlington
P. O. Box 546
West Burlington, IA 52655

The undersigned acknowledges receipt of the above referenced vehicle(s) and equipment from Seller. For the consideration received, the Seller hereby does sell and assign vehicle(s) to Customer, and Customer hereby assumes the risk of loss thereof. The undersigned further acknowledges the vehicle(s) are covered only by manufacturer's warranties and Seller provides no other warranties, either oral or written, expressed or implied with respect to the vehicle(s) or their condition. Seller specifically disclaims any warranty of merchantability or fitness for any particular purpose. Funds are to be cashier/certified check or wire transfer for immediate release of title and/or truck.

X _____ Date: _____



COUNCIL ACTION FORM

Date: November 6, 2025

Presented By: B. Carroll, PWD *BL*

Subject: Main Street & North 7th Traffic Signal Agenda Item: _____

Description:

Plans and specifications for the Main Street and North 7th Street Traffic Signal Project have been completed by Bolton & Menk, INC. of Cedar Rapids, IA. I would recommend that Tuesday, November 25, 2025 at 11:00 a.m. be set as the date and time for the receipt of bids for said project.

I would further recommend that, Thursday, December 4, 2025, at 5:30 p.m. be set as the date and time for a public hearing on the proposed plans, specifications, form of contract and estimate of cost and award of contract for the Main Street & North 7th Street Traffic Signal Project.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Recommends approval to set bid letting and public hearing and award of contract for the Main Street & North 7th Street Traffic Signal Project.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION SETTING BID LETTING, PUBLIC HEARING AND AWARD
OF CONTRACT FOR
MAIN STREET & NORTH 7TH STREET TRAFFIC SIGNAL**

WHEREAS that plans and specifications for the Main Street & North 7th Street Traffic Signal Project have been completed by Bolton & Menk, INC of Cedar Rapids, IA; and

WHEREAS that Tuesday, November 25, 2025, at 11:00 a.m. be set as the date and time for the receipt of bids for said project; and

WHEREAS that Thursday, December 4, 2025, at 5:30 p.m. be set as the date and time for a public hearing on the proposed plans, specifications, form of contract and estimate of cost and award of contract.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that dates and times be set for the bid letting, public hearing, and award of contract for the Main Street & North 7th Street Traffic Signal Project.

Passed this 6th day of November 2025

Mayor – Kathie Mahoney

Attest – Celeste El Anfaoui

SECTION 00100 - NOTICE TO BIDDERS

Main St & N 7th St Traffic Signal
City of Keokuk
Keokuk, Iowa

Receipt and Opening of Sealed Proposals. Sealed proposals for the work comprising the repair or improvement as stated below must be filed before 11:00 A.M. on November 25, 2025, in the office of the City Council, 501 Main Street, Keokuk, Iowa 52632. Sealed proposals will be opened and publicly read with bids being tabulated at that time. The results will be reported to the City of Keokuk at its meeting at 5:30 P.M. on December 4, 2025, at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Keokuk City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to be in the best interest of the City of Keokuk.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the contract must be complete on or before July 1, 2026. Liquidated damages are as set forth in Section 00500 – Contract.

Bid Security. Each Bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a contract for the work bid upon. The Bidder's security shall be in an amount equal to 5 (five) percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications. If the Bidder fails to execute the contract and to furnish an acceptable Performance, Payment, and Maintenance Bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 401 1st Street SE, Suite 201, Cedar Rapids, IA 52401. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering QuestCDN Project #9937807 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The Bidder shall not include sales tax in the bid. The City of Keokuk will distribute tax exemption certificates and authorization letters to the contractor and all subcontractors who are identified. The contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the contract.

PROJECT DESCRIPTION: Intersection improvements that include traffic signal pole replacement, pedestrian indication updates, and sidewalk reconstruction.

The Notice is given by order of the City Council of the City of Keokuk.

Celeste El Anfaoui
City Clerk



COUNCIL ACTION FORM

Date: November 3, 2025

Presented By: Broomhall/ Sara Hecox

Subject: Resolution requesting a match for Southeast Iowa Housing Trust Fund Agenda Item: 10

Description:

Great River Housing Trust Fund promotes affordable housing in Southeast Iowa through rehabilitation of owner-occupied home, down payment assistance, and development partnerships with private developers. For applicant to be eligible to receive funding they must be considered low to moderate income households and meet strict income standards.

The Great River Housing Trust Fund is funded through commitments from local governments, commitments from local banks, donations, and state funding. The money provided from the local governments, banks, and donations is used to leverage additional funding from the State.

Funding from the City of Keokuk to the Housing Trust Fund has generally been placed in the Building/Zoning budget.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Approve obligating funds

Approve obligating funds

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING FINANCIAL SUPPORT FOR GREAT
RIVER HOUSING TRUST FUND FOR FISCAL YEAR 2027**

WHEREAS, the City of Keokuk is a recognized local government acting under the laws of the State of Iowa; and

WHEREAS, the City will help fund southeast Iowa's housing programs, enabling the use of state grants; and

WHEREAS, the City has long supported the Great River Housing Trust Fund, a regional nonprofit managed by the Southeast Iowa Regional Planning Commission that assists low-to-moderate-income households in the region; and

WHEREAS, the financial support benefits Keokuk residents and businesses through increased property values, stable housing, improved housing stock, and greater economic activity; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE
KEOKUK CITY COUNCIL THAT:**

The City of Keokuk will contribute \$10,000 cash match to the Great River Housing Trust Fund in Fiscal Year 2027 to leverage State Housing Trust Fund grants for projects in Keokuk and southeast Iowa.

PASSED and **APPROVED** this 6th day of November 2025.

Kathie Mahoney, Mayor

Celeste El Anfaoui, City Clerk



Southeast Iowa Regional Planning Commission

City of Keokuk

November 6, 2025



**Since 2011 Great
River Housing, Inc.
has been awarded:**

Iowa Finance Authority

\$5,117,107

Local Match

\$1,348,231

Total GRH Funds

\$6,465,338

Leveraged funds

\$2,547,475

Total awarded to region

\$9,012,813

2026 Grant

- **\$477,757 from Iowa Finance Authority**
- **\$119,440 needed in local match**
- **Total funds available in 2026 grant is \$597,197**
- **Requesting \$10,000 from City of Keokuk**

Great River Housing, Inc. Programs Available

- **Down Payment Assistance**
- **Owner Occupied Rehab**
- **Upper Story Conversion**
- **Development and Special Project Financing**



Downpayment Assistance

- **\$7,500 in assistance**
- **Funds can be used for down payment and closing costs**
- **Deferred loan at 0% interest**
- **Homeowners must meet income guidelines**

Home Rehabilitation

- \$15,000 in assistance
- Assistance is a 5-year forgivable loan
- Exterior items and mechanicals are the priority



1116 Franklin, Keokuk - \$19,650

Windows and porch railing

Before



After



Before



After



124 Washington, Keokuk - \$17,775

Windows, gutter and downspouts, fascia



Before



After



1801 Timea Street, Keokuk - \$25,150

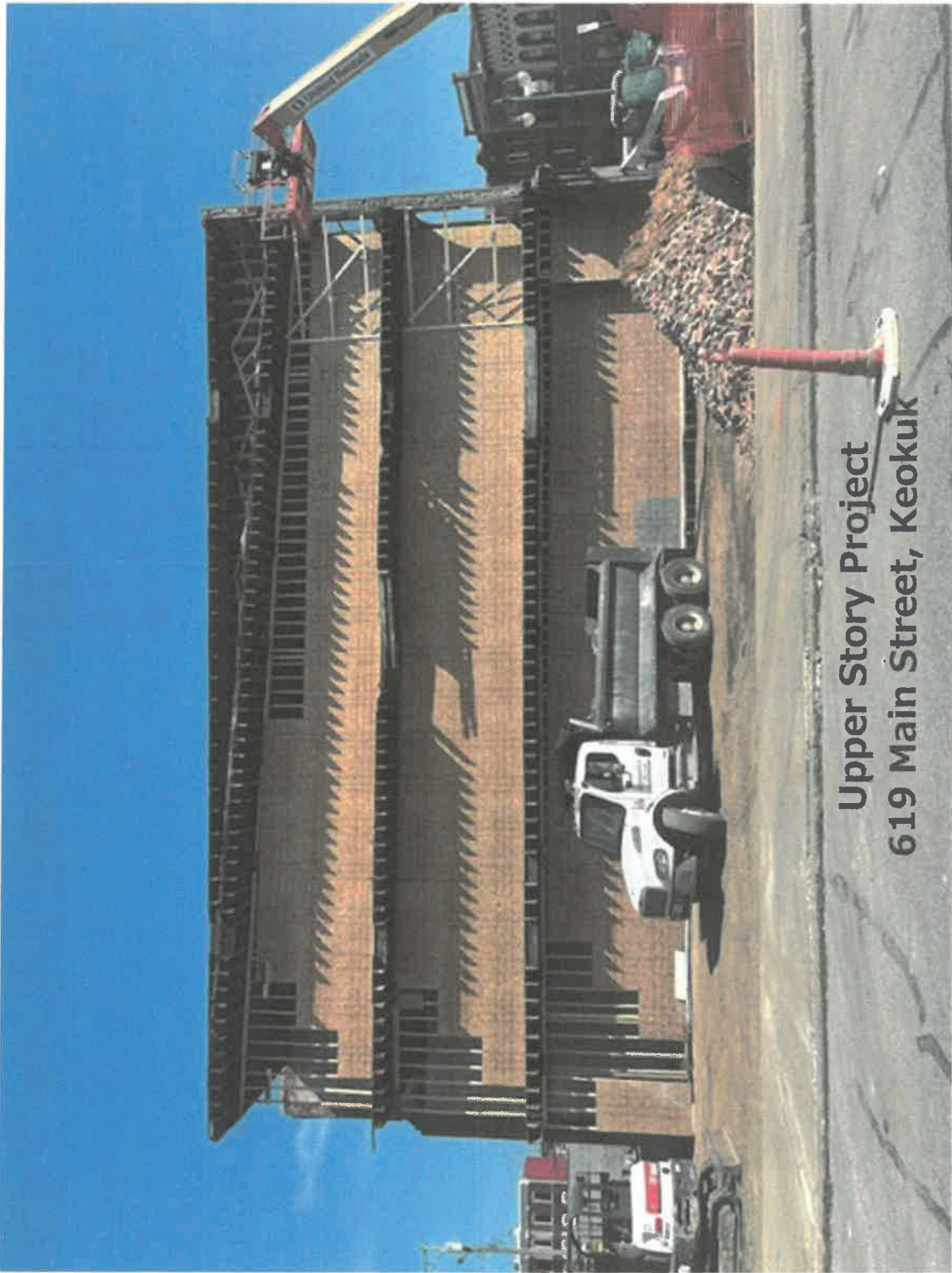
Siding, fascia/soffit, gutters, porch (under construction)

Before



Upper Story Conversion

- \$40,000/unit in assistance
- Maximum of 4 units or \$160,000
- Dollar for dollar match from developer
- Units must remain affordable for 5-years
- Tenants must meet HUD's income guidelines



**Upper Story Project
619 Main Street, Keokuk**



619 Main Street Keokuk



- Developer received \$160,000 for 4 units
- 5-year affordability period
- Income limits apply to tenants
- Total project was 14 units



Upper Story Rental Conversion

1114 and 1116 Main Street



- Developer awarded \$80,000
- Creating 2 upper story units
- 5-year affordability period

Development Assistance - For-profit

- \$25,000/unit \$30,000/duplex \$35,000/triplex
- Demo/Acquisition/Rehab/New construction
- Units can be rented or sold
- Assistance forgivable over 5-years
- Income guidelines apply
- Infill lots are the focus

Development Assistance – Non-Profit

- **\$40,000 in assistance to developer**
- **Demo/Acquisition/Rehab/New construction**
- **Units can be rented or sold**
- **Assistance forgivable over 5-years**
- **Income guidelines apply**
- **Infill lots are the focus**

Special Financing Projects

- **Partners with different projects such as a variety of tax credits, Community Development Block Grants, Federal Home Loan Bank, etc.**
- **Low interest loan to developer**
- **Payment terms can be flexible**
- **Units are income restricted for 5-years**

Income Guidelines

2025 HUD, MHTF and FHILB INCOME

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Des Moines, Henry, Lee	\$51,550	\$58,900	\$66,250	\$73,600	\$79,500	\$85,400	\$91,300	\$97,200
Louisa	\$53,850	\$61,550	\$69,250	\$76,900	\$83,100	\$89,250	\$95,400	\$101,550

2025 Rehabilitation Assistance:

up to \$15,000 grant

	1 person 30% MFI	2 person 30% MFI	3 person 30% MFI	4 person 30% MFI	5 person 30% MFI	6 person 30% MFI	7 person 30% MFI	8 person 30% MFI
Des Moines, Henry, Lee	\$29,940	\$29,940	\$34,431	\$34,431	\$34,431	\$34,431	\$34,431	\$36,450
Louisa	\$29,940	\$29,940	\$34,431	\$34,431	\$34,431	\$34,431	\$35,775	\$38,081

2025 Down Payment Assistance

Homeowner can receive \$7,500 for down payment assistance

	1 person 60% MFI	2 person 60% MFI	3 person 60% MFI	4 person 60% MFI	5 person 60% MFI	6 person 60% MFI	7 person 60% MFI	8 person 60% MFI
Des Moines, Henry, Lee	\$59,880	\$59,880	\$68,862	\$68,862	\$68,862	\$68,862	\$68,862	\$72,900
Louisa	\$59,880	\$59,880	\$68,862	\$68,862	\$68,862	\$68,862	\$71,550	\$76,158

2025 New Construction Homes

Homeowner can receive \$7,500 for down payment assistance

	1 person 80% IFA	2 person 80% IFA	3 person 80% IFA	4 person 80% IFA	5 person 80% IFA	6 person 80% IFA	7 person 80% IFA	8 person 80% IFA
Des Moines, Henry, Lee	\$79,840	\$79,840	\$91,816	\$91,816	\$91,816	\$91,816	\$91,816	\$97,200
Louisa	\$79,840	\$79,840	\$91,816	\$91,816	\$91,816	\$91,816	\$95,400	\$101,550

Board of Directors

- | | |
|--|---|
| • Hans Trousil, Retired | • Jason Hutcheson, SEIRMC |
| • Sue Frice, Retired | • Emily Benjamin, Lee County Economic Development Group |
| • Keving Dameron, Southeast Iowa Realty, Inc. | • Dennis Fraise, Lee County Economic Development |
| • Pam Broomhall, City of Keokuk | • Angela Andon, City of Burlington |
| • Andrew Wiese, Harmony Bible Church | • Steve Detrick, Henry County Supervisors |
| • Rachel Lindeen, Mount Pleasant Chamber of Commerce | • Sean Allworth, Community Bank and Trust |

Questions?

Sara Hecox, Grant Administrator

shecox@seirpc.com

319-753-4311



COUNCIL ACTION FORM

Date: November 6, 2025

Presented By: Ferneau

Subject: Stanley Consultants Engineering Agreement Agenda Item: 11

Description:

Enclosed in your packet is a proposed Professional Services Agreement with Stanley Consultants for Industrial Pretreatment Program. I have also enclosed, as background material, the 2024 Report of the Pretreatment Compliance Inspection by the Environmental Protection Agency. The report summarizes several compliance shortfalls of our pretreatment program, identifies the Administrative Consent Order issued to the City in 2023 as a result of violations associated with ADM and failure to follow the City's Enforcement Response Plan established in 2016. The report discussed progress that had been made in correcting deficiencies in the past couple of years, but also noted that City staff associated with running the Industrial Pretreatment Program (they specifically mention the IPP Coordinator, which would be our waste water treatment plant staff), were not familiar with our Enforcement Plan and the underlying regulatory requirements. The report similarly noted the need to not only get one individual up to speed on knowing how to implement this program, but to cross-train staff on how this program works.

The agreement that is being proposed not only includes asking Stanley Consultants to take over the role previously performed by Askew Scientific Consulting, but to also address training our personnel to implement the day to day portions of our overall pretreatment program rather than rely on an outside consultant to perform all of the duties. This is an agreement with multiple additional tasks included in Exhibit 1, Scope of Services, of their proposal.

For a cost comparison, we spent approximately \$33,000 on Askew Scientific Consulting services last Fiscal Year specifically for the Pretreatment program. The amount is in a budgeted category, though the overall category for professional services may end up over budget for the year. It is budgeted for \$130,000, but varies from year to year (\$140,000 in FY23, \$149,000 in FY24, and \$106,000 in FY25).

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 610-815-6490 Title: Professional Fees

Amount Budgeted: \$130,000

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**RESOLUTION APPROVING PROFESSIONAL SERVICES
AGREEMENT WITH STANLEY CONSULTANTS**

WHEREAS, the City of Keokuk, Iowa has need of assistance for continued implementation of its industrial pretreatment program; and

WHEREAS, the City of Keokuk, Iowa recognizes its need to train multiple employees on the intricacies of maintaining its industrial pretreatment program; and

WHEREAS, the City of Keokuk, Iowa also desires to work with Iowa Department of Natural Resources and the Environmental Protection Agency in addressing the concerns raised in the Notices of Preliminary Findings (NOPF) #1 and #2 in regard to lacking qualified personnel to carry out the authorities and procedures of a pretreatment program as well as in conducting adequate annual inspections; and

WHEREAS, the City of Keokuk, Iowa reviewed several vendors' qualifications on overseeing industrial pretreatment programs as well as assisting in the training of employees in day-to-day operations , along with working with State and Federal agencies; and

WHEREAS, Stanley Consultants demonstrated an ability to assist the City of Keokuk in all of these areas through a Professional Services Agreement.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that the agreement with Stanley Consultants is hereby approved.

PASSED, APPROVED, AND ADOPTED this 6th day of November 2025.

Mayor K.A. Mahoney

ATTEST:

Celeste El Anfaoui City Clerk



October 31, 2025

Mr. Jim Ferneau
City Manager
City of Keokuk, Iowa
501 Main Street
Keokuk, Iowa 52632

SUBJECT: Professional Services for Industrial Pretreatment Program

Dear Mr. Ferneau:

Stanley Consultants appreciates the opportunity to serve the City of Keokuk with services pertaining to the City's Industrial Pretreatment Program. Municipal wastewater treatment plants (POTWs) that receive industrial discharges must implement and maintain a pretreatment program in compliance with the Clean Water Act (40 CFR Part 403) and Iowa Administrative Code (567 Chapters 62–64). This ensures protection of treatment processes, sludge quality, and downstream water quality. The City of Keokuk requested immediate assistance help fulfill its duties to maintain the Industrial Pretreatment Program.

The City has key responsibilities associated with the Industrial Pretreatment Program. Industrial Pretreatment Programs are regulated by the EPA and Iowa DNR. Key City Responsibilities include, but are not limited to, the following:

- Maintain enforceable legal authority (ordinances, permits, penalties).
- Identify and classify all industrial users (IUs) and Significant Industrial Users (SIUs).
- Issue and manage industrial discharge permits or treatment agreements.
- Develop and periodically review local pollutant limits.
- Inspect and sample industrial users for compliance verification.
- Implement an Enforcement Response Plan (ERP).
- Submit required reports to Iowa DNR or EPA.
- Maintain staff training, documentation, and program transparency.

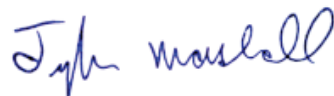
Stanley Consultants provides the attached professional services agreement for consideration. The main objective of the services agreement is to assist the City with focused tasks aimed at maintaining the industrial pretreatment program and as described in the attached services agreement.

We appreciate the opportunity to provide services to the City; feel free to reach out to our team with any questions.

Best regards,



Kirsten Bobb, PE
Client Service Manager
Stanley Consultants, Inc.



Tyler Marshall, PE
Environmental Technical Lead
Stanley Consultants

Attachment: Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2025, between City of Keokuk and Stanley Consultants. CLIENT intends to maintain its industrial pretreatment program. (hereinafter called "project").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. **Special Provisions.** Special provisions to this Agreement, if any, are stated in Exhibit 4.
5. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
6. Following exhibits are attached to and made part of this Agreement:

Exhibit 1 - Scope of Services
Exhibit 2 - Compensation
Exhibit 3 - Standard Terms and Conditions
Exhibit 4 - Special Provisions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

By: _____
Kjrsten Bobb, Client Service Manager

By: _____
Name & Title

Address for giving notices:

Stanley Consultants
225 Iowa Ave
Muscatine, IA 52761

Address for giving notices:

City of Keokuk
501 Main Street
Keokuk, Iowa 52632

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.



PROFESSIONAL SERVICES AGREEMENT EXHIBIT 1

SCOPE OF SERVICES

Background

Municipal wastewater treatment plants (POTWs) that receive industrial discharges must implement and maintain a pretreatment program in compliance with the Clean Water Act (40 CFR Part 403) and Iowa Administrative Code (567 Chapters 62–64). This ensures protection of treatment processes, sludge quality, and downstream water quality. The City of Keokuk requested immediate assistance for maintaining its industrial pretreatment program and ongoing assistance for program maintenance and staff training.

Task 1. Immediate Needs Request (October 1 through Oct 31)

Task 1.1 – File Management and Set Up Dropbox Repository and Digitize Files

Description: Create an organized electronic system for all pretreatment records and scan historical documents. Files provided by the City of Keokuk will be uploaded to electronic “Box” including a master excel spreadsheet which lists the file name, description, and location saved.

Deliverable: Operational Dropbox structure with indexed files and completion summary.

Task 1.2 – City Kick Off Meeting and Conduct Industrial Permit Review for Permitted Industries

Description: Perform a compliance review of up to 3 permitted industrial users to verify compliance with up to 3 in person/virtual meetings with City and industry representatives. Industrial Permit Reviews include onsite and virtual meetings for two industries, review permit, local limits, and industry data.

Deliverable: Technical guidance to City summarizing findings and recommendations, meeting minutes, and draft language for City notices of violation and permit related correspondence.

Task 2. Program Review

Task 2.1 – Review Ordinance, ERP, and Local Limits

Description: Review and update City Sewer Use Ordinance, Enforcement Response Plan, and local limits for compliance.

Deliverable: Redlined and final documents with summary matrix of compliance gaps and recommendations.

Task 2.2 – Develop Organizational Chart and Role Responsibilities

Description: Define program staffing, roles, and responsibilities for all relevant departments. Establish regulatory response responsibilities and associated hierarchy for responding to regulatory requests.

Deliverable: Graphic and narrative organizational chart with defined responsibilities.

Task 2.3 – Conduct Training for City and Industry Personnel

Description: Provide targeted pretreatment training for City staff and industry personnel. Training to include providing guidance on standard operating procedures, mentoring for authoring documents to industrial users, and review prior audit findings. Conduct training mock audit

Deliverable: Training materials and action items tracker to include recommended follow-up actions.



PROFESSIONAL SERVICES AGREEMENT EXHIBIT 1

SCOPE OF SERVICES

Task 2.4 – Corrective Action Plan - Administrative Orders (AOs)

Description: Develop a preliminary two-year corrective action plan to resolve outstanding orders from regulatory agencies. Staff will review consent orders, EPA/DNR correspondence, regulatory (EPA and IDNR) compliance audits and city's responses.

Deliverable: Administrative Order Removal Plan (AORP) with milestones and documentation requirements.

Task 3. Industry Relations Ongoing Support

Description: Provide support to City staff for industry relations which may include reviewing language for correspondence and administrative orders, virtual meetings and onsite meetings.

Deliverable: provide assistance per direction and authorization (email or correspondence) of City Administrator.

Task 4. Annual Services

Description: Review program correspondence in files, check status of CAP activities, review action tracker, review prior audits (to be completed in October 2026).

Deliverable: Memo summarizing reviews and recommendations.

Task 5. Project Management

Monthly project status meeting, report, and invoice preparation.

Services will be provided in general accordance with the schedule below

TASK	SCHEDULE
1. Immediate Needs	October 2025
2. Program Review	November – January 2026
3. Industry Relations Ongoing Support	November – April 2026
4. Annual Services	October 2026
5. Project Management	November – March 2026



PROFESSIONAL SERVICES AGREEMENT EXHIBIT 2

COMPENSATION

FEES

Stanley Consultants will perform the services requested on an hourly basis plus travel reimbursables (mileage) not to exceed \$62,800. Stanley Consultants will prepare and submit monthly invoices for payment.

TASK	PRELIMINARY BREAKDOWN BY TASK
1. Immediate Needs (Oct 1 – 31, 2025)	\$20,000
2. Program Review	\$16,500
3. Industry Relations Ongoing Support	\$20,000
4. Annual Services	\$3,000
5. Project Management	\$3,000
Reimbursables (i.e. mileage)	\$300

Hourly Rates



Compensation for office-based personnel in the U.S. for time in the performance of the work, including travel time, shall be in accordance with the following Hourly Rates.

Client	City of Keokuk
Description	Industrial Pretreatment Reg Assistance
Location	Keokuk, Iowa

Hourly Rates subject to revision on or after 2 Apr 2026

Billing Title	☒ Use Client/Contract Billing Titles ☐ List in Descending Rate Order	Hourly Rate
EIT1, Project Admin, Environmental Specialist		\$131.00
EIT2, Sr. Project Admin		\$133.00
Sr. Environmental Engineer		\$203.00
Environmental Technical Lead		\$249.50
Principal Environmental Engineer, Client Service Manager		\$279.50



1. CLIENT'S RESPONSIBILITIES

- 1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.
- 1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.
- 1.3 Provide available information pertinent to project upon which CONSULTANT may rely.
- 1.4 Arrange for access by CONSULTANT upon public and private property, as required.
- 1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.
- 1.6 Obtain consents, approvals, licenses, and permits necessary for project.
- 1.7 Advertise for and open bids when scheduled.
- 1.8 Provide services necessary for project but not within scope of CONSULTANT's services.
- 1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.
- 1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.
- 1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

2. PERIOD OF SERVICE

- 2.1 CONSULTANT is not responsible for delays due to factors beyond its control.
- 2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

- 3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.
- 3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 Termination.

- 4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after material default by other party through no fault of terminating party.
- 4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

4.2 Reuse of Documents.



Standard Terms and Conditions

Exhibit 3

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential" or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order. CONSULTANT shall be allowed to use non-confidential information on the project, including CLIENT name, project location, and project details for marketing purposes.

4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by the law of the State where the project is located, excluding its choice of law rules. Jurisdiction shall similarly be where the project is located.

4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.



Standard Terms and Conditions Exhibit 3

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 **Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS AT THE TIME SERVICES ARE PERFORMED, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$50,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT FOR THE PROJECT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT.



Standard Terms and Conditions Exhibit 3

4.13 Extent of Agreement. This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 INSURANCE. CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:

(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of \$1,000,000 per accident.

(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than \$1,000,000 for each occurrence and aggregate.

(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of \$1,000,000.

(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of \$1,000,000, to be kept in force for two (2) years after completion of project.

CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.

(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than \$1,000,000 per occurrence.

4.15 Subrogation Waiver. The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

4.16 Force Majeure. Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

4.17 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. 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, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

4.18 FLORIDA PROJECTS ONLY - NO EMPLOYEE OR AGENT OF CONSULTANT IS A PARTY TO THIS CONTRACT. PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT. CONSULTANT MAINTAINS PROFESSIONAL LIABILITY INSURANCE AS REQUIRED UNDER THIS CONTRACT AND ANY DAMAGES ARE SOLEY ECONOMIC IN NAUTRE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.

REPORT OF THE PRETREATMENT COMPLIANCE INSPECTION

AT
City of Keokuk
415 Blondeau Street
P.O. Box 400
Keokuk, Iowa 52632

NPDES Permit No.: **IA0042609**

BY
U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 7
ENFORCEMENT AND COMPLIANCE ASSURANCE DIVISION (ECAD)
WATER BRANCH/DRINKING WATER & INSPECTIONS SECTION (WB/DWIS)

ON
FEBRUARY 20, 22 AND MARCH 29, 2024

At the request of the Water Branch (WB), Enforcement and Compliance Assurance Division (ECAD), a Pretreatment Compliance Inspection of the Keokuk Approved Industrial Pretreatment Program (IPP) was conducted on February 20, and 22 and March 29, 2024. To direct the inspection, a checklist was used that evaluates all important elements of the Pretreatment Program. A copy of the checklist is attached to this report (Attachment 1). The inspection consisted of a discussion and file review of the city's program and site visits to St. Louis Gear Company. In addition, I conducted a brief file review of the City's Biosolids Management Program (Sludge). This narrative report presents the findings of the inspection.

Participants

Keokuk Industrial Pretreatment Program

- Thomas Wills, IPP Coordinator
- Edward Askew, PhD, Askew Scientific Consulting
- David Glasscock, Lab Supervisor
- Chris Lindner, LCL Farms, Inc. (Biosolids)

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lclfarmsinc@gmail.com

Iowa Department of Natural Resources, Field Office #6

- Jones, Terry, Environmental Specialist Senior

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U.S. Environmental Protection Agency (EPA), Region 7

- Naji J. Ahmad, Environmental Engineer, ECAD/WB/DWIS
- Lantz Tipton, Physical Scientist, ECAD/WB

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Facility Description and Program Overview

The city of Keokuk, Iowa, with a population of 9,900 people owns and operates one activated sludge wastewater treatment plant (WWTP), located at 1000 Mississippi Drive, under the

National Pollutant Discharge Elimination System (NPDES) permit number IA0042609 that expired on August 31, 2023. According to the NPDES permit, the WWTP has a design average dry weather (ADW) flow of 3.43 million gallons per day (mgd), a design average wet weather (AWW) flow of 5.00 mgd, a design maximum wet weather (MWW) flow of 7.50 mgd, a design 5-day biochemical oxygen demand (BOD5) load of 1,1900.0 lbs/day, and a design Total Kjeldahl Nitrogen (TKN) load of 2,088.0 lbs/day. The WWTP actual average daily flow in 2023 was 1.348 mgd. Treated effluent by the WWTP discharges into Mississippi River. All produced biosolids are land applied.

The Keokuk Industrial Pretreatment Program was originally approved on August 4, 1983, and the NPDES permit was modified on July 27, 1984, requiring the city to implement its approved program. In 1993, the IPP revised the of the original sewer use ordinance (SUO) and the enforcement response plan (ERP), and on July 7, 1993, the city enacted Chapter 13.10.

The city's previous NPDES permit, that expired on August 31, 2018, required the city to evaluate its approved IPP for compliance with the 2005 Pretreatment Streamlining Rule and required a report to be submitted to the IDNR on September 1, 2016. On November 17, 2016, the city incorporated the Pretreatment Streamlining Rule into the revised Chapter 13.10. The IPP also developed the current ERP that was approved on October 19, 2016.

Because: (1) recent audits and compliance inspections by the EPA and the IDNR concluded that the city was not implementing its approved IPP adequately (inadequate inspections, wrong compliance determinations, not following the ERP, not updating industrial user list, etc.) as required by the NPDES permit, state, local, and the general pretreatment regulations, and (2) because the current NPDES permit required the city to evaluate adequacy of its local limits to meet the general prohibition against interference and pass through and submit a report by September 1, 2019, the city of Keokuk hired Askew Scientific Consulting to assist the city reevaluate and update its entire IPP.

Edward Askew mentioned that Askew Scientific Consulting used reports and data provided by USEPA Region 7, Iowa DNR and the city of Keokuk records to consider an in-depth evaluation of the city of Keokuk's IPP and develop a detailed corrective action plan.

In addition, on June 9, 2023, the IDNR issued an Administrative Consent Order to the city because of the WWTP NPDES violations caused by Archer Daniels Midland Milling (ADM) discharges that interfered with the WWTP treatment, the IPP's failure to adequately develop and enforce a city-issued permit limits on ADM, and failure to follow the ERP.

ADM was the only regulated industry by the Keokuk IPP for almost a decade. In recent years, however, ADM discharged a wastestream to the WWTP that interfered with the WWTP's ability to remove eighty-five percent (85%) of the CBOD and TSS from the influent for multiple days which caused the WWTP to violate its NPDES permit limits. The IDNR issued two notices of violation (NOV) to the city on January 14, 2022, and on May 19, 2022, for those violations.

In response to the IDNR NOVs, the Keokuk IPP initiated an enforcement against ADM in April 2022. ADM ceased operations and closed its plant on August 30, 2022. In 2023, the city

collected \$225,508 in administrative fines from ADM after they had closed down.

Records indicate that since the hiring of Askew Scientific Consulting by the city, there was significant improvement to the Keokuk IPP implementation. Askew Scientific Consulting conducted an industrial waste survey (Attachment 4) on behalf of the city to identify industrial contributors or users to the WWTP. In April 2022, using Keokuk Waterworks records, the city identified at least fourteen industries as significant industrial users (SIUs), most of which submitted a baseline monitoring report (Attachment 2). Twelve of the fourteen industrial users are subject to one or more federal categorical standards. Two of the 14 SIUs are zero dischargers. Askew and the IPP Coordinator (Thomas Wills) inspected most industries in 2023 (Attachment 3), issued interim permits on May 15, 2023, and issued final permits to ten industries in January and February 2024 (Attachment 5).

Based on the permitted flows, industrial discharges make up approximately twenty percent (20.15%) of the WWTP's actual 2023 average daily influent of 1.348 mgd.

Askew Scientific Consulting is currently working on evaluating the program's local limits, updating the SUO, and evaluating and revising the ERP (Attachment 7).

Records indicated that Askew Scientific Consulting and the Keokuk IPP have been communicating the IDNR's Pretreatment Coordinator Ben Hucka in approving the new changes to the Keokuk IPP.

Legal Authority and Local Limits

During my review of the Keokuk pretreatment ordinance, I notice that Section 13.10.070(a)(1) reads, "Any user which has violated or continues to violate this chapter, any order or wastewater discharge permit hereunder, or any pretreatment standard or requirement, referred to in 40 CFR 403.8, shall be liable to the city for a civil penalty in an amount not to exceed one thousand dollars for each day a violation exists or continues". This section doesn't comply with 40 CFR 403.8(f)(1)(vi)(A) which reads, all POTWs shall have authority to seek or assess civil or criminal penalties in at least the amount of \$1,000 a day for each violation by industrial users of pretreatment standards and requirements.

Section 13.10.030(e) lists the local limits as maximum allowable headworks loadings (MAHLs) as mass limits (pounds/day) (Table 1). MAHLs are the total wastewater discharge of all users to the WPCF, in combination with domestic users. The Section also includes maximum allowable industrial loads (MAIL) as concentration limits (Table 2) and calls it uniform concentration limits. MAIL/uniform concentration limits apply at the point where the industrial waste is discharged to the city's sanitary sewers.

Table 1, Keokuk's WWTP MAHLs mass limits (pounds/day)

Pollutant	Maximum (MAHL)	Pollutant	Maximum (MAHL)	Pollutant	Maximum (MAHL)
Ag	3.300	Ni	10.126	Cu	22.550
As	1.688	Pb	4.090	Hg	0.381
Cd	1.285	Se	2.025	Mo	1.519

Pollutant	Maximum (MAHL)	Pollutant	Maximum (MAHL)	Pollutant	Maximum (MAHL)
CN	2.409	Zn	24.095	TSS	13,000
Cr	24.095	BOD	11,900	TKN	2,088

Table 2, Keokuk's WWTP MAIL as concentration limits (mg/l)

Pollutant	Maximum (MAIL)	Pollutant	Maximum (MAIL)	Pollutant	Maximum (MAIL)
Ag	0.495	Ni	1.150	Cu	3.337
As	0.252	Pb	0.537	Hg	0.057
Cd	0.190	Se	0.307	Mo	0.230
CN	0.295	Zn	3.370	TSS	13,000
Cr	3.593	BOD	NDA	TKN	DNA

DNA = Technical analysis was performed but the limit was not adopted in 2017.

Inspections and Compliance Sampling

Edward Askew and the Keokuk IPP Coordinator conducted inspections of the regulated industries in October and November of 2023. However, only the first page of the EPA's model six-page industrial user checklist was used to document inspection reports.

Self-monitoring frequency is described in detail in the industrial permits. Records indicated that with the instruction of Edward Askew the IPP conducted 182 sampling events in 2023 to collect baseline data from ten of the new industries.

Permits

Askew Scientific Consulting, on behalf of the city, developed industrial user permit documents that included the required language for an enforceable permit such as self-monitoring, reporting, and accidental/slug discharge. On May 15, 2023, the IPP issued interim permits, and then issued final permits to ten industries in January and February 2024 (Attachment 5). Askew Scientific Consulting continue modifying language as they gain more knowledge of the nature of the new industries.

For instance, the city worked focused on Roquette America because the industry had the idea that they had no process waste going to the city, therefor excluding them from needing to be permitted. The IPP required them to do a BMR which showed the presence of chloroform and phenol in their process wastestream to the city. They were issued an interim permit on November 2nd, 2023, in which they were required to install sampling mechanisms and flow metering devises. They were issued a final pretreatment permit on February 1, 2024.

The ten industries that received final industrial permits are: Amestead Rail, Carry Transit, Decker, Ferro-Sil Monofill Landfill, Glycerin, Gully Transport, Henniges, Keokuk Steel, Roquette, and St. Louis Gear.

Waste Haulers

The city continues to accept domestic waste and grease at an access point (manhole) inside the main gate of the WWTP and before the headworks. Special wastes used to be accepted from

Iowa Fertilizer Co. which they were required by the IPP to submit a laboratory analysis result for TKN, COD, and ammonia of the hauled material with a chain-of-custody. Records indicate that in 2023 the WWTP received a total of 205 loads with a total volume of 0.20882 million gallons.

ENFORCEMENT

The enforcement response plan was last updated in October 2016. Askew Scientific Consulting is currently working on evaluating the ERP and will revise it as needed and submit it to the IDNR for approval as necessary. During the inspection it was apparent that IPP Coordinator was not familiar with the ERP and did not have a full understanding of the definition of Significant Noncompliance

DATA MANAGEMENT

Overall, the industrial files have all the necessary documentation as recommended by the Agency checklist. Files consisted of permit, inspection reports, monitoring reports, and correspondence between the IPP and the industries.

Dental Amalgam Rule

In compliance with the Dental Amalgam Rule 40 CFR 441 requirements, in 2018 the IPP identified five dental offices that discharge to the WWTP. All submitted the one-time compliance report to the city/IPP (Control Authority) and all installed a treatment devices (Solmetex Hg5).

Sludge Quality (Attachment 6)

One function of the IPP is to protect the city's sludge from metals contamination. As part of this inspection, the 2022 and 2023 annual biosolids reports were reviewed to determine the IPP's effectiveness. In 2022, the city produced 2,250.4 dry metric tons (dmt) and in 2023, produced 2603.2 dmt.

Below are the 2022 and 2023 tables that compares the city's peak observed metals level against the statutory ceiling and the city's average level against the exceptional quality (EQ) sludge level specified by the 40 C.F.R. Part 503 Sludge regulations. Because the city sampled its sludge six times per year, the monthly average is the maximum value observed.

Table 3, 2022 Keokuk WWTP Sludge Quality (mg/kg)

Pollutant	503 Ceiling	503 EQ	Max	Mo. Avg.	Max/Ceiling	Avg./EQ
Arsenic, As	75	41	7.5	7.5	10.00%	18.29%
Chromium	3000	1200	11.7	11.7	0.39%	0.98%
Cadmium, Cd	85	39	1	1	1.18%	2.56%
Copper, Cu	4300	1500	60.9	60.9	1.42%	4.06%
Lead, Pb	840	300	10.7	10.7	1.27%	3.57%
Mercury, Hg	57	17	0.15	0.15	0.26%	0.88%
Molybdenum , Mo	75	----	16.6	16.6	22.13%	
Nickel, Ni	420	420	48.8	48.8	11.62%	11.62%
Selenium, Se	100	36	38.2	38.2	38.20%	106.11%
Zinc, Zn	7500	2800	150	150	2.00%	5.36%

Table 4, 2023 Keokuk WWTP Sludge Quality (mg/kg)

Pollutant	503 Ceiling	503 EQ	Max	Mo. Avg.	Max/Ceiling	Avg./EQ
Arsenic, As	75	41	3.3	3.3	4.40%	8.05%
Chromium	3000	1200	8.6	8.6	0.29%	0.72%
Cadmium, Cd	85	39	0.6	0.6	0.71%	1.54%
Copper, Cu	4300	1500	48.4	48.4	1.13%	3.23%
Lead, Pb	840	300	20.8	20.8	2.48%	6.93%
Mercury, Hg	57	17	0.12	0.12	0.21%	0.71%
Molybdenum, Mo	75	----	44.4	44.4	59.20%	
Nickel, Ni	420	420	23.8	23.8	5.67%	5.67%
Selenium, Se	100	36	81.3	81.3	81.30%	225.83%
Zinc, Zn	7500	2800	116	116	1.55%	4.14%

As shown in the tables above, the city's sludge is well below both the ceiling and EQ levels for all metals except for selenium where it exceeded the EQ levels in 2022 and 2023. During my review of laboratory report for metal analyses data (Attachment 8), I noticed that there were significant variations in the numerical result of the data for some of the metals as shown in tables 5 and 6 below. I explained to IPP Coordinator that although the data is within the 503 limits, the IPP should be investigating the reason behind such variation/spikes.

Table 5, 2023, Keokuk WWTP Metal Concentration Variations

Pollutant/date	January	March	May	July	September	November
Arsenic	3	1.8	3.3	1.5	1.0	3.1
Chromium	8	8.6	8.4	8.2	5.2	5.0
Cadmium	0.6	0.5	0.4	0.6	0.3	0.2
Copper	47.4	48.4	31.2	27.7	32.3	29.2
Lead	5.5	9.6	11.2	20.8	7.9	4.0
Mercury	0.09	0.05	0.12	0.04	0.03	0.03
Molybdenum	9.2	12.0	44.4	7.1	1.8	2.5
Nickel	10.4	46.0	23.8	6.2	5.9	6.3
Selenium	2.2	4.0	25.0	81.3	53.3	56.3
Zinc	112	116	91.6	64.9	51.4	59.7

Table 6, 2022, Keokuk WWTP Metal Concentration Variations

Pollutant/date	January	March	May	July	September	November
Arsenic	4.3	2.1	7.5	2.9	6.9	3.5
Chromium	7.7	8.8	11.7	6.5	14	7.3
Cadmium	0.6	1.0	0.8	0.6	0.7	0.3
Copper	55.1	46.4	60.9	30.8	59.2	39.2
Lead	4.1	5.5	7.2	5.9	10.7	7.9
Mercury	0.08	0.07	0.12	0.15	0.10	0.07
Molybdenum	6.9	16.6	11.1	5.0	16.4	8.1
Nickel	11.1	48.4	21.7	10.3	19.5	9.8
Selenium	8.0	21.1	15.3	8.8	38.2	7.2
Zinc	138	130	150	69.9	164	123

Laboratory data also shows the following:

Table 7, 20203 Keokuk annual average

	2022	2023
Total Nitrogen	15258	7600
Nitrogen, Ammonia	1823	1029
Nitrogen, Nitrate + Nitrite	2.8	1.6
%Total Solids	31.5	42.8
Nitrogen, Kjeldahl	15242	7600
Phosphorus	5967	4878

The city land applied all the produced sludge in 2022 and 2023. Land application is handled by the contractor LCL Farms, Inc. Overall, biosolids management appeared adequate and land application operations were well documented, and the facilities were well maintained.

Conclusion

Overall, the Keokuk industrial pretreatment program is going through significant and in-depth evaluation by Askew Scientific Consulting on behalf of the city. One milestone accomplished by the city was conducting an industrial waste survey and updating the list of industrial users which resulted in 14 industries being identified as potential significant industrial users. Currently, Askew Scientific Consulting and the city are evaluating the core elements of Keokuk IPP such as the sewer use ordinance, local limits, and enforcement response plan. As a reminder and as required by 40 CFR Part 403 and Rule 567 IAC 62.4(455B), all significant program modifications must be submitted to the Iowa DNR for review and approval before enacted on. Although the city did not meet the required deadline by the NPDES permit, the city is in constant communication with Ben Hucka.

The Keokuk IPP Coordinator is responsible for the implementation of the Keokuk's IPP. However, based on my interview with the IPP Coordinator, it appeared that the coordinator does not have the adequate training and knowledge to implement the program. In addition, the coordinator was not familiar with the ERP, the ordinance, nature of the regulated industries, or the EPA's Significant Noncompliance definition.

Such observations are a common trend of the Keokuk IPP based on previous EPA and IDNR audits and compliance inspections of the Keokuk IPP. Therefore, I issued notice of preliminary findings number 1 (NOPF#1) (Attachment 8) for the city of Keokuk failure to have qualified personnel to carry out the authorities and procedures described in paragraphs (f)(1) & (2) of 403.8(f)(3). It is critical that the coordinator revisit and be well-informed of the city's SUO, and the ERP including enforcement procedures. It also as critical that the city of Keokuk cross train additional qualified personal on the implementation of the Keokuk IPP.

In addition, I issued NOPF #2, because the city of Keokuk failed to conduct adequate annual inspections of its regulated industrial users as required by 403.8(f)(1)(v). It was repeatedly recommended during previous audits and inspections for the city to verify compliance with applicable pretreatment requirements, and that the city should conduct thorough inspections of

its industries. Inspections should consist of a facility walkthrough, records review, and review of self-monitoring/sampling procedures. Records indicate that recent inspections of new industries and recent inspections of ADM consisted of a one-page inspection sheet that included the industry's general information. However, there were no descriptions of the IU's treatment processes or its effectiveness, evaluation of IU's monitoring methods and monitoring procedures, verification of wastewater flow rates, determination of applicability of the CWF, descriptions of the chemical storage area, identification of potential spill conditions, or the need for slug discharge/spill Plan.

The IPP Coordinator should review the biosolids laboratory reports for the concentration of metals and investigate the reason behind the variation/spikes in metal concentration in the sludge even if the concentration is in compliance with the 40 CFR 503 ceiling limits.

NAJI AHMAD Digitally signed by NAJI AHMAD
Date: 2024.04.19 10:03:10 -05'00'

Naji J. Ahmad
Environmental Engineer, WB/DWIS

**NICOLE
MORAN**

Digitally signed by
NICOLE MORAN
Date: 2024.04.22
10:44:05 -05'00'

Nicole Moran
Manager, DWIS Section

Attachments

1. Checklist
2. IU Baseline Monitoring Reports
3. IU inspections
4. IWS
5. Industrial permits
6. Sludge data
7. ERP
8. NOPF



COUNCIL ACTION FORM

Date: November 3, 2025

Presented By: Pam Broomhall

Subject: Nuisance Demolition - 407 & 415 Timea Agenda Item: 12

Description:

The property at 407 Timea has been vacant for many years. Code Enforcement/Housing Official Barnes has issued violations and a judgment has been issued against the property owner. The structure has become dangerous and needs to be demolished.

415 Timea has been vacant for a couple of years, the property owners are deceased. The property has been a problem with squatters, the fire department has been to the property for a fire burning in the back yard and in May there was fire damage to the rear of the property.

Due to the close proximity and possible savings for mobilization cost the city requested that the demolition of both structures be bid as one project. Two contractors returned bids, the low bid was submitted by W & S Contracting of Keokuk in the amount of \$13,995.00. (\$9,000.00 for 407 Timea and \$4,995.00 for 415 Timea.). The second bid was submitted by Hilltop Capital LLC in the amount of \$25,000.

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

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

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

Amount Budgeted: 180,000

Actual Cost: \$13,995

Under/Over: _____

Funding Sources:

NOTE: \$65,773.88 expended

\$114,226.12 remaining

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Approve Mayor to sign demolition contract.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AUTHORIZING MAYOR TO SIGN DEMOLITION
CONTRACT FOR TWO SINGLE-FAMILY DWELLINGS LOCATED AT 407
TIMEA AND 415 TIMEA STREET**

WHEREAS, the city solicited bids to demolish two abandoned single-family dwellings located at 407 Timea and 415 Timea, and:

WHEREAS, 407 Timea has been declared a dangerous building due to general long-term neglect, the property has had numerous owners over the past several years with little effort to rehabilitate. The property owners of 415 Timea are both deceased, leading to squatters becoming an issue, the Keokuk Fire Department has addressed burning in the rear yard and in May 2025 a fire occurred in the rear of the structure.

WHEREAS, due to the close proximity of the two structures, the city requested that the demolition of both structures be bid as one project, **two** contractors returned bids, the low bid was submitted by W & S Contracting of Keokuk in the amount of \$13,995.00. (\$9,000.00 for 407 Timea and \$4,995.00 for 415 Timea.)

**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 thirteen thousand, nine hundred and ninety-five dollars (\$13,995.00), and authorizes the mayor to sign a contract for said demolition.

Passed and Approved this 6th day of November 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: November 4, 2025

Presented By: Broomhall

Subject: Set public hearing for request to vacate public right of way Agenda Item: 13

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.

The City Planning Commission will reviewed and make a recommendation at their meeting of November 17, 2025.

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 _____

Recommendation:

Set public hearing

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

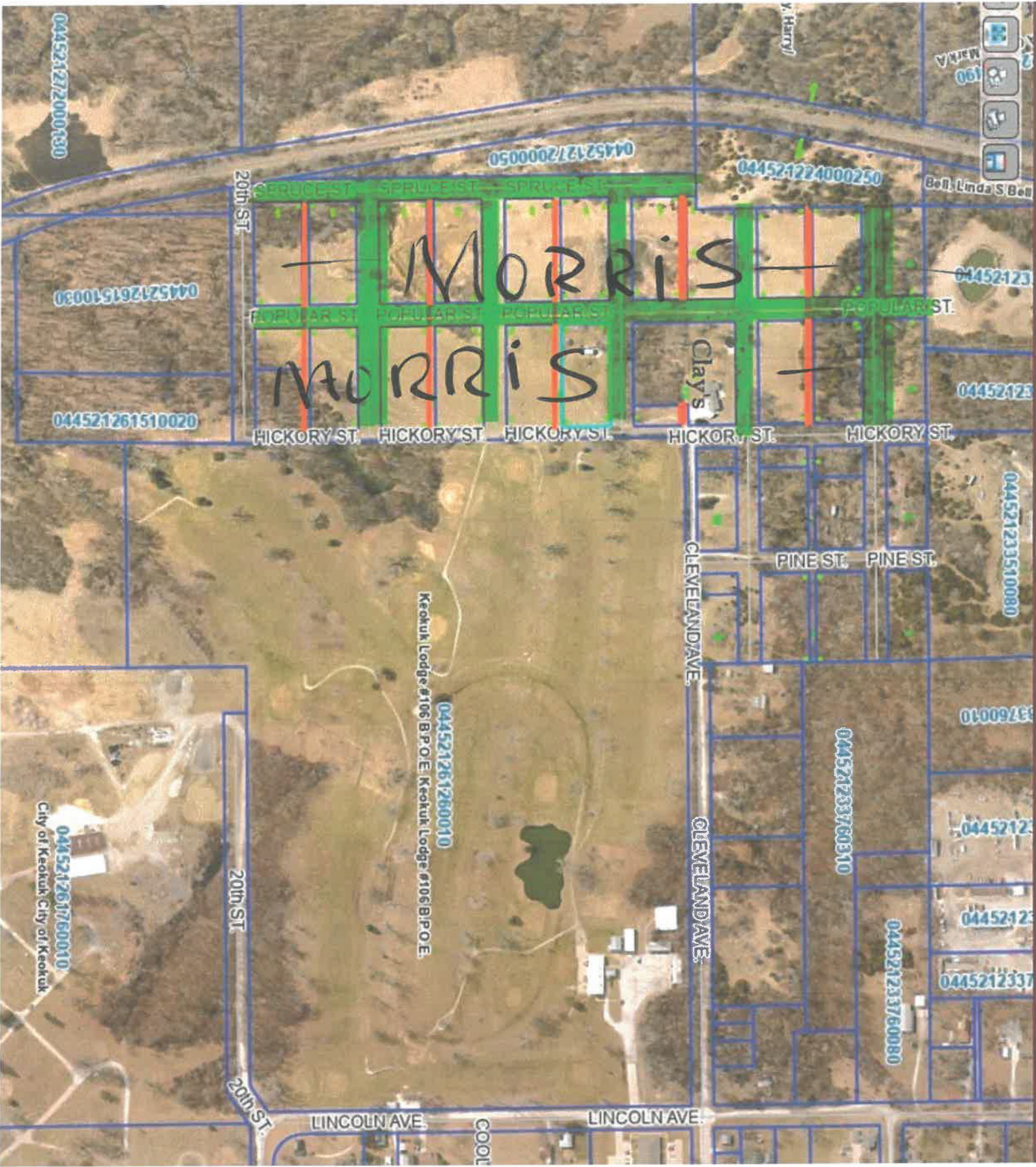
Subject: Request to Vacate Undeveloped Platted Streets and Alleys on Property
Owned by Jonathan C. Morris

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.



RESOLUTION NO.

**A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC
HEARING ON A REQUEST TO VACATE AND DISPOSE OF PLATTED
UNIMPROVED STREETS & ALLEY'S IN HAWKEYE ADDITION, CITY OF
KEOKUK, LEE COUNTY, IOWA**

WHEREAS, a request has been received for the vacation and purchase of certain platted unimproved streets and alleys in Hawkeye Addition, City of Keokuk, Lee County, Iowa; and

WHEREAS, a public hearing shall be conducted by the City Council of the City of Keokuk on the vacation and disposal of public right of way pursuant to Iowa Code 354.23.

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

That a Public Hearing on the vacation and disposal of all platted unimproved streets and alley's adjacent/in Blocks 3, 4, 5, 6 , 11,12,13,14,15,16,17,18 except 20th Street and Hickory Street in Hawkeye Addition, City of Keokuk, Lee County, Iowa be scheduled for 5:30 p.m., November 20, 2025, in the City Council Chambers, 501 Main Street, and further that the attached public notice of the time and place of said public hearing shall be given by publication in the Daily Gate City, a local paper of general circulation, as required by the Code of Iowa.

Passed and Approved this 6th day of November 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

PUBLIC NOTICE

The City Council of the City of Keokuk, Iowa will hold a public hearing on November 20, 2025 at 5:30 p.m. in the City Council Chambers, 501 Main Street, on a proposal to vacate public right of way as described below and to dispose the vacated property to abutting property owners for a sum certain.

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, City of Keokuk, Lee County, Iowa.



COUNCIL ACTION FORM

Date: November 4, 2025

Presented By: Broomhall/Ferneau

Subject: Resolution approving and authorizing amendment of fees for Administration of the Keokuk Pilot Rehab Grant project Agenda Item: 14

Description:

The City of Keokuk and Southeast Iowa Regional Planning Commission (SEIRPC) entered into an agreement dated November 7, 2024, to administer the Keokuk Pilot Rehabilitation Block Grant. The current fees to administer the grant are \$42,600 which is outlined in Section 3 of contract 24-648 (please see attached).

SEIRPC has exhausted the current administration fees and spent additional hours implementing the grant. A significant amount of staff time has been spent on attracting and qualifying grant recipients, including owner occupied and rental properties who have not followed through with the program, some of this is due to the 15-year affordability period.

SEIRPC have requested that the contract be amended to increase administration fees in the amount of \$16,904 which include a deficit administration of \$5,704 and an additional \$11,200 to complete the project. SEIRPC will continue to bill at \$70/hour not to exceed the total amended contract amount.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Economic Development

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve increase

Approve increase

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION TO AMEND CONTRACT 24-648 REGARDING ADMINISTRATION
FEES FOR KEOKUK PILOT REHABILITATION BLOCK GRANT**

WHEREAS, the City of Keokuk is a duly organized municipality in the State of Iowa; and

WHEREAS, the City provides services to its residents and businesses in pursuit of an excellent quality of life and an environment of prosperity; and

WHEREAS, from time to time the City pursues outside funding to improve city infrastructure, housing stock, parks, and other areas as needed; and

WHEREAS, the City utilized Southeast Iowa Regional Planning Commission (SEIRPC) to apply for a Home Rehabilitation Pilot Block Grant (Pilot Block Grant) in the amount of \$600,000 to improve both single family and rental properties within a defined area; and

WHEREAS, the \$600,000 Pilot Block Grant was awarded and the City contracted with SEIRPC to implement the project including administration, inspections, and compliance to be billed on hourly basis at \$70.00/hr.; and

WHEREAS, the City periodically directed SEIRPC to undertake certain projects and SEIRPC independently worked with other applicants of the program, and;

WHEREAS, administrative funds available through the grant were used to qualify and develop projects that both did and did not come to fruition, and the combination led to a high use rate of administrative funds thereby exceeding available administrative funds, and;

WHEREAS, SEIRPC has work left to do to complete grant draws, administrative compliance, and closeout work on behalf of the City, and;

THEREFORE, BE IT RESOLVED, on this 6th day of November 2025, the City Council approves a contract amendment to Contract 24-648 to increase maximum administrative funds from \$42,900 to \$59,504 to complete the balance of grant administration and closeout on behalf of the City.

THEREFORE, BE IT RESOLVED, on this 6th Day of November 2025.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

Memo



To: Jim Ferneau, City Administrator
From: Mike Norris, Executive Director
Date: September 2, 2025
Re: Keokuk Pilot Rehabilitation Block Grant Administration

The Keokuk Pilot Rehabilitation Block Grant (Grant) is a federal HUD award obtained through the Iowa Economic Development Authority. Only five communities in Iowa were awarded the funds (Keokuk, Burlington, Washington, Mason City, Grinnell) in early 2023. The purpose of the grant is to rehabilitate homes and buildings for owner-occupation and rental. Grant profile is below.

Grant Profile

- Grant number and award amount: #23-HRBGPP-01, \$600,000
- Administration contract between City and SEIRPC: #24-648, not to exceed \$42,900, billed at \$70.00/hr.
- Total units expected to be rehabilitated:
 - Owner occupied: 7-8
 - Rental: 5-7
- Closeout date: March, 2026

Grant Performance

Projects funded have been, and will be, worthwhile to the City. The grant's spending flexibility has led to substantial rehabs of larger, prominent homes (roof, siding, windows, doors, asbestos removal) which would otherwise not be possible through other grants.

Other results are positive due to their location and importance to key areas of the City. A home was gut-rehabbed across from the George Washington Elementary School to be used as a rental, and improved a visual across from the school. Especially considering the home was once a crack house/hoarder house.

The final building in the City's Main St 600 Block portfolio, 629 Main, will be rehabbed by a MBMRE, LLC, into four rental units (three under the grant). MBMRE, LLC, also rehabbed the 619-625 buildings into 16 new rental units. The end result is the largest non-LIHTC or Section 8 residential renovation in downtown Keokuk going back decades, totaling four buildings. These are also buildings the City took ownership of in late 2016, which didn't require demolition, saving local taxpayer funds.

Grant Issues

SEIRPC and City staff have worked throughout the beginning, middle, and end of the grant to attract homeowner applications for the program. SEIRPC staff's best estimate is it income-qualified 30 homeowners for the program and only ended up with seven or eight moving forward with a contract. Some reasons are known for the numerous dropouts, primarily the 15-yr affordability period of the assistance. Other reasons are unknown to staff. These unlanded qualifications absorbed a substantial portion of the grant administration.

Other issues stem from investigating multiple rental rehab options for the grant. Many apartment owners were communicated with only to not follow through. The City-owned home at 1012 Blondeau required significant preparation time only to end with a non-feasible structure. SEIRPC staff developed bid scopes, released RFPs, communicated with City staff, and helped recruit/host contractors.

Administration Status

SEIRPC has exhausted administrative funds, and spent additional hours beyond to implement the grant. Administration status through September 2, 2025, based on actual costs:

<u>Keokuk</u>	
Total current admin:	\$42,600
Total current costs:	<u>\$48,304</u>
Surplus (deficit):	(\$5,704)

Staff estimate another 120-160 hours are needed to administer the ongoing and remaining projects, and to close out the grant with IEDA/RSM. This includes income-qualifying tenants for the rental projects, processing draws, assisting with procurement of contractors and bidding projects, providing follow up information, answering questions from IEDA/RSM and all else necessary to successfully complete the grant.

SEIRPC respectfully requests to amend contract #24-648 administration amount to include an additional \$16,904 for a new total of \$59,504, which includes the deficit administration of \$5,704 and an additional \$11,200 to complete the project. SEIRPC will continue to bill at \$70/hour not to exceed the total contract amount (any additional administration will be on SEIRPC).

We look forward to working with the City to complete this impactful grant award! As always, thanks for your partnership.

SOUTHEAST IOWA REGIONAL PLANNING COMMISSION CONTRACT FOR SERVICES WITH CITY OF KEOKUK, IOWA
--

The City of Keokuk hereinafter referred to as the "City" has submitted an application for the Home Rehabilitation Block Grant Pilot Program for rehab projects in Keokuk's targeted neighborhood and has received notification of approval of its application for funds from the State and Local Fiscal Recovery Funds Program (hereinafter "SLFRF"). The Subrecipient has applied for funds from the Iowa Finance Authority ("IFA"), as administrator of the Home Rehabilitation Block Grant Pilot Program (the "Block Grant Program"), as allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("the Act"), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF"). The City hereby contracts with Southeast Iowa Regional Planning Commission (hereinafter SEIRPC) to undertake as a general vendor providing services as defined in the SLFRF Contract #23-HRBGPP-01 in accordance with the rules and regulations of the SLFRF and the terms of this contract dated this 7th day of November, 2024.

SECTION 1. Scope of Services

SEIRPC will provide the following services for the duration of the grant:

1. SEIRPC shall verify all homeowners in targeted neighborhood.
2. SEIRPC shall conduct all inspections of properties in targeted neighborhood.
3. SEIRPC shall represent the City in all program monitoring and shall be the sole correspondent and contact with SLFRF.
4. SEIRPC shall prepare and submit all reports and financial statements required by SLFRF for the City for the duration of the grant.
5. SEIRPC shall work with all applicable state and Federal statutes and regulations and any other applicable requirements pertaining to SLFRF, including labor standards, civil rights, procurement, and other applicable requirements.

The City will remain the responsibility entity for the federal funds awarded to them and spend under this agreement. This responsibility includes financial accountability and oversight, program monitoring, and audits.

SECTION 2. Time of Performance

The services of SEIRPC shall commence on the date of the execution of this contract and shall be completed upon notification from the SLFRF that the program closeout has been approved, and the final audit has been accepted. This contract does not extend through the affordability period.

Any costs incurred during SEIRPC's preliminary administrative activities shall be paid by the City to SEIRPC as allowed by the SLFRF in accordance with its rules and regulations and shall be paid promptly by the City to SEIRPC upon receipt of an invoice requesting payment.

SECTION 3. Method of Payment

Payment will be due upon receipt of a billing for services rendered. The billing shall reflect actual expenses incurred in administering the grant for the City.

Total payment shall be in accordance with the terms and conditions contained within the grant award document received and approved by the grantee. Hourly fees for Grant Administration equal \$70.00 as set forth by the fee schedule adopted by SEIRPC. Total payment to SEIRPC shall not exceed \$42,900.

In the event of contract termination prior to program closeout, SEIRPC shall be compensated for the fair and reasonable cost of services rendered to the City along with all actual unreimbursed expenses.

SECTION 4. Personnel

SEIRPC represents that it has, or will acquire, all personnel necessary to perform the services under this contract.

SECTION 5. Records Available

At any time during normal business hours and as often as necessary, each party shall make available to the SLFRF, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development all financial and administrative records for their examination.

SECTION 6. Equal Opportunity in Employment

In connection with the performance of this Agreement, SEIRPC and the City shall comply with Section VI of the Civil Rights Act of 1964 (78 Stat. 214) as required by 24 CFR 576.79 and Amendments and Regulations issued thereto.

Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

Iowa Civil Rights Act of 1965.

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)

Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).

Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Title VIII of the Civil Rights Act of 1968

Executive Order 11063

Certification regarding Government-Wide Restriction on Lobbying

Executive Order 11246 and 11375

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provide by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246,
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Executive Order 11625, 11432, and 12138

"Lead-Safe Housing Regulations (As applicable) 24 CFR Part 35 et al. Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Receiving Federal Assistance, Final Rule."

SECTION 7. Termination by the City

The City may, by thirty (30) days written notice to SEIRPC terminate this contract in whole or in part at any time, either for the City's convenience or because of the reasonable failure of SEIRPC to fulfill its obligations under the contract. Upon receipt of such notice, SEIRPC shall have thirty (30) days to correct and cure any such failures. If SEIRPC is unable to correct and cure such failures, SEIRPC shall deliver to the City all documents as may have been accumulated by SEIRPC in performing this contract and cease performing services hereunder.

Notwithstanding the above, SEIRPC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by SEIRPC.

If this contract is terminated for the convenience of the City, SEIRPC shall be entitled to compensation as provided in Section 3 above.

SECTION 8. Contract Amendments

Any change or amendments to this contract will be enforceable only if made in writing and signed by authorized representatives of both the City and SEIRPC. This agreement contains the entire agreement between the City and SEIRPC concerning the scope of services, time of performance, payment responsibilities, termination requirements, and the respective obligations of the parties. Any prior agreements between the parties with respect to the subject matter of this contract, whether oral or written, which are not contained herein are superseded and of no force and effect.

SECTION 9. Termination by SEIRPC

SEIRPC may, by thirty (30) days written notice to the City terminate this contract in whole or in part at any time, either for SEIRPC's convenience or because of the reasonable failure of the City to comply with the provisions contained in this contract. The notice shall specify the provision(s) the City has not complied with and the City shall have thirty (30) days to correct and cure such failure. If the City is unable to correct and cure such failures, SEIRPC shall have the right, at its option, to terminate its services and receive compensation as provided in Section 3 above.

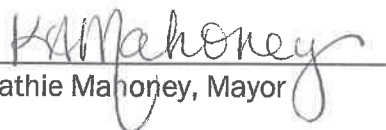
SECTION 10. Accounts

The grantee shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract to the extent and in such detail as will properly reflect all cost, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this contract, as specified in Chapter 23, Iowa Administrative Code and OMB Circular A-102.

SECTION 11. Retention of Records

All records in the possession of SEIRPC pertaining to this contract shall be retained by SEIRPC for a minimum of five (5) years beginning with the date upon which the final payment to SEIRPC. All records shall be retained beyond the five-year period if audit findings have been resolved within that period. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Additional records shall be retained in accordance with Chapter 23, Iowa Administrative Code.

<i>City of Keokuk</i>

Signed 
Kathie Mahoney, Mayor

Date: 11-07-2024

<i>Southeast Iowa Regional Planning Commission</i>
--

Signed 
Mike Norris, Executive Director

Date: 11-26-24

EXHIBIT B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. **Reporting.** Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

AGENDA
COUNCIL WORKSHOP
November 6, 2025
IMMEDIATELY FOLLOWING REGULAR MEETING

1. Discussion of Street Vacation Fee's.
2. Easement Request from Mike & Sue Maerz.

1
10/27/2025

To: City of Keokuk City Council

I was told that I need to request an easement for the property #2126151003 that we bought back in 1981.

When I was paying for it the mayor + a couple Council members told me they would give us an easement across the old land fill.

Every time I've asked if it was done yet, they would say they were working on it. I've

been down there at least 30-40 times over these last years.

Now I'm told I have to write a letter. Never before was this mentioned so here it is. I'm not very good at this so please excuse my mistakes.

... you are about to make a decision on another parcel to do away with streets in regards to Jon Morris property.

I always figured that was a last resort way to the property. I am not in favor

of granting them being vacated
(POPULAR ST, HICKORY ST or S 20TH ST.

PLEASE lets get this
eastment done.

Sincerely

Mike + Sue
Mary

