

**AGENDA**  
**CITY COUNCIL MEETING**  
**December 4, 2025**  
**501 Main Street**  
**5:30 P.M.**

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizens' Request.
6. Consent Agenda.
  - Minutes of the Regular Council meeting & Council Workshop of November 20, 2025;
  - Appointment of Peggy Moss to the Historic Preservation Commission, term to expire September 1, 2028;
  - Appointment of Dan Tillman to the Board of Adjustment, fulfilling a term to expire April 1, 2029;
  - Motion to pay bills and transfers listed in Register No.'s 5510-5512;
7. (a) Now is the time and place for a public hearing awarding a contract for Main Street and North 7<sup>th</sup> Street Traffic Signal. A public hearing notice was published in the Daily Gate City on November 25, 2025.  
  
(b) Consider resolution awarding a contract for Main Street and North 7<sup>th</sup> Street Traffic Signal replacement.
8. Consider resolution acknowledging the Canvas of Votes for the 2025 Municipal Election held November 4, 2025.
9. Consider resolution approving Municipal Advisory Services Agreement with Piper Sandler.
10. Consider resolution approving replacement of air conditioner system at the Grand Theatre.
11. Consider resolution approving the purchase of 2013 Ford F-250 for the Street Department.
12. Consider resolution vacating and disposing for a sum certain of platted undeveloped Streets and Alley's in Hawkeye Addition, Keokuk, Iowa, Lee County Iowa.
13. Council Liaison Reports:
14. Staff Reports:
15. New Business:
16. Adjourn Meeting.

**MINUTES**  
**COUNCIL WORKSHOP**  
**November 20, 2025**  
**SPECIAL WORKSHOP 5:00 PM**

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

STAFF PRESENT: Ferneau, El Anfaoui, Broomhall, Carroll, and Whitaker; Rose and Weis(entered meeting at 5:15pm); Wills entered meeting at 5:19pm).

Ferneau provided an overview of the current finances related to street projects. He broke down the costs of engineering versus construction and asked the Council how they would like to fund upcoming projects. He also noted that the infrastructure portion of the Local Option Sales Tax (approximately \$600,000 annually) could be utilized to support some of the needed repairs.

The meeting adjourned at 5:29 p.m.

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

The City Council of the City of Keokuk met in regular session on November 20, 2025, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were eight council members present, one absent. Carissa Crenshaw, Dorothy Cackley, Devon Dade, Dan Tillman, Tyler Walker, Steve Andrews, Roger Bryant, and Michael Greenwald were present. Jeff Mullin was absent. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Assistant Chief of Police Andy Whitaker, Fire Chief Gabe Rose, Water Pollution Control Manager Tom Wills, and Bridge, Park, Cemetery & Sanitation Manager Bob Weis.

**MAYOR'S CORRESPONDENCE:** Informed of upcoming area events and noted that her Carroll, and Shoemaker & Haaland accepted the award for Street and Intersections from Iowa Ready Mixed Concrete Association related to the 18<sup>th</sup> street project. She also congratulated Addlyn Worster for winning 2 state swimming titles.

**CITIZENS' REQUEST:** Bill Smith thanked everyone involved in making the Road of Honor project possible and introduced Lester Kistner, Co-Founder of Iowa 2x4's for Hope. Kistner explained the mission of the organization and expressed hope to bring the initiative to Keokuk. Dennis Patterson raised concerns regarding his property, which was impacted by the 18th Street reconstruction, specifically noting issues with landscaping, steps, and his driveway.

Motion made by Tillman, second by Dade to approve the agenda, including the consent agenda. (8) AYES, (0) NAYS. Motion carried.

- Minutes of the Regular Council meeting & Council Workshop of November 6, 2025;
- Cash Receipts & Treasurer's Report for October 2025;
- Appointment of Joe Mickunas to the Keokuk Rand Park Pavilion Commission, fulfill a term to expire October 22, 2026;
- Appointment of Gibb Mann to the Keokuk Rand Park Pavilion Commission, term to expire October 22, 2028;
- Appointment of Brian Jobe to the Keokuk Rand Park Pavilion Commission, term to expire October 22, 2030;
- Motion to pay bills and transfers listed in Register No.'s 5507-5509;

Mayor Mahoney opened the public hearing at 5:42 p.m. on a request to vacate and dispose of platted unimproved Streets and Alley's in Hawkeye Addition, City of Keokuk, Lee County, Iowa. A public hearing notice was published in the Daily Gate City on November 12, 2025.

**COMMENTS:** Broomhall provided an overview and explained the recommendation of the City Planning Commission from their meeting on November 17, 2025. Citizen and property owner Mike Maerz expressed concern that, if approved, he would lose access to his property. Jon Morris provided background on the property, stating he wishes to regain control of the land he owns. He inquired whether the City would vacate the property, the associated costs, and what easements would be granted. Cackley noted that the property may have been annexed between 1972 and 1974. Nearby property owners Larry Clay and Harry Brackenbury shared their positions, with Brackenbury expressing concern that the approval could landlock three acres he owns. The Mayor provided a summary of the reasons for holding the hearing.

No further comments or objections were made, and Mayor Mahoney closed the public hearing at 5:57 p.m.

Mayor Mahoney opened the public hearing at 5:58p.m. on the proposal to enter into a Development Agreement with State Central Bank. A public hearing notice was published in the Daily Gate City on November 14, 2025.

**COMMENTS:** Mahoney gave overview.

No further comments or objections were made, and Mayor Mahoney closed the public hearing at 6:00 p.m.

Motion made by Walker, second by Greenwald to approve the following proposed **RESOLUTION NO. 302-2025:** “A RESOLUTION RATIFYING, CONFIRMING, AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KEOKUK AND STATE CENTRAL BANK.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Dade, second by Bryant to approve the following proposed **RESOLUTION NO. 303-2025:** “A RESOLUTION AWARDED ENGINEERING CONTRACT TO BOLTON & MENK FOR BEL AIR STREET PROJECT.” (7) AYES, (1) NAY – Cackley. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 304-2025:** “A RESOLUTION APPROVING THE PURCHASE OF 18 NEW DISC GOLF BASKETS FOR THE DISC GOLF COURSE IN RAND PARK.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 305-2025:** “A RESOLUTION APPROVING A LEASE AGREEMENT WITH UNITED WAY OF THE GREAT RIVER REGION TO LEASE SPACE AT THE SOUTHEAST IOWA DEVELOPMENT CENTER.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Dade, second by Bryant to approve the following proposed **RESOLUTION NO. 306-2025:** “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN APPLICATION FOR STATE REVOLVING FUND ASSISTANCE, IOWA DEPARTMENT OF NATURAL RESOURCES.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 307-2025:** “A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEMOLITION CONTRACT FOR A FOUR FAMILY CONVERSION LOCATED AT 727 EXCHANGE STREET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 308-2025:** “A RESOLUTION SETTING A PUBLIC HEARING ON PLANS, SPECIFICATIONS, ENGINEER’S COST ESTIMATE AND FORM OF CONTRACT FOR ASBESTOS REMOVAL AT ELKEM SITE, PLAT 1 AND AUDITOR’S PARCEL D.” (8) AYES, (0) NAYS. Motion carried.

Mahoney gave a summary of the City Administrators positive evaluation.

Dayne Walling, Director of Public Policy and Government Relations for Insight, presented information on the ongoing effort to establish a rural emergency hospital in the City of Keokuk.

Mike Norris of Southeast Iowa Regional Planning presented the National Impact Award to Michael and Jillian Mohrfeld of Green Oak Development and to the City. The award recognized the construction projects at 619, 623, and 625 Main Street, as well as the ongoing renovation at 629 Main Street. Mohrfeld expressed his gratitude for the opportunity and noted that it had been a challenging project.

**STAFF REPORTS:** Whitaker announced a new hire. Broomhall updated the Council on the animal control/sewer building roof problems and the timeline for resolution, as well as the Maerz easement and the Rairden’s request. Carroll provided an update on the City of Christmas, and Ferneau thanked Weis and his staff for their extra efforts in getting the City of Christmas up and running.

Motion made by Tillman, second by Bryant to adjourn the meeting at 6:52 p.m.



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 DECEMBER 4, 2025.

**REGISTER NO. 5510**

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$	1,356.50
AMI PIPE & SUPPLY	CREDIT ON ACCOUNT	\$	(530.50)
NATIONAL SIGN COMPANY, LLC	SUPPLIES STREET DEPT.	\$	625.74
BEARING HEADQUARTERS CO.	GATES WWTP	\$	223.50
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$	250.00
GRAY QUARRIES, INC	ROADROCK STREET DEPT.	\$	90.72
RIVER CITY PARTS, INC.	PARTS	\$	62.50
LAWSON PRODUCTS, INC.	WPC SUPPLIES	\$	738.80
ACCESS SYSTEMS	NEW COPIER CITY HALL	\$	9,963.75
S. J. SMITH WELDING SUPPLY	PARTS/SUPPLIES WWTP	\$	247.12
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$	3,322.25
TASKE FORCE, INC.	SERVICE	\$	11,257.80
MCFARLAND-SWAN OFFICE CITY	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	173.44
THE CARDBOARD BOX	UPS CHARGES WWTP	\$	38.44
CENTURY LINK	SERVICE	\$	278.65
GREAT RIVER REGIONAL WASTE	SERVICE	\$	10,559.30
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES WPC	\$	2,634.33
GWORKS	ANNUAL SUBSCRIPTION 2026	\$	24,381.00
TRUCK REPAIR, INC	PARTS-SANITATION & FIRE DEPT.	\$	377.32
SHOEMAKER & HAALAND	PROFESSIONAL SERVICES	\$	14,605.48
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$	1,735.10
KEOKUK CONTRACTORS, INC	CONTRACT WORK	\$	30,000.00
ENDERLE HEATING & A/C COMPANY	PARTS/LABOR	\$	1,197.42
HILL PRINTING	SUPPLIES	\$	356.80
HY-VEE, INC.	SUPPLIES	\$	385.44
HOERNER YMCA	MEMBERSHIP KPD	\$	196.35
DEPARMMENT OF INSPECTIONS,	SERVICE	\$	200.00
PER MAR SECURITY SERVICES	SERVICE	\$	418.56
OVERHEAD DOOR COMPANY OF	BOTTOM SEC.SERV/LABOR FIRE DPT	\$	812.00
NORTH CENTRAL LABORATORIES	LAB SUPPLIES WPC	\$	151.20
KNAPHEIDE TRUCK EQ CENTER	OUTFIT INTN'L TRUCK ST.DEPT.	\$	90,297.24
NIEMANN FOODS, INC./ACE	PARTS/SUPPLIES	\$	523.36
ELLIOTT EQUIPMENT CO.	PARTS SANITATION DEPT.	\$	140.49
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$	(470.20)
PAUL S. KELLY SR.	5HP AIR COMP.MOTOR RECOND WWTP	\$	885.63
MENARD INC.	SUPPLIES AIRPORT	\$	138.53
DISCOUNT TIRE & SERVICE	TIRES FIRE DEPT.	\$	1,433.64
STANARD & ASSOCIATES, INC.	LAW ENFORCEMENT TEST/SHIPPING	\$	132.50
ANDREW WHITAKER	REIMB.TRAVEL EXPENSES	\$	87.43
MEDIACOM	SERVICE	\$	251.30

**REGISTER NO. 5511**

ELECTRONIC ENGINEERING	PARTS KEOKUK MUN. AIRPORT	\$	327.19
MES SERVICE COMPANY, LLC	SUPPLIES KPD	\$	145.00
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$	15.61
IMI EQUIPMENT, LLC	PARTS/LABOR BRIDGE DEPT. TRACTOR	\$	599.92
LEE COUNTY TREASURER	SERVICE	\$	555.00
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING @ CITY HALL	\$	130.00
SOUTHEAST IOWA REGIONAL	SEIBUS TRANSP.SERV.JLY-SPT2025	\$	2,125.00
CARD SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	549.72
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$	175.00
WEST CENTRAL FS INC.	FUEL OIL,DIESEL GOLD @ AIRPORT	\$	1,033.67
INTERSTATE BATTERIES OF	BATTERIES BRIDGE DEPT.	\$	356.90
IOWA DEPARTMENT OF	PRINTER/PAPER ROLL KPD	\$	105.12
VERIZON WIRELESS	SERVICE	\$	154.22
ACCO UNLIMITED CORPORATION	PARTS	\$	480.41
IOWA LAW ENFORCEMENT ACADEMY	FIREARMS INSTRUCTOR COURSE	\$	1,875.00
RNJ'S DISTRIBUTION INC.	CREDIT ON ACCOUNT	\$	(26.50)
LIBERTY UTILITY IOWA	SERVICE	\$	8,794.38
INTERSTATE BILLING SERVICE,INC	PARTS FIRE DEPT.	\$	22.17
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$	1,476.00
RICOH USA, INC.	SUPPLIES LIBRARY	\$	43.56
TSS	SERVICE	\$	150.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$	9,470.00
IDENTIFIX INC	SUBSCRIPTION VEHICLE MAINT.	\$	1,428.00
FP MAILING SOLUTIONS	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	476.96
RICOH USA, INC.	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	120.00
DEMCO SOFTWARE	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	189.12
RAY ALLEN MANUFACTURING	PARTS	\$	89.98
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	600.00
ASCENT AVIATION GROUP INC	7000 GROSS GAL AIRPORT FUEL	\$	22,059.84
WALZ LABEL AND MAILING SYSTEMS	LEASE EQUIP. DEC2025-JAN.2026	\$	292.05
NORRIS ASPHALT PAVING	1/2'SURFACE STREET DEPT.	\$	3,762.24
SHARED IT INC	IT SERVICES	\$	2,168.95
TRI-STATE HEATING & ELECTRIC	NUISANCE MOWINGS	\$	3,360.00
REFERENCE	SERVICE/TRIP CHG.PUBLIC TV	\$	487.00
SOUTHEAST IA REGIONAL	SERVICE	\$	1,993.50
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$	212.50
W&S CONTRACTING	CONTRACT WORK	\$	21,185.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$	315.00
ACCESS SYSTEMS LEASING	KEOKUK PUBLIC LIBRARY	\$	182.35
HEY BRUCE INC.	MOWING,& EQUIP.MAINT.@ AIRPORT	\$	142.50
JONES CONTRACTING CORP.	CONTRACT WORK	\$	841,874.60
CENGAGE LEARNING INC./GALE	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	187.04
EOCENE ENVIRONMENTAL GROUP,INC	EPA BROWNFIELD CLEANUP GRANT	\$	8,993.80

**REGISTER NO. 5512**

MH LOGISTICS CORP	PARTS SANITATION DEPT.	\$	1,347.06
PORTA-BUBS LLC	REG & HANDICAP UNIT PARKS	\$	1,690.00
LEE COUNTY FLORAL LLC	CRAFT & CHAT @ LIBRARY	\$	300.00
MICHELLE MORTIMER	GRAND THEATRE MANAGER FEE	\$	400.00
NOLAN RIDDLE	CLOTHING ALLOWANCE KPD	\$	900.00
CLEAN HARBORS ENVIRONMENTAL	SERVICE	\$	8,498.25
VIKING AGGREGATES, INC.	FILL SAND WASHED SNOW REMOVAL	\$	401.72
CREATIVE PRODUCT SOURCE, INC.	200 LIBRARY BAGS	\$	186.70
INNOVA DISC GOLF	18 DISC GOLF BASKETS RAND PARK	\$	9,285.00
HEARTLAND RADAR, LLC	7 UNITS KEOKUK PD	\$	280.00
		\$	1,171,495.46



## COUNCIL ACTION FORM

Date: December 4, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: Award of Contract Main Street & North 7th Traffic Signal Agenda Item: \_\_\_\_\_

### Description:

Two bids were received on Tuesday, November 25, 2025 at 11:00 a.m. for replacement of the traffic signal at North 7th and Main Street. The low bidder was Kline Electric of Des Moines, IA in the amount of \$83,785.

It is therefore recommended that the council approve a contract with Kline Electric of Des Moines, IA to replace the traffic signal at Main Street and North 7th Street for a total cost of \$83,785

### FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: 001-240-6710 Title: Capital Equip/Traffic Light Maintenance

Amount Budgeted: \$0

Actual Cost: \$83,785

Under/Over: \_\_\_\_\_

#### Funding Sources:

Insurance Claim \_\_\_\_\_  
\_\_\_\_\_

#### Departments:

Traffic Light Maintenance \_\_\_\_\_  
\_\_\_\_\_

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

**Recommendation:**

Staff recommends approval.

### Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION AWARDDING A CONTRACT FOR  
MAIN STREET & NORTH 7<sup>TH</sup> STREET TRAFFIC SIGNAL REPLACEMENT**

**WHEREAS** two bids were received on Tuesday, November 25 at 11:00 a.m. for replacement of the traffic signal at Main Street and North 7<sup>th</sup> Street, which was damaged by a vehicle; and

**WHEREAS** the low bidder was Kline Electric of Des Moines, Iowa in the amount of \$83,785.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that a contract be awarded to Kline Electric of Des Moines, IA in the amount of \$83,785 for the replacement of the traffic signal at Main Street and North 7<sup>th</sup> Street.

**Passed this 4<sup>th</sup> day of December 2025**

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Mayor – Kathie Mahoney

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Attest – Celeste El Anfaoui



**BOLTON  
& MENK**

Real People. Real Solutions.

**BID SUMMARY**

<b>Project Location:</b>	Keokuk, Iowa	<b>Bid Day/Date:</b>	Tuesday, November 25, 2025
<b>Project Title:</b>	Main St & N 7 <sup>th</sup> St Traffic Signal	<b>Bid Time:</b>	11:00 A.M.
<b>Project No.:</b>	City of Keokuk 25X.137678.000		
<b>Addendum(s):</b>	No. 1. Issued November 13, 2025	<b>Quest No.:</b>	9937807

<b>BIDDERS</b>	<b>CITY</b>	<b>BID BOND</b>	<b>ADDENDUM 1</b>	<b>Total Amount</b>
1. Kline Electric	Des Moines	X	X	\$83,785
2. Keokuk Contractors	Keokuk	X	X	\$101,900
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



# COUNCIL ACTION FORM

Date: 12-4-2025

Presented By: El Anfaoui

Subject: Election Results Agenda Item: 8

## Description:

OFFICIAL ELECTION RESULTS FROM LEE COUNTY BOARD OF SUPERVISORS ARE ENCLOSED AND ARE BEING PRESENTED TO THE CITY COUNCIL FOR ACKNOWLEDGMENT.

## 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

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### Recommendation:

Staff recommends approval.

Staff recommends approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION ACKNOWLEDGING THE CANVAS OF VOTES FOR  
THE 2025 MUNICIPAL ELECTION HELD NOVEMBER 4, 2025**

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

**THAT**, the canvass of votes for the 2025 Municipal Election held November 4,  
2025, be acknowledged.

**Passed** this 4<sup>th</sup> day of December 2025.

\_\_\_\_\_  
K.A. Mahoney, Mayor

ATTEST: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk



OFFICE OF THE  
**LEE COUNTY AUDITOR**  
**SHERRI YASENCHOK**

933 AVENUE H P.O. BOX 190  
FORT MADISON, IOWA 52627

319/372-3705

[auditor@leecountyiowa.gov](mailto:auditor@leecountyiowa.gov)

Wednesday, November 12

Memo

TO: City Clerks and School Board Secretaries of Lee County

FROM: Carie Barnes

SUBJECT: Post Election Documents

Please find enclosed the Election Certificates and Abstract of Votes, initiated at the Official Canvass by the Board of Supervisors on Wednesday, November 12, 2025

The Election Certificates and the printed copies of the Open Meeting and Open Records handbook should be given to the duly elected winners.

Under Iowa law (HF 706), all officials newly elected or appointed for the first time after July 1, 2025, are required to complete public information training within 90 days of taking office. Certificates of completion must be retained by the governmental body and made available upon request to demonstrate compliance, and you can find additional information and training opportunities at the Iowa Public Information Board (IPIB)

Election summary and precinct by precinct results can be found on our website at [leecountyiowa.gov](http://leecountyiowa.gov).

Please confer with your legal counsel to ensure that newly elected office holders take their oaths before January 1, 2026, for city offices and at the next organizational meeting for school board offices.

COMMISSIONER OF ELECTIONS & VOTER REGISTRATION



Printed on Recycled Paper

State of Iowa  
Abstract of Votes

Lee County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

City of Keokuk - Mayor

Corey Samuels	Received Sixty-Seven (67) votes
Mark S. Smidt	Received One Thousand One Hundred and Eighty-Six (1,186) votes
Danny E. Glasgow JR	Received Four Hundred and Eighty (480) votes
Scattering	Received Fourteen (14) votes
Total	One Thousand Seven Hundred and Forty-Seven (1,747) votes

**We therefore declare :**

Mark S. Smidt to be duly elected for the office of City of Keokuk - Mayor.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Fort Madison, the county seat of Lee County, this Wednesday, November 12, 2025.

*Denise Fraire*

Chairperson

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

Attest: County Auditor and Clerk of the Board of Supervisors

Members of  
the Board  
of  
Supervisors  
and ex-  
officio  
County  
Board of  
Canvassers

(Seal)

State of Iowa  
Abstract of Votes

Lee County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

City of Keokuk - City Council At-Large

Doug Matlick	Received One Thousand Five Hundred and Fifty-Three (1,553) votes
Scattering	Received Thirty-Six (36) votes
Total	One Thousand Five Hundred and Eighty-Nine (1,589) votes

**We therefore declare :**

Doug Matlick to be duly elected for the office of City of Keokuk - City Council At-Large.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Fort Madison, the county seat of Lee County, this Wednesday, November 12, 2025.

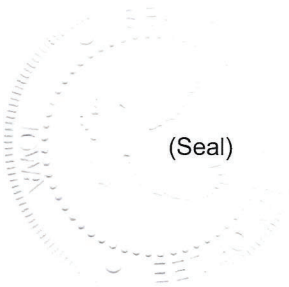
Denne Frane  
Chairperson

[Signature]

[Signature]

Charles Holman

Sherril Jensen  
Attest: County Auditor and Clerk of the Board of Supervisors



Members of  
the Board  
of  
Supervisors  
and ex-  
officio  
County  
Board of  
Canvassers

State of Iowa  
Abstract of Votes

Lee County, Iowa

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City of Keokuk - City Council Ward 1

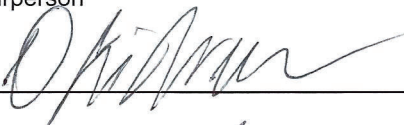
Ethan Glasgow	Received Sixty-One (61) votes
Todd A. Marshall	Received One Hundred and Forty-Eight (148) votes
Scattering	Received One (1) votes
Total	Two Hundred and Ten (210) votes

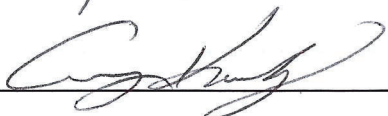
**We therefore declare :**

Todd A. Marshall to be duly elected for the office of City of Keokuk - City Council Ward 1.


IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Fort Madison, the county seat of Lee County, this Wednesday, November 12, 2025.

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
Attest: County Auditor and Clerk of the Board of Supervisors

(Seal)

Members of  
the Board  
of  
Supervisors  
and ex-  
officio  
County  
Board of  
Canvassers



State of Iowa  
Abstract of Votes

Lee County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

City of Keokuk - City Council Ward 3

Scattering	Received Thirty-Four (34) votes
Kathie Mahoney	Received Twelve (12) votes
Total	Forty-Six (46) votes

**We therefore declare :**

Kathie Mahoney to be duly elected for the office of City of Keokuk - City Council Ward 3.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Fort Madison, the county seat of Lee County, this Wednesday, November 12, 2025.

Dennis Frane  
Chairperson

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]  
Attest: County Auditor and Clerk of the Board of Supervisors

Members of  
the Board  
of  
Supervisors  
and ex-  
officio  
County  
Board of  
Canvassers

(Seal)

State of Iowa  
Abstract of Votes

Lee County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

City of Keokuk - City Council Ward 5

Jigar Patel	Received Eighty (80) votes
Dan Tillman	Received One Hundred and Six (106) votes
Matt VanBerkum	Received Two Hundred and Twenty-Seven (227) votes
Scattering	Received One (1) votes
Total	Four Hundred and Fourteen (414) votes

**We therefore declare :**

Matt VanBerkum to be duly elected for the office of City of Keokuk - City Council Ward 5.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Fort Madison, the county seat of Lee County, this Wednesday, November 12, 2025.

  
*Dennis Fraine*  
Chairperson

*[Signature]*

*[Signature]*

*Charles Hoffman*

*[Signature]*  
Attest: County Auditor and Clerk of the Board of Supervisors

Members of  
the Board  
of  
Supervisors  
and ex-  
officio  
County  
Board of  
Canvassers



State of Iowa  
Abstract of Votes

Lee County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

City of Keokuk - City Council Ward 7

Michael Greenwald	Received Three Hundred and Thirty-Five (335) votes
Scattering	Received Two (2) votes
Total	Three Hundred and Thirty-Seven (337) votes

**We therefore declare :**

Michael Greenwald to be duly elected for the office of City of Keokuk - City Council Ward 7.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Fort Madison, the county seat of Lee County, this Wednesday, November 12, 2025.

Denise Fraine  
Chairperson

[Signature]

[Signature]

Charles Heinen

[Signature]  
Attest: County Auditor and Clerk of the Board of Supervisors

Members of  
the Board  
of  
Supervisors  
and ex-  
officio  
County  
Board of  
Canvassers

(Seal)



# COUNCIL ACTION FORM

Date: December 4, 2025

Presented By: Ferneau

Subject: Piper Sandler Agreement Agenda Item: 9

## Description:

The City is in the design phase for Timea Street Reconstruction, with associated water line replacement and stormwater separation components intended to be included. We have previously applied for State Revolving Fund (SRF) loan funding to cover the stormwater separation components, designed to assist in meeting Combined Sewer Overflow (CSO) elimination in this area of the community. As we move forward in the loan process, we will need financial consultant assistance in the loan design and repayment design process. The cost of these services is intended to be incorporated in the SRF loan amount.

## 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

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Recommendation:

Staff recommends approval.

Staff recommends approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING MUNICIPAL ADVISORY  
SERVICES AGREEMENT WITH PIPER SANDLER**

**WHEREAS**, the City of Keokuk, Iowa is undertaking planning and design of Timea Street Reconstruction project along with utility replacement within the project corridor; and

**WHEREAS**, said project will incorporate the use of State Revolving Fund (SRF) loan proceeds to complete; and

**WHEREAS**, said loan will require planning assistance in completing financial modeling, debt retirement schedules, as well as transaction closing assistance; and

**WHEREAS**, the City of Keokuk, Iowa desires to use the Municipal advisory services of Piper Sandler to perform these financial consultation tasks.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** that the Municipal Advisory Services Agreement with Piper Sandler is hereby approved.

**PASSED, APPROVED, AND ADOPTED** this 4th day of December, 2025.

\_\_\_\_\_  
Mayor K.A. Mahoney

ATTEST:

\_\_\_\_\_  
Celeste El Anfaoui City Clerk

## MUNICIPAL ADVISORY SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on \_\_\_\_\_, 20\_\_ by and between City of Keokuk, Iowa (the Client) and Piper Sandler & Co. (Piper). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your Municipal Advisor, effective on the date this Agreement is executed (the Effective Date).

### I. **Scope of Services.**

- A. **Services to be provided.** Piper is engaged by the Client to provide services with respect to 2026 Timea St. sewer improvement SRF loan.
- B. **Scope of Services.** The Scope of Municipal Advisory Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Model Sewer utility income and expenses and provide input around water rate income increases necessary, if any
  2. If requested by the Client, develop a Plan of Finance for the Project
  3. As requested by the Client, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
  4. As requested, develop a timeline with respect to the issuance of proposed securities
  5. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules.
  6. Coordinate the closing of the transaction
  7. Attend meetings of the Client's governing body, as requested

II. **Limitations on Scope of Services.** In order to clarify the extent of our relationship, Piper is required under MSRB Rule G-421 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and Piper.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

To the extent that we provided the Client and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to the Piper by a third-party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The Scope of Services does not include tax, legal, accounting or engineering advice, or review of any third-party feasibility study, with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. **Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

### IV. **Compensation.**

Compensation is contingent on size of bond issue or nominal value of product and contingent on closing. The fee will be calculated as (a) a per-issuance fee of as 0.2% of the gross proceeds of securities issued, with a minimum per-issuance fee of \$7,000 plus (b) once an initial plan of finance has been established, a fee for updated numbers or scenarios of \$250 per scenario (other than no per-scenario fee is charged for updating the existing plan of finance scenario for change in property valuation or change in interest rates).

An adjustment in the fee might be necessary in the event that (i) the gross proceeds amount of securities actually

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<sup>1</sup> See MSRB Rule G-42(c)(v).

issued differs significantly from the amount stated at the time of entering into this Agreement; (ii) material changes in structure or schedule of the financing occur; or (iii) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. Compensation is payable in immediately available funds at closing.

V. **IRMA Matters.** If the Client has designated Piper as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper and Client agrees not to represent, publicly or to any specific person, that Piper is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper’s prior written consent.

VI. **Piper’s Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper undertake certain inquiries or investigations of and relating to the Client in order for Piper to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper undertakes a determination of suitability of any recommendation made by Piper to the Client, if any or by others that Piper reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper in carrying out these duties to inquire or investigate, including providing to Piper accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper provide advice with regard to any recommendation made by a third party, the Client will provide to Piper written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. **Expenses.** Piper will be responsible for all of Piper’s out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. **Delegation of Duties.** Piper shall not delegate its duties hereunder or otherwise assign or dispose of this Agreement or any of its contents, or of its right or interest therein to any other entity without the prior written consent from Client.

IX. **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, shall terminate upon completion of the Project. So long as Piper is performing pursuant to this Agreement, the Client may not terminate this Agreement during its term. In the event of non-performance by Piper, the Client shall first give written notice to Piper of the specific event of non-performance, and shall allow Piper 30-days to remedy the specific item of non-performance, prior to termination. If Piper fails to remedy the specific item of non-performance within the prescribed 30-day period of time, the Client may immediately terminate this Agreement by providing payment to Piper for all Reasonable Fees. Piper may terminate this Agreement at any time, however, in the event of termination, only the sum of the Reasonable Fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable. Reasonable Fees shall mean: With respect to each Issue, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of the Issue. By way of example,

if the Agreement is executed on January 1, 2025, and the expected completion of one component of Bonds is September 1, 2025 (that being 8 months), and the Agreement is terminated on July 1, 2025 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8). The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

X. **Independent Contractor.** Piper is an independent contractor, and nothing herein contained shall constitute or designate Piper or any of its employees or agents as employees or agents of the Client.

XI. **Entire Agreement/Amendments.** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper and Client.

XII. **Required Disclosures.** MSRB Rule G-42 requires that Piper provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper's Disclosure Statement attached as Appendix A to this Agreement.

XIII. **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper or any of its associated persons, Piper and its associated persons shall have no liability to the Client for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper to the Client. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIV. **Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Keokuk, Iowa  
501 Main Street  
Keokuk, IA 52632  
Jim Fernau, City Administrator

Or to Piper at:

Tim Oswald, Managing Director  
Public Finance Department  
Piper Sandler & Co.  
3900 Ingersoll Ave. Suite 110  
Des Moines, IA 50312

With a copy to:

Piper Sandler & Co.  
Legal Department  
800 Nicollet Mall, Suite 900  
Minneapolis, MN 55402

XV. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims



with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVI. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XVII. **Counterparts; Severability.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement, which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XVIII. **Waiver of Jury Trial.** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XIX. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XX. **Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper's performance of its activities under this Agreement:

Jim Fernau, City Administrator

The following individuals at Piper have the authority to direct Piper's performance of its activities under this Agreement:

Tim Oswald, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Sandler & Co.

\_\_\_\_\_  
Tim Oswald  
Managing Director  
\_\_\_\_\_, 2025

ACCEPTED AND AGREED:

City of Keokuk, Iowa

\_\_\_\_\_  
Title:  
Date:



Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”). A brochure is posted on the website of the MSRB, at [www.msrb.org](http://www.msrb.org) that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

## APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

***Compensation-Based Conflicts.*** The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

OR

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

***Transactions in Client's Securities.*** As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such

disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



# COUNCIL ACTION FORM

Date: December 4, 2025

Presented By: Ferneau

Subject: Grand Theatre HVAC Repair Agenda Item: 10

## Description:

Enclosed in your packet is a request from the Grand Theatre for assistance in funding a much needed Air conditioning system replacement. They lost the ability to cool the facility near the end of the cooling season, and are desiring to have the repairs occur before it warms up in the spring. They are anticipating performing the work in March if possible. The Grand Theatre typically is self-supporting. Their budget in the General Fund usually around \$50,000 (last year it was \$85,000 with a large capital expense), but their building usage fees along with fundraising and private donations offset these expenses. The expenditure on the Air Conditioning system is more significant though, with an anticipated cost that could be close to \$70,000, which is more than they think they can raise in one year on their own. This was not an anticipated expenditure but is driven by equipment failure. The Grand Theatre Commission thinks they can cover \$40,000 of the cost, but would need additional funding to make up the difference. If the Council approves the expenditure, it would be out of General Fund dollars. If the Council moves forward with this, there should be some level in flexibility for how much it covers beyond the \$40,000 raised by the Grand Theatre. I placed \$30,000 in the resolution, but this could be amended if you desired at the meeting.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 001-421-6750 Title: Capital Improvements

Amount Budgeted: 10,000

Actual Cost: 70,000

Under/Over: 60,000

### Funding Sources:

private donations 40,000

City support 30,000

### Departments:

\_\_\_\_\_  
\_\_\_\_\_

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

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### Recommendation:

Staff recommends approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING REPLACEMENT OF AIR  
CONDITIONING SYSTEM AT THE GRAND THEATRE**

**WHEREAS**, the City of Keokuk, Iowa owns and is responsible for the Grant Theatre;  
and

**WHEREAS**, the City Council of the City of Keokuk, Iowa has delegated operational  
control and oversight of the Grand Theatre to the Grand Theatre Commission; and

**WHEREAS**, the Grand Theatre Commission has determined that the Air Conditioning  
system at the Theatre is in need of replacement at an estimated cost of \$70,000; and

**WHEREAS**, the Grand Theatre Commission is able to cover approximately \$40,000 of  
the replacement costs through fundraising and private donations; and

**WHEREAS**, the Grand Theatre Commission needs assistance from the City of Keokuk  
in meeting approximately \$30,000 of the repair costs; and

**WHEREAS**, the City Council of the City of Keokuk, Iowa recognizes the need to  
maintain its facilities in proper working order and acknowledges that there needs to be some  
flexibility in how much is committed to the project to cover variables in the actual project bids.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE  
CITY OF KEOKUK, STATE OF IOWA:** that the City of Keokuk is willing to support the  
estimated \$70,000 project cost in an amount not to exceed \$30,000.

**PASSED, APPROVED, AND ADOPTED** this 4th day of December, 2025.

\_\_\_\_\_  
Mayor K.A. Mahoney

ATTEST:

\_\_\_\_\_  
Celeste El Anfaoui City Clerk

TO: Keokuk City Council  
FROM: Grand Theatre Commission  
SUBJECT: Air Conditioner Funding Request  
DATE: November 17, 2025

I am writing on behalf of the Grand Theatre Commission to respectfully request consideration for support to assist with a significant maintenance and capital expenditure we are facing this year—the replacement of our building's air conditioning system.

The Grand Theatre is a historic landmark in our community, proudly standing for more than 100 years. As a venue that regularly hosts visitors, performances, community events, and tourism-driven activities, we play a vital role in supporting local economic impact. However, as a century-old building, our infrastructure requires specialized and often costly care. This year, the most urgent and unavoidable need is the replacement of our aging air conditioner.

Because of the building's age, design, and required structural accommodation, the cost of installing a new system is exceptionally high. This expense far exceeds our normal operational budget and routine maintenance capabilities. Ensuring a safe, comfortable, and climate-controlled environment is essential not only for our performers, volunteers, and staff but also the many guests, both local and from out of town—who visit the Grand Theatre throughout the year.

Support would directly help us preserve our historic facility, maintain a reliable venue for tourism-related events, and continue contributing to the cultural and economic vitality of our community.

We want to express our appreciation to the city for all it does. Thank you for considering the GTC to help safeguard our century-old landmark that continues to welcome and inspire visitors from near and far.



## COUNCIL ACTION FORM

Date: December 4, 2025

Presented By: Brian Carroll, PWD *BC*

Subject: 2013 Ford F-250 Agenda Item: \_\_\_\_\_

### Description:

The Street Department is in need of a plow truck. The current 2001 Ford F-250 needs to be replaced to get us through the snow season.

Carson Ford of Carthage, IL has a 2013 Ford F-250 equipped with a plow. We recommend purchasing this truck for \$18,367.70 from Carson Ford as a replacement for the above mentioned truck .

### FINANCIAL

Is this a budgeted item?

YES



NO



Line Item #: 110-211-6710

Title: CAPTIAL EQUIP-ROADWAY MAINT

Amount Budgeted: \_\_\_\_\_

Actual Cost:

\$18,367.70

Under/Over: \_\_\_\_\_

Funding Sources: ,

RUT

Departments:

Street

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 PURCHASE OF  
2013 FORD F-250 FOR STREET DEPARTMENT**

**WHEREAS** that the street department is in need of a plow truck to get through the winter season; and

**WHEREAS** Carson Ford of Carthage, IL currently has a 2013 Ford F-250 equipped with a plow for \$18,367.70, which will replace a 2001 Ford F-250.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that the purchase of a 2013 Ford F-250 equipped with a plow be approved from Carson Ford, Carthage, IL in the amount of \$18,367.70 to replace a 2001 Ford F-250 currently used by the street department to plow snow.

**Passed this 4<sup>th</sup> day of December 2025**

---

Mayor – Kathie Mahoney

---

Attest – Celeste El Anfaoui

4247

UNSET | Reynolds and Reynolds | UNSET

FORM SA-131N-WPC (1-97)  
Reynolds and Reynolds  
TO ORDER: www.reynolds.com; 1-800-344-0956, fax 1-800-531-9055

VEHICLE INVOICE		<b>CARSON MOTORS INC</b> carsonford.com/carsnfrd@adams.net		037275 *	
Highway 136 • PO Box 9 Carthage, IL 62321 (319) 524-2050		Highway 136 Hamilton, IL 62341 (217) 847-3686		Stock #T7309A	
GEORGE PINTAR		(800) 728-3589		12/01/25	
SALESMAN		City Of Keduk 501 Main Street KEOKUK, IA 52832		DATE	
SOLD TO:		ADDRESS:		Vehicle Miles: 126,022	
MAKE	MODEL	NEW OR USED	VIN	YEAR	KEY NO.
Ford	Super Duty F-250 SRW	USED	1FTBF2B67CEA02825	0	
PRICE					
INSURANCE COVERAGE INCLUDES:					
<input type="checkbox"/> FIRE AND THEFT <input type="checkbox"/> PUBLIC LIABILITY - AMT.					
<input type="checkbox"/> COLLISION - AMT. DEDUCT. <input type="checkbox"/> PROPERTY DAMAGE - AMT.					
OPTIONAL EQUIPMENT AND ACCESSORIES					
GROUP	DESCRIPTION	PRICE			
<i>WESTERN 9'6" MVP PLUS</i>					
<i>Contractor Grade 5' snow plow INCLUDED</i>					
SALES TAX <i>2.70%</i> N/A					
LICENSE AND TITLE <del>27.00</del>					
TOTAL CASH PRICE \$18,027.00					
XXXXXX Doc Fee 367.70					
FINANCING N/A					
INSURANCE \$18,394.70					
TOTAL TIME PRICE					
SETTLEMENT:					
DEPOSIT					
CASH ON DELIVERY N/A					
TRADE-IN N/A					
LESS LIEN N/A					
TYPE					
VIN					
PAYMENTS					
TOTAL \$18,394.70					

\$18,367.70



# COUNCIL ACTION FORM

Date: December 4, 2025

Presented By: Broomhall

Subject: Resolution vacating & disposing of certain public right of way in Hawkeye Addition Agenda Item: 12

## Description:

The City Planning Commission reviewed the request 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. After hearing from abutting property owners that could be affected by the request, the Planning Commission recommended to vacate all requested streets and alley's except for 25th Street.

Hickory, 20th & 25th Street will remain platted public streets and may be used for access to abutting property owners. Please note that although these are platted streets, they have never been improved and will require a considerable amount of work to be usable.

I am awaiting a brokers price opinion concerning a fair market value for this property, I should have this document prior to the Council meeting of December 4, 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

Held Public hearing

Date \_\_\_\_\_

November 6, 2025

November 20, ,2025

### Recommendation:

Vacate & dispose of requested platted public right of way.

## 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 ¼) 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 (NW¼) of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) 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 (SW¼) of the Northwest Quarter (NW¼) 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

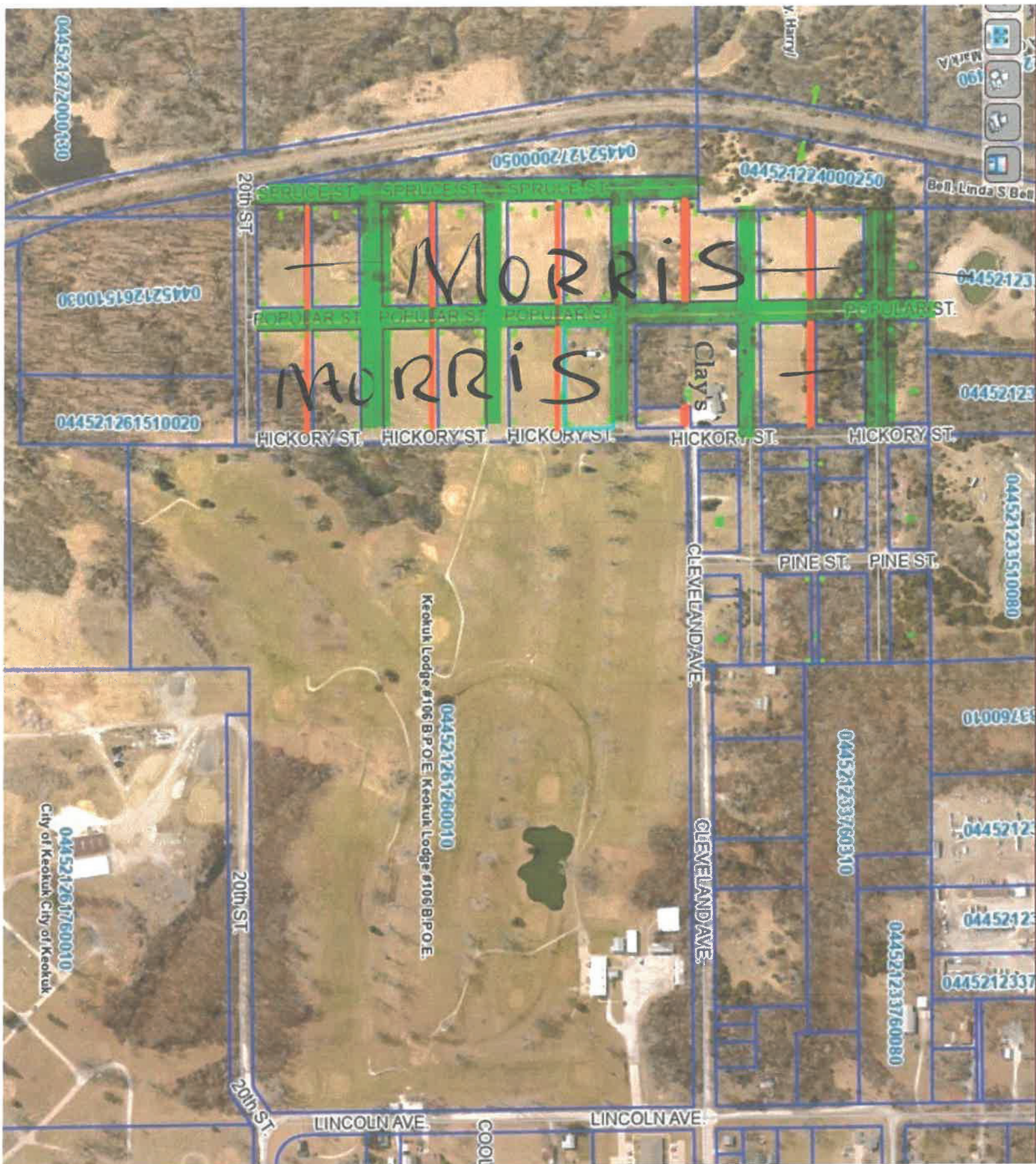
Dear Members of the Keokuk City Council,

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 VACATING AND DISPOSING FOR A SUM CERTAIN OF PLATTED UNDEVELOPED STREETS AND ALLEY'S IN HAWKEYE ADDITION, KEOKUK, IOWA, LEE COUNTY IOWA**

**WHEREAS**, the Keokuk Planning Commission held a public hearing on November 17, 2025 to review a request from Jonathan C. Morris to vacate certain platted unimproved streets and alley's in Hawkeye Addition, City of Keokuk, Lee County, Iowa and recommend vacation of platted unimproved streets and alley's adjacent/in Blocks 3, 4, 5, 6 , 11, 12,13,14,15,16,17, 18 except for Hickory Street, 20<sup>th</sup> Street from Hickory to Spruce, 25<sup>th</sup> Street from Hickory Street to the west section line of Section 23 in Hawkeye Addition, City of Keokuk, Lee County, Iowa, and;

**WHEREAS**, a public hearing was held on November 20, 2025, by the Keokuk City Council on a request to vacate and dispose of platted unimproved streets and alley's adjacent/in Blocks 3, 4, 5, 6 , 11, 12,13,14,15,16,17, 18 except for Hickory Street, 20<sup>th</sup> Street from Hickory to Spruce, 25<sup>th</sup> Street from Hickory Street to the west section line of Section 23 in Hawkeye Addition, City of Keokuk, Lee County, Iowa, and;

**WHEREAS**, pursuant to Iowa Code Section 354.23, the City Council declares its intent to dispose of this City right-of-way by the vacating instrument all its right, title, and interest in it to the Jonathan C. Morris for a sum certain and

**WHEREAS**, the Keokuk City Council has deemed said right of way as no benefit to the public; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that platted unimproved streets and alley's adjacent/in Blocks 3, 4, 5, 6 , 11, 12,13,14,15,16,17, 18 except for Hickory Street, 20<sup>th</sup> Street from Hickory to Spruce, 25<sup>th</sup> Street from Hickory Street to the west section line of Section 23 in Hawkeye Addition, City of Keokuk, be vacated and conveyed for a sum certain to Johnathan Morris.

**BE IT FURTHER RESOLVED**, that the Mayor and the City Clerk be and are hereby authorized, empowered and directed to take all necessary measures to convey the City's interest in the above-described alley right-of-way and,

**BE IT FURTHER RESOLVED**, that the aforementioned vacation shall be reflected in Appendix A, Section 8 of the Keokuk Municipal Code, and a copy recorded with the Lee County Recorder of Deeds and filed and indexed as a conveyance by the Lee County Auditor.

**Passed & Approved** this 4<sup>th</sup> day of December 2025.

\_\_\_\_\_  
K. A. Mahoney, Mayor

Attest: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk



**CITY PLANNING COMMISSION**  
**November 17, 2025 @ 4:30 p.m.**  
**Minutes**

**Members Present:** Larry Wallingford, Sue Dickson, Mary Watson, Chance Nye, Tom Bryant, Joe Mickunas, Lisa Celandia

**Members Absent:** Kristal King

**Staff Present:** Pam Broomhall, Community Development Director, Annette Peevler, Public Works/Planning Administrative Secretary

**Visitors:** Paul Rairden, James B. Kettering, Harry Brackenbury, Kathie Kelly, Shari Engel, Todd A. Marshall, Matthew Maerz, Mike Maerz, Jon Morris, Dorothy Cackley, Isaac Rairden, Casey Barnes, William W. Bonas

Wallingford called the meeting to order at 4:32 p.m.

Wallingford asked if there were any changes or corrections to the minutes of May 27, 2025. Hearing none, Watson moved to approve the minutes of the previous meeting. Nye seconded.

**RESULTING VOTE: AYES - 7, NAYS – 0, motion passed.**

**Item #1** Election of chair and vice-chair of the City Planning Commission.

Watson made a motion to nominate and elect Wallingford to remain chair of the planning commission and Bryant to remain as vice-chair. Dickson seconded.

**RESULTING VOTE: AYES – 7, NAYS – 0, motion passed.**

**Item #2** Johnathan Morris, 1727 Hilton Road, Keokuk, IA 52632

**VACATION** - Appellant has requested a vacation of all platted unimproved streets and alleys adjacent in Blocks 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, except for 20<sup>th</sup> Street and Hickory Street in Hawkeye addition.

Pam Broomhall, Community Development Director, read her memorandum to the commission and explained that Morris had spoken to property owners Larry and Sandra Clay and they had no issue with the vacation request. Broomhall said Mike Maerz voiced opposition to the vacations as he fears he will not have access to his property. Broomhall stated that Kathie Kelly, 1135 Johnson Street Road, contacted her stating that they need access to their property that abuts Hawkeye Addition.

Jon Morris, 1727 Hilton Road, said he bought the property in 2017 from Judith Bickel with the intention of someday building a home at that location. He stated that a couple of years ago he came to the City about construction and learned the platted right of ways were public and would need to be vacated if he wanted control of the entire acreage. Morris stated that recently he decided to sell his current home on Hilton Road and begin construction of the new home and would like the platted right of ways vacated. Morris said he was under the impression that anyone could access the streets because they are city streets, although unimproved and unmaintained, but he has never seen anyone use them.

Morris said he has been maintaining the area and when a cistern caved in, he filled it in and maintained it because it appeared the city had no desire to maintain the streets there. Morris said the big issue seems to be the easements and though he has spoken with Mr. Maerz several times, he has no idea how to give Maerz access to his land, other than across the railroad tracks. Morris said he just wants the property and to work with the neighbors to get them access to their land. Morris said he is not sure why the city has not given Maerz an easement.

Watson asked why the city has denied an easement to Maerz. Broomhall said there are monitoring wells located on the City's property for the old landfill. Morris said there is more than one way for Maerz to access his land. Broomhall said the city council needs to determine whether to give Maerz an easement and it will be reviewed at a future council meeting.

Wallingford said this meeting is to address the vacation request, not to recommend easements to the city council.

Watson asked Morris about Hickory and Spruce Streets, as they are not highlighted on the map that was submitted. Morris said he just wants to get this done and then will worry about easements later. Morris said he would like to get Hickory and Spruce vacated, not disposed of, but that is a conversation for a later date.

Mike Maerz, 382 Wise Lane, said he has been trying to get an easement from the city for 40 years. Maerz said he needs an easement to have access to his land. Broomhall explained to Maerz that this meeting is for the vacation request only, the commission is responsible for making a recommendation to the city council whether to vacate the streets and alleys that have been requested, not a determination for an easement through city property. Maerz said he wants the planning commission to have the information and does not understand why his request for an easement has never been addressed. Broomhall said the city council will consider the easement for Maerz at the council meeting on Thursday, December 4<sup>th</sup>. Broomhall said she found some old letters from former public works director, Bill Richards, recommending granting Maerz an easement.

Bryant asked Maerz how he gets to the property now. Maerz said he cuts through the woods and across the railroad tracks.

Matt Maerz, 2711 Crest Court, said he has information to share as he works at the sanitation department. Bryant asked if Maerz currently uses Morris's property to get to his. Matt Maerz said yes. Matt Maerz said they have to go through some of the Morris property to get access to theirs because an easement has never been properly granted. Wallingford asked if the city has any use for the property. Broomhall said no.

Harry Brackenbury, 1135 Johnson Street Road, said he owns three acres near the Morris property and they have the same concerns as Maerz, they all just want access to their property. Morris said access to the Brackenbury property would need to be considered tonight. Broomhall reiterated this meeting is to review and make a recommendation for a vacation request, not easements. Broomhall said if the commission is concerned about landlocking the Brackenbury's, they should recommend not vacating 24<sup>th</sup> or 25<sup>th</sup> Street.

Nye asked if there could be a land swap to make everyone happy. Morris said he was retracting the request for 25<sup>th</sup> Street so neighbors can still have access to their land.

Nye asked if commission members were clear on the streets and alleys being considered.

Morris asked who would be responsible for constructing and maintaining access for Maerz and the Brackenbury's, Broomhall stated that she thought that property owners would be responsible.

Nye asked Brackenbury if he prefers 24<sup>th</sup> or 25<sup>th</sup> Street to be able to gain access to his property. Brackenbury said it did not matter, he just wants access to his land for future development.

Nye asked Broomhall if Morris builds on Block 14, which abuts Hickory Street, does he still have to follow setback rules. Broomhall said yes. Broomhall stated that if the platted right of ways were vacated and purchased, the streets/alley's would need to be combined lots for Morris to build where he wants.

Maerz again told the Commission members that he came to city hall about a month ago to request an easement and did not understand why it was not an action item on the council agenda. Broomhall stated she does not put items on the council agenda before making the city council members aware of the request so they can make an informed decision. Watson asked Maerz what he would recommend for access to his property. Maerz showed commission members a map and said he thought the city was supposed to help people and that Carroll (Brian Carroll, the public works director) should come out and look at the landlock before making a determination that the city not grant an easement to Maerz.

Nye made a motion to recommend vacating all streets referenced in the request with the exception of 20<sup>th</sup> Street, 25<sup>th</sup> Street, and Hickory Street, and forward the request to the City Council. Bryant seconded.

**RESULTING VOTE: AYES – 7, NAYS – 0, motion passed.**

Broomhall said there will be a public hearing set to vacate recommended right of way and if all is approved, the properties will be disposed of.

**Item #3** Rairden's Towing & Transport, LLC, 3944 South 7<sup>th</sup> Street, Keokuk, IA 52632

**REZONING** - Appellant has requested rezoning of approximately 18.4 acres located at 4045 Main Street; 3.38 acres from a C-2 (general commercial) to an M-2 (heavy industrial) and approximately 15 acres from R-1 (single family dwelling) to an M-2 (heavy industrial) district.

Broomhall gave a summation of the letter she submitted to the planning commission for the rezoning appeal. Broomhall said Rairden purchased the property in question in 2017 and a few months ago the city received a complaint that the property was being used as a junk yard. Broomhall said she was not aware of junk vehicles being towed there.

Broomhall said the Comprehensive Plan specifies the future land use to be commercial. Broomhall said an impound yard does not fall under general commercial.

Paul Rairden, owner of Rairden's Towing & Transport, LLC, said the property is not being used as a salvage yard, but as a storage facility. Rairden said when they purchased the property, they were under the impression it was commercial property because that is what Lee County Beacon shows. Rairden said the majority of the vehicles they tow there are for the City of Keokuk. Rairden said there are

some semi-trailers also stored there. Rairden said the back portion of the property can stay residential and that they would prefer that. Rairden said the area is all sand so a residential house could not be built there. Rairden said they are only using property for storage of vehicles.

Broomhall explained the Lee County Beacon site does classify 4045 Main Street as commercial, but that is strictly for tax purposes, that classification has nothing to do with city zoning, which states that on the website. Broomhall said rezoning to an M-2 would allow any use allowed in a heavy industry district to go there, which could disrupt the neighborhood. Broomhall said the residents and their properties in this surrounding area need to be protected. Broomhall said when she went out to the location to inspect, it was unsightly and considered to be blight, and the neighbors should not be subjected to that.

Rairden said they would be willing to put up a fence.

Broomhall said the commission could approve the rezoning with conditional zoning, which would allow for this business, but no other uses allowed within an industrial district would be permitted. Broomhall said if the commission recommends rezoning and the city council approves that recommendation, then Rairden's would need to apply for a special use permit which would be required to be approved by the board of adjustment.

Watson asked if Rairden has been doing this type of business on the property since they purchased the land. Rairden said yes.

Nye asked what they are using the buildings on the property for. Rairden said storage only. Nye asked if they work on vehicles at the location. Rairden said no, they do that at their shop located at South 7<sup>th</sup> Street.

Jim Kettering, 2585 357<sup>th</sup> Street, said he owns property next to Rairden's property and most of his questions have been addressed, but his main concern was the property being used as an auto salvage yard.

Wallingford said he would definitely like conditions placed on Rairden's Towing & Transport, LLC if a recommendation to rezone is made.

Dickson asked if there are conditions set forth, if Rairden's will still have to come back for a special use permit. Broomhall said yes. Celia asked if that is when conditions are placed. Broomhall said the with conditional zoning, the conditions must be agreed upon by the applicant prior to the end of the public hearing. Broomhall stated that the board of adjustment can place conditions on a special use permit if granted.

Mickunas asked if any progress has been made in removing vehicles to be compliant with a letter Broomhall sent to Rairden prior to the rezoning appeal. Rairden said they moved about twelve vehicles after receiving the letter from the city.

Mickunas asked if the area was zoned an M district, if Rairden's would be compliant. Broomhall said no, they would still need a special use permit. Mickunas said he wanted to be sure issues were being resolved. Broomhall said she gave them until December 1<sup>st</sup> in the letter of violation, but because they requested the rezoning, she would work with Rairden's until decisions are made. Broomhall said if

the rezoning is denied, Rairden's will need to start moving vehicles off the property.

Nye asked about fencing and if the rezoning is approved if there would be a requirement to survey the property. Broomhall said a survey may be required to determine the exact area to be rezoned.

Nye asked if the special conditions are added, would the property revert to commercial if Rairden's sold the property. Broomhall said no, the property could only be used by the conditional zoning agreement, which could include commercial uses. Bryant asked if it would include salvaging vehicles. Broomhall said no, but car sales and similar uses would be appropriate uses.

Wallingford asked if the rezoning is not approved, will Rairden have to move the business from the location. Broomhall said yes, but he would be allowed to store vehicles in the warehouse on the property.

Bryant said he does not really have issues with rezoning to an M-2 for this particular business, however he does not want other industry locating there. Bryant asked Broomhall her opinion on rezoning the property. Broomhall said she is opposed to rezoning for this particular use of storing junk vehicles, because there is plenty of residential property neighboring this area that can be built on. Rairden agreed that he would like the area to remain residential and reiterated, that they are only using the property for storage.

Nye asked Rairden how long the process generally takes to get a clear title to be able to scrap an unclaimed vehicle. Rairden said approximately 6 months, but they have had some vehicles for up to a year. Nye asked Rairden what could be done to reduce the blight on the property. Rairden said they could move vehicles that are in front to the rear of the property, and they could fence a portion of the property.

Broomhall asked how many vehicles Rairden believes there are now. Rairden said around 250.

Broomhall said there needs to be deeper discussion on impound yard versus salvage yard.

Bryant said he has no issues with rezoning to an M-2 with conditions.

Nye made a motion to recommend that the C-2 (general commercial) district and R-1 (single family dwelling) district be combined and surveyed to the point of the useable portion of the property (excluding approximately ten (10) acres in the rear) and allow a conditional M-2 district that the current operation does not change from a storage lot to anything outside of that practice. And that a good faith effort be made to clean up the property and construct a privacy fence to hide any visible vehicles from the frontage and the side yards and forward the request to the City Council. Bryant seconded.

**RESULTING VOTE: AYES – 7, NAYS – 0, motion passed.**

Broomhall said those seem to be reasonable conditions. Nye said he was trying to address the blight issue.

Broomhall said if the council approves the rezoning with conditions, the city attorney will draft a contract.

Wallingford welcomed new commission member, Lisa Celandia. Celandia said she was previously employed as a city planner.

Meeting adjourned at 6:48 p.m.

Respectfully Submitted,  
Acting Secretary  
Annette Peevler



**AGENDA**  
**COUNCIL WORKSHOP**  
**December 4, 2025**  
**IMMEDIATELY FOLLOWING COUNCIL MEETING**

1. Discussion regarding Easement Requested by Mike Maertz.

**Date:** December 2, 2025

**To:** City Council

**From:** Pam Broomhall, Community Development Director

**RE:** Mike Maerz easement request

Mike Maerz, of 382 Wise Lane, submitted the highest bid for 6.96 acres that he purchased from the City of Keokuk in 1980. The parcel is adjacent to Mr. Maerz's existing property on Wise Lane, with the railroad running between the two properties. At the time of the sale, bidders were given the option to withdraw their bids due to the lack of public access to the parcel.

In 1981, Mr. Maerz requested an easement from the City; however, the request was denied under Resolution 178. The City Council determined that granting the easement could potentially interfere with future use of the old landfill. An accompanying letter from City Planner David Sperry advised that alternate access was available—west through Maerz's own property and north through the Bickels property (now owned by Morris).

In 2006, former Public Works Director Bill Richards recommended that a roadway easement be granted to Mike Maerz at no cost, stating that the easement was necessary because the land previously sold to Maerz would otherwise be landlocked. However, there is no documentation indicating that the City Council approved this easement request.

In 2010, an easement document for Maerz was prepared by Shoemaker & Haaland in connection with a property exchange between the City of Keokuk and the Elks Club. The easement paperwork lists Pam Broomhall as the requesting party. I would have needed some form of authorization from either the City Council or the Mayor to initiate preparation of this document. While there is supporting documentation for the property trade with the Elks, there is no record indicating that the City Council approved the easement for Maerz.

Mr. Maerz has again approached the City to request an easement through the old landfill. Public Works Director Brian Carroll has recommended denying the request, stating in the attached memorandum that "protecting the integrity and operational capacity of City infrastructure is essential to maintaining public services and compliance with environmental standards."

I have requested City Attorney Jim Dennis to advise of any potential liability if an easement is approved, this information will be available on Thursday.

This was the time and place for a public hearing and receipt of bids for the sale of property described as Parcel #1 and Parcel #4 located in the Northwest quarter of Section 26, Township Sixty-five North, Range Five West.

The City Attorney suggested that, as there is no public access to this property, that the accepted bidder would be given the privilege of withdrawing his bid if so requested.

There were no further comments, and the following bids were then received:

Harlan Dean Bickel	Parcel #1	\$1,666
1818 Main St.	Parcel #4	\$2,666
Michael and Susan Maerz	Parcel #1	No bid
Hilton Road	Parcel #4	\$3,200
Elks Lodge No. 106	Parcel #1	\$ 760
2200 Lincoln Ave.	Parcel #4	\$ 700

The following resolution was then adopted:

#### RESOLUTION NO. 446

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

THAT, the City Council hereby acknowledges the bids received for sale of the aforementioned property.

BE IT FURTHER RESOLVED, THAT, said bids are hereby assigned to the Economic Development Committee for further study, and that the Economic Development Committee is hereby authorized to make the final decision regarding said bids.

Moved by Shuman

Seconded by Halstead

Passed this 4th day of December, 1980

ROLL CALL: ABELL-Aye DENNIS-Aye KREIS-Aye SMITH-Aye HILMER-Aye  
HARMON-Aye HALSTEAD-Aye SHUMAN-Aye BULLIS-Aye

Ayes-9

Nays-0

1980

On December 4th, 1980, bids were received for the sale of City owned property described as Parcel #1 and Parcel #4 located in the Northwest quarter of Section 26, Township Sixty-five North, Range Five West (Near Elks Club). The bids were acknowledged and assigned to the Economic Development Committee for further study and a decision.

# RESOLUTION NO. 495

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

THAT, as recommended by the Economic Development Committee, the City Council hereby accepts the following bids for Parcel #1 and Parcel #4 for the aforementioned sale of City owned property:

Parcel #1	Harlan D. Bickel & Judith A. Bickel 1818 Main St. Keokuk, Iowa	\$1,666
Parcel #4	Michael & Sue Maerz Hilton Rd. Keokuk, Iowa	\$3,200

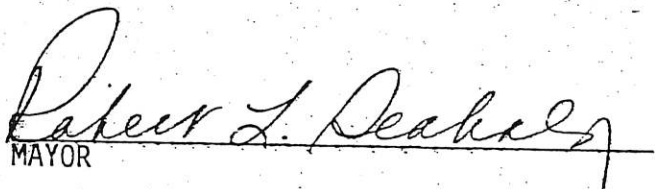
Moved by Abell

Seconded by Harmon

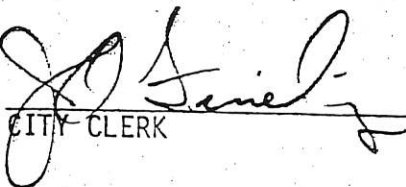
Passed this 15th day of January, 1981

ROLL CALL: ABELL-Aye DENNIS-Aye KREIS-Aye SMITH-Aye HILMER-Aye  
HARMON-Aye HALSTEAD-Aye SHUMAN-Absent

Ayes-7 Nays-0 Absent-1  
Vacancy-1

  
MAYOR

ATTEST:

  
CITY CLERK



1980

X

12/4/80

We, Michael + Susan Maery  
offer \$3,200.00 for the property  
referred to as Parcel #4

PARCEL 4 Part of the Northwest Quarter of  
the Southwest Quarter of the Northwest  
Quarter of Section Twenty-six Township  
Sixty-five North, Range Five West of the  
Fifth Principal Meridian described as com-  
mencing at the center of the Southwest  
Quarter of the Northwest Quarter of said  
Section Twenty-six; thence West 200 feet to  
the point of beginning; thence North 660  
feet; thence West 460 feet; thence South  
660 feet; thence East 460 feet to the point of  
beginning, containing 6.96 acres, more or  
less, all in Lee County, Iowa.  
This Notice is given pursuant to Resolu-  
tion No. 435 of the City Council of the City of  
Keokuk which was passed November 20,  
1980.  
Melody Pifer  
Assistant City Clerk

Mike & Sue Maery

1982

# CITY OF KEOKUK

P. O. BOX 268  
KEOKUK, IA 52632-0268

J. M. "MAC" LAW — MAYOR

## ALDERMEN

CHARLES S. ABELL — AT LARGE	JAMES SHUMAN — 4TH WARD
L. J. "ROY" DENNIS — AT LARGE	GARY DAVIS — 5TH WARD
JAMES SMITH — 1ST WARD	GARY L. COLLINS — 6TH WARD
JOHN E. KULL — 2ND WARD	DENNIS MOHRMAN — 7TH WARD
ALBERT HILMER — 3RD WARD	

J. A. FINERTY — CITY CLERK  
TELEPHONE 319-524-2050

Mr. Michael Maerz  
Hilton Road  
Keokuk, Iowa 52632

Rec #178

May 21, 1982

Dear Mr. Maerz,

The City of Keokuk has duly considered your request for an easement for access to your property purchased from the City. At this time, the City has decided to deny your request. Primary reasons for denial are, alternate accessibility (your property to the West and Bickel's property to the North.) and potential harm to future use of the old landfill.

If you have any questions regarding the denial of your request, please contact me.

Sincerely Yours,

*David M. Sperry*  
David M. Sperry

City Planner

c.c. Charles Abell  
Mac Law

1982

TO: Mayor

FROM: City Plan

Re: Mike Maerz's Easement Request

On February 3, 1981, the City finished the disposition process for real property to Michael Maerz with a Quit Claim Deed. The attached map identifies the property purchased as parcel 1. Parcel 2 the City sold to Mr. Bickel and the two parcels, 3a and 3b, were involved in a trade between the City and the Elks.

The area labeled 4 is owned by Michael Maerz, the area labeled 5 is owned by Mr. Bickel, and the area labeled 6 is owned by the Elks. As can be seen from the map, no one is presently denied access to their property except Mr. Maerz.

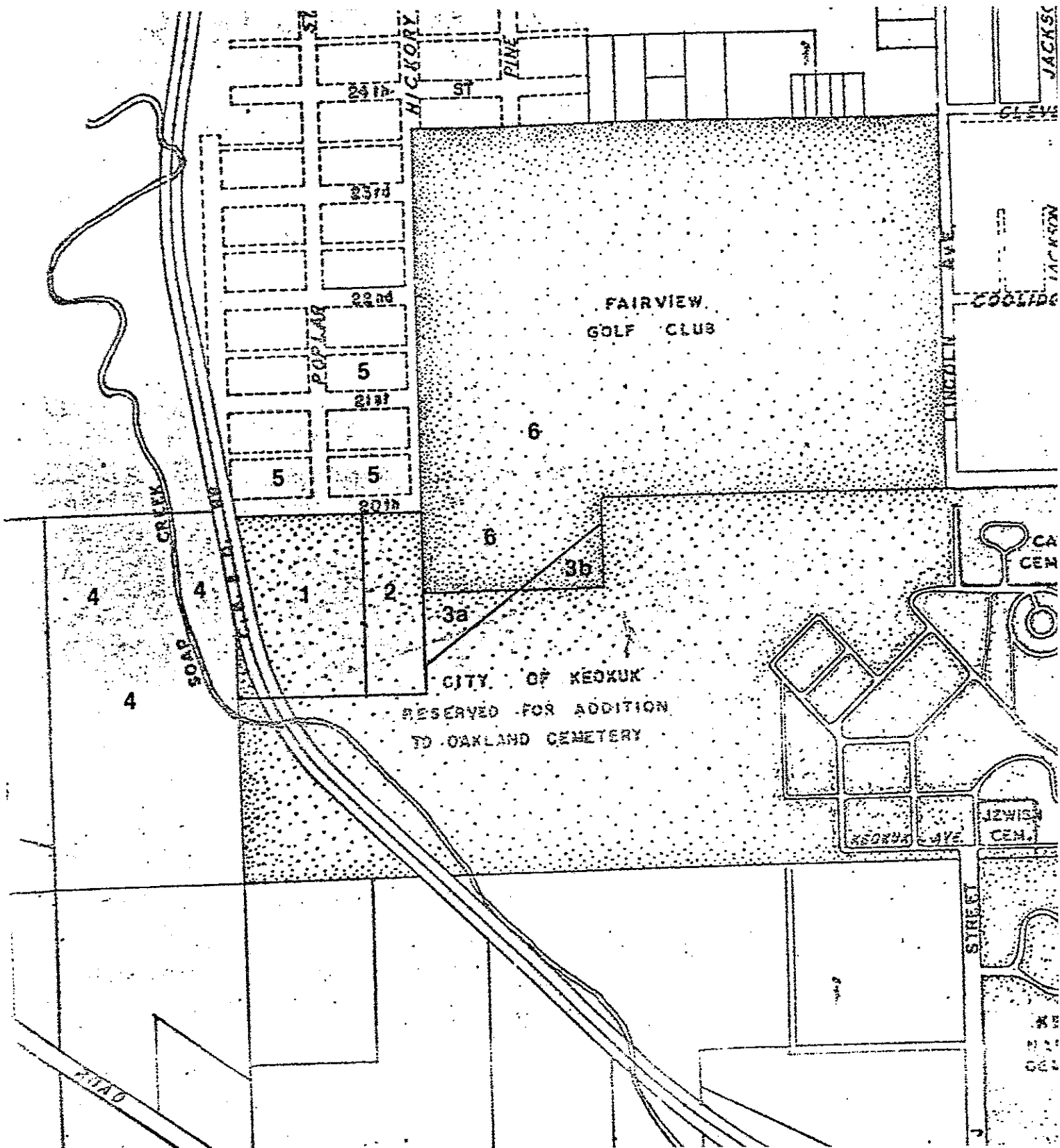
Mr. Maerz has access to his property either by the old landfill or a crossing easement from the railroad. It is my opinion that if the City gives Mr. Maerz an easement across the old landfill an unnecessary restriction would be placed on future potential uses.

Some of the potential uses discussed in the past for this property include a golf course, any recreational use not requiring buildings such as a park, picnic area, playground area, BMX bicycle race course, alternate Jaycee Fair site with animal petting area, etc.

If the City maintains an easement across the old landfill, one can readily visualize the detriment imposed on many of these potential uses. When the City negotiated the sale of this property with Mr. Maerz, no mention was made about an easement. Again he does have an alternate by obtaining a crossing easement from the railroad. This alternative would be more expensive for Mr. Maerz considering the necessary construction, but less expensive and burdensome by far for the City.

If the City does grant an easement additional construction to the road would be necessary, and a maintenance agreement would have to be worked out.

1982





1982

RESOLUTION NO. 177

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

THAT, the City Council hereby approves the recommendation of the Public Works Department to contract with Walter's Roofing Company for replacement of the existing roof at the Keokuk Police and Fire Building. Said replacement cost \$20,460.00.

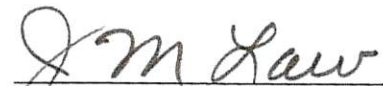
Moved by Dennis

Seconded by Shuman

Passed this 20th day of May, 1982.

ROLL CALL: ABELL-Aye DENNIS-Aye SMITH-Aye KULL-Aye HILMER-Aye  
SHUMAN-Aye DAVIS-Aye COLLINS-Aye MOHRMAN-Aye

Ayes-9 Nays-0

  
MAYOR

ATTEST:

  
CITY CLERK

RESOLUTION NO. 178

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

THAT, the City Council has duly considered an easement request from Michael Maerz, and

THAT, this easement request involved access on the old landfill from 20th Street extended to property Mr. Maerz purchased from the City, and

THAT, the Council felt this easement, if granted, would harm the potential of the old landfill, and

THAT, no mention was made regarding an easement when Mr. Maerz purchased the property.

BE IT FURTHER RESOLVED, THAT, a request for an access easement across the old landfill from Michael Maerz of Hilton Road, Keokuk, Iowa is hereby denied.

Moved by Abell

Seconded by Davis

Passed this 20th day of May, 1982.

# K • E • O • K • U • K

## CITY OF

MUNICIPAL BUILDING • 415 BLONDEAU ST. • P.O. BOX 400 • KEOKUK, IA. 52632  
PHONE 319-524-2050 email: iakeokuk@interl.net FAX 319-524-1365

DATE: June 12, 2006

TO: David Gudgel, Mayor

FROM: Bill Richards, Public Works Director *Bi*

RE: Keokuk Municipal Landfill/ Benevolent and Protective Order  
of the Elks

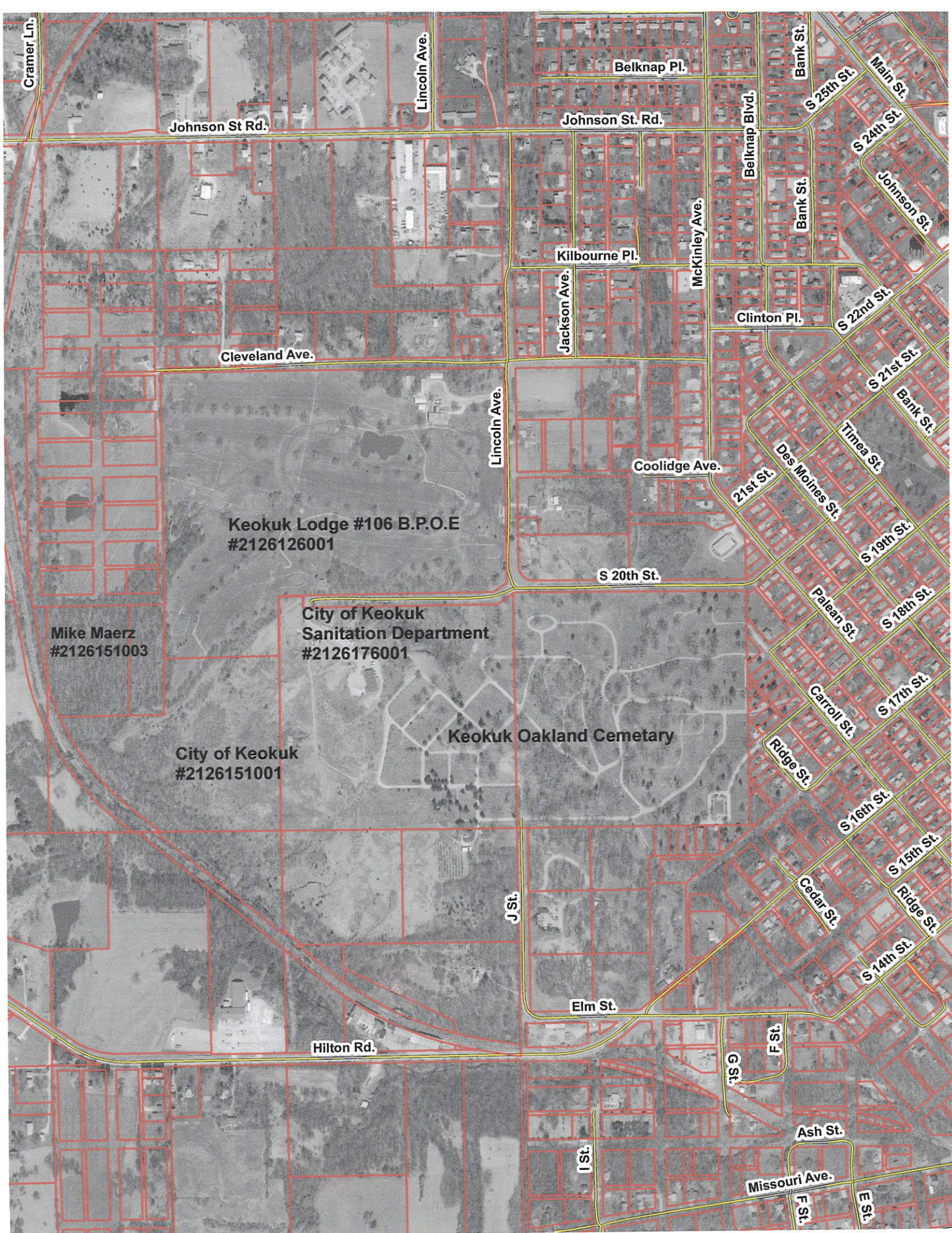
Mayor Gudgel:

In response to your question concerning the transfer of property between the City of Keokuk and the Fraternal Order of the Elks please consider the following: The question arose in August of 1980 with a letter from Dean Bickel requesting approval to purchase a portion of the landfill property. The request was assigned to the Economic Development Committee by Resolution # 331. The Economic Development Committee recommended by Resolution # 435 that parcels 1 and 4 be offered for sale. Previous to this matter the Elks had requested property from the Landfill as part of their golf course. Resolution # 436 instructed the City Attorney proceed with the litigation to provide for the trade of property shown as Parcel 2 (City) and Parcel 3 (Elks). Resolution # 446 acknowledged the receipt of bids for Parcels 1 & 4 and assigned the matter to the Economic Development Committee. The Economic Development Committee by Resolution # 495 accepted the bids of Dean Bickel and Mike Maerz for Parcels 1 & 4 respectively. All of the paper work for Parcels 1 & 4 has taken place; however the City Attorney at that time did not complete the exchange of property between the City of Keokuk and the Benevolent and Protective Order of The Elks for Parcels 2 & 3. Laws have changed since this issue and the property will have to be surveyed and a plat filed with the deed.

I would recommend that the Council discuss this matter with the Elks and agree on the following: The cost to survey this property be shared evenly with the City of Keokuk and the Benevolent and Protective Order of the Elks, the fees for legal staff and recording fees be shared evenly and that a roadway easement be given at no cost to Mike Maerz. This easement is necessary because the land sold to Maerz would be landlocked.

I will be available at your convenience to discuss this matter





Cramer Ln.

Johnson St Rd.

Lincoln Ave.

Belknap Pl.

Johnson St. Rd.

Bank St.

S 25th St.

Main St.

S 24th St.

Johnson St.

Kilbourne Pl.

McKinley Ave.

Clinton Pl.

S 22nd St.

S 21st St.

Bank St.

Cleveland Ave.

Lincoln Ave.

Coolidge Ave.

21st St.

Des Moines St.

S 19th St.

Palean St.

S 18th St.

Keokuk Lodge #106 B.P.O.E  
#2126126001

S 20th St.

Mike Maerz  
#2126151003

City of Keokuk  
Sanitation Department  
#2126176001

City of Keokuk  
#2126151001

Keokuk Oakland Cemetary

Carroll St.

S 17th St.

Ridge St.

S 16th St.

S 15th St.

Cedar St.

Ridge St.

S 14th St.

J St.

Elm St.

Hilton Rd.

G St.

F St.

Ash St.

Missouri Ave.

F St.

E St.

I St.



2010

COPY

**Shoemaker  
& Haaland**

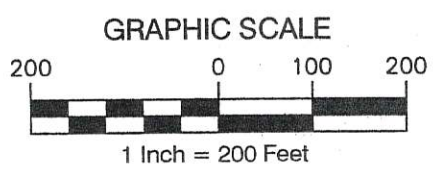
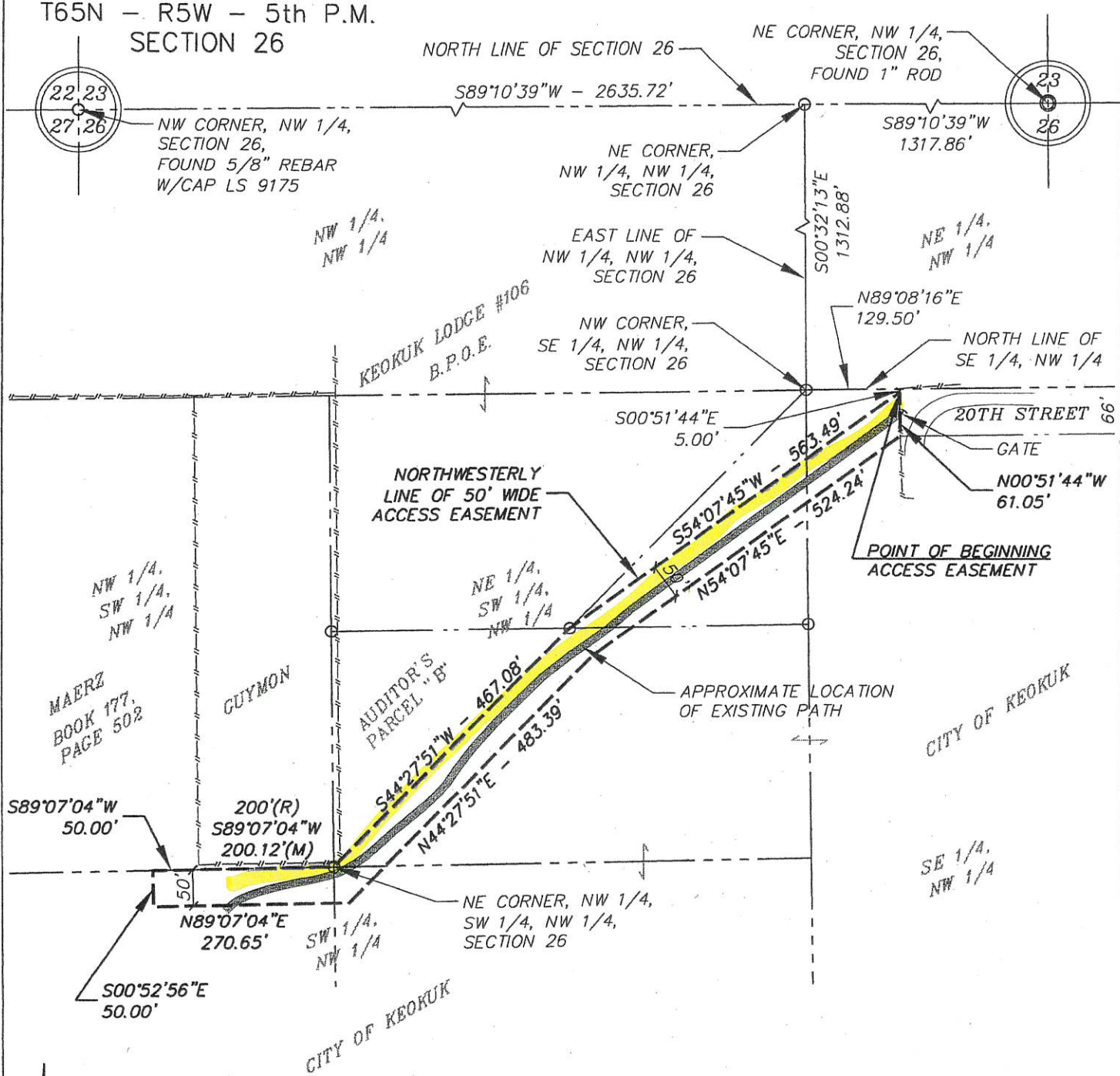
2021 Main Street  
Keokuk, Iowa 52632  
Phone: (319) 524-2883

TITLE PLAT OF ACCESS EASEMENT  
PART OF THE S 1/2 OF THE NW 1/4,  
SECTION 26, T65N, R5W, 5TH P.M.  
CITY OF KEOKUK, LEE COUNTY, IOWA  
PROJECT NO. 10508.00

DATE 7/09/10  
DRAWN JLD  
CHECKED  
APPROVED REG  
DRAWING P03

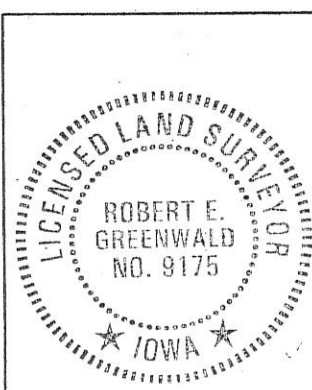
Requested by: Pam Broomhall

CITY OF KEOKUK  
LEE COUNTY, IOWA  
T65N - R5W - 5th P.M.  
SECTION 26



**LEGEND**

- FOUND 5/8"Ø REBAR W/YELLOW CAP #9175
- ⊙ FOUND SURVEY MARKER
- EASEMENT LINE
- SECTION LINE
- PROPERTY LINE
- FENCE LINE



I do hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Robert E. Greenwald*  
Robert E. Greenwald  
7/12/10  
Date  
Iowa L.S. 9175  
Renewal date: December 31, 2010  
The following pages or sheets are covered by this seal: 1 & 2

Requested by: Pam Broomhall

CITY OF KEOKUK  
LEE COUNTY, IOWA  
T65N – R5W – 5th P.M.  
SECTION 26

Access Easement Legal Description

A 50 ft. wide easement for access from the Westerly terminus of 20th Street to the Southeasterly corner of a Tract described in Book 177, Page 502, in the Lee County Recorder's Office, Keokuk, Iowa, all in the S 1/2 of the NW 1/4 of Section 26, T65N, R5W, 5th P.M., in the City of Keokuk, Lee County, Iowa, the Northwesternly line of said 50 ft. wide access easement being more particularly described as follows:

Commencing at a found 1" rod at the NE corner of the NW 1/4 of Section 26, T65N, R5W, 5th P.M.; thence S89°10'39"W - 1317.86 ft. along the north line of said Section 26 to a found 5/8" rebar at the NE corner of the NW 1/4, NW 1/4 of said Section 26; thence S00°32'13"E - 1312.88 ft. along the east line of said NW 1/4, NW 1/4 of Section 26 to a found 5/8" rebar at the NW corner of the SE 1/4, NW 1/4 of said Section 26; thence N89°08'16"E - 129.50 ft. along the North line of said SE 1/4, NW 1/4 of Section 26 to a point on a fenceline at the Westerly terminus of 20th Street; thence S00°51'44"E - 5.00 ft. along said Westerly terminus of 20th Street to the Point of Beginning of the Northwesternly line of said access easement; thence S54°07'45"W - 563.49 ft. along said Northwesternly easement line to a found 5/8" rebar at the NE corner of Auditor's Parcel "B"; thence S44°27'51"W - 467.08 ft. along the Southeasterly line of said Parcel "B" and along said Northwesternly easement line to a found 5/8" rebar at the Southwesterly corner of said Parcel "B", being the NE corner of the NW1/4, SW 1/4, NW1/4 of said Section 26; thence S89°07'04"W - 200.12 ft. along the South line of said NW1/4, SW 1/4, NW1/4 of Section 26 and along said Northwesternly easement line to a point on the Southeasterly corner of said Tract described in Book 177, Page 502; thence continuing S89°07'04"W - 50.00 ft. along the said South line of the NW1/4, SW 1/4, NW1/4 of Section 26 and the South line of said Tract described in Book 177, Page 502 and along said Northwesternly easement line to the easement end, said easement containing 11,800 sq. ft. or 0.271 acres.

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 slin told I have to write a letter. Never before was this mentioned so here it is. slin 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 20<sup>TH</sup> ST.

PLEASE lets get this  
eastment done.

Sincerely

Mike + Sue  
Marry

## MEMORANDUM

**To:** Honorable Members of the City Council

**From:** Brian Carroll, Public Works Director

**Subject:** Recommendation Regarding Easement Request from Mr. Mertz

---

### Background:

Mr. Mertz has submitted a request for an easement across City-owned property currently utilized for sanitation operations and material storage. In addition, the request includes an easement across the City's closed landfill site.

---

### Discussion:

The property in question serves essential public works functions and provides critical space for sanitation equipment, materials, and operational support. Granting an easement through this area would restrict City access, interfere with ongoing operations, and increase safety and liability risks.

The closed landfill property is also subject to ongoing environmental monitoring and regulatory compliance obligations. Any new disturbance or easement activity could compromise containment systems, monitoring infrastructure, and long-term site management responsibilities that could be required by state and federal regulations.

---

### Recommendation:

Based on these considerations, it is my recommendation that the City Council deny the easement request submitted by Mr. Mertz. Protecting the integrity and operational capacity of these City-owned properties is essential to maintaining public services and compliance with environmental standards.