

**AGENDA**  
**CITY COUNCIL MEETING**  
**January 5, 2026**  
**501 Main Street**  
**5:30 P.M.**

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizens' Request.
6. Consent Agenda.
  - Minutes of the Regular Council meeting of December 18, 2025;
  - Resolution approving a Liquor License for Sweet Sally's, 707 Main Street, Class C Retail Alcohol License with Outdoor Service – effective January 24, 2026;
  - Re-Appointment of Officers: City Clerk Celeste El Anfaoui, City Attorney James Dennis & Police Chief Zeth Baum;
  - Setting Budget Review Sessions;
  - Motion to pay bills and transfers listed in Register No.'s 5516-5518;
7.
  - (a) Now is the time and place for a public hearing on Asbestos Abatement former Elkem Carbide Site, Auditors Parcel D. A public hearing notice was published in the Daily Gate City on Tuesday, December 23, 2025.
  - (b) Consider resolution approving and confirming plans, specifications, form of contract, and estimate of cost for asbestos removal at the former Elkem Site, Auditor's Parcel D.
  - (c) Consider resolution allowing the Mayor to enter in an agreement with Site Services, Inc. for asbestos removal at the former Elkem Site, Auditor's Parcel D.
  - (d) Now is the time and place for a public hearing on Asbestos Abatement Former Elkem Carbide, Plat 1. A public hearing notice was published in the Daily Gate City on Tuesday, December 23, 2025.
  - (e) Consider resolution approving and confirming plans, specifications, form of contract, and estimate of cost for asbestos removal at the former Elkem Site, Plat 1.
  - (f) Consider resolution allowing the Mayor to enter in an agreement with Site Services, Inc. for asbestos removal at the former Elkem Site, Plat 1.
8. Consider resolution to approve the engineering agreement with Bolton & Menk, Inc. for the design of the South 10<sup>th</sup> Street Mill & Overlay Project.
9. Consider resolution designating depositories for City Monies and City Funds not to exceed the sums indicated per financial institution.
10. Consider resolution designating the Daily Gate City as a newspaper of general circulation for publications of official notices.
11. Consider resolution making the Safety Deposit Box rented in the name of the City of Keokuk accessible to the Mayor & City Clerk.
12. Consider resolution designating Michael Greenwald as Mayor Pro Tem of the City of Keokuk in the absence of Mayor Mark Smidt.
13. Consider resolution approving Peterbilt Garbage Truck Trade.
14. Council Liaison Reports:
15. Staff Reports:
16. New Business:
17. Adjourn Meeting.

**MINUTES  
CITY COUNCIL MEETING  
December 18, 2025  
501 Main Street  
5:30 P.M.**

The City Council of the City of Keokuk met in regular session on December 18, 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, Tyler Walker, Dorothy Cackley, Jeff Mullin, Devon Dade, Dan Tillman, Roger Bryant, and Michael Greenwald were present. Steve Andrews was absent. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Chief of Police Zeth Baum, and well as other city staff.

**MAYOR'S CORRESPONDENCE:** Thanked everyone and gave farewell speech.

Swore in new council persons Todd Marshall, Mike Greenwald and Doug Matlick.

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

- Minutes of the Regular Council meeting & Council Workshop of December 4, 2025;
- Cash Receipts & Treasurer's Report for November 2025;
- **RESOLUTION NO. 315-2025:** Approving a Liquor License for Hy-Vee Food Stores, 3111 Main Street, Class E Retail Alcohol License – effective January 2, 2026;
- **RESOLUTION NO. 316-2025:** Approving a Liquor License for West K Mart, 707 Palean Street, Class E Retail Alcohol License – effective January 5, 2026;
- **RESOLUTION NO. 317-2025:** Approving a Liquor License for Columbian Room of Keokuk, 11 N. 6<sup>th</sup> Street, Class C Retail Alcohol License – effective January 20, 2026;
- Motion to pay bills and transfers listed in Register No.'s 5513-5515;

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 318-2025:** "A RESOLUTION RESCHEDULING THE REGULAR CITY COUNCIL MEETING OF JANUARY 1, 2026, TO MONDAY, JANUARY 5, 2026. (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Dade to approve the following proposed **RESOLUTION NO. 319-2025:** "A RESOLUTION AUTHORIZING FUND TRANSFER FOR THE FIRST HALF OF FISCAL YEAR 2026." (8) AYES, (0) NAYS. Motion carried.

Motion made by Tillman, second by Bryant to approve the following proposed **RESOLUTION NO. 320-2025:** "A RESOLUTION APPROVING A CONTRACT WITH C.C.S. FOR THE TOLMIE SHELTER HOUSE REHAB." (8) AYES, (0) NAYS. Motion carried.

**STAFF REPORTS:** Police Chief Baum gave an update regarding shop with a cop event, academy, & K-9 grant reimbursement. City Administrator Jim Ferneau discussed the budget meetings and budget workshop after the January 5<sup>th</sup> council meeting, budget workshops reminder.

**NEW BUSINESS:** Mayor Mahoney recognized and thanked the outgoing councilpersons. In an effort to acknowledge city employees for longevity milestones, Councilperson Cackley along with Mayor Mahoney recognized firefighters J.W. Guy, Stacey Johnston, and Damon Cackley; Fire Chief Gabe Rose; and Community Development Director Pam Broomhall.

Motion made by Tillman, second by Bryant to adjourn the meeting at 5:53 p.m.

**RESOLUTION NO.**

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR  
SWEET SALLY’S, 707 MAIN STREET - EFFECTIVE  
JANUARY 24, 2026**

**WHEREAS**, Application has been made by David Baum for a Class C Retail Alcohol License for Sweet Sally’s with Outdoor Service, 707 Main Street; **AND**

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

**WHEREAS**, such an investigation has been conducted.

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

**THAT**, David Baum has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License for Sweet Sally’s with Outdoor Service, 707 Main Street, effective January 24, 2026, be approved pending fire inspection, and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 5<sup>th</sup> day of January 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
Mark Smidt, Mayor

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



# COUNCIL ACTION FORM

Date: 1/8/2026

Presented By: El Anfaoui

Subject: Appointment of Officers Agenda Item: \_\_\_\_\_

## Description:

The City Code requires that the City Clerk, City Attorney, and Police Chief be formally reappointed by the City Council every two years. These reappointments ensure continuity of city operations and compliance with local ordinance requirements.

City Council is asked to consider the reappointment of the following officers in accordance with the City Code, which requires reappointment every two years:

City Clerk: Celeste El Anfaoui

City Attorney: James Dennis

Police Chief: Zeth Baum

## 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.

## 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]



# COUNCIL ACTION FORM

Date: Jan 5, 2026

Presented By: El Anfaoui

Subject: Setting Budget Review Sessions Agenda Item: \_\_\_\_\_

## Description:

As part of the budget process, meetings to review department requests need to be scheduled. The dates for the meetings are as follows:

Tuesday January 13, 2026 5PM- Police, Animal Control, Fire  
Saturday January 17, 2026 8AM- Mayor/Clerk, Housing, Community Dev, All Public Works  
Saturday January 24, 2026 8AM-Water Pollution Control, Library, Revenues etc.

The sessions will be held at City Hall and are open to the public.

We will proceed as last year having department heads present any deviations in expenses from the prior year and conclude with overall revenue projections at the last workshop.

## 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]

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 JANUARY 5, 2026.

**REGISTER NO. 5516**

AHLERS & COONEY, P.C.	STATE CENTRAL BANK DA	\$	93.00
ALTORFER INC.	PARTS SNOW REMOVAL	\$	1,702.49
AMI PIPE & SUPPLY	CREDIT ON ACCOUNT	\$	(505.50)
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL NOVEMBER 2025	\$	150.00
PANTHER UNIFORMS, INC	UNIFORM KFD	\$	280.08
RIVER CITY PARTS, INC.	PARTS	\$	126.55
LAWSON PRODUCTS, INC.	WPC SUPPLIES	\$	580.70
KERR FABRICATORS, INC.	SUPPLIES	\$	983.50
SHERWIN-WILLIAMS CO.	SUPPLIES/PAINT PARKS DEPT.	\$	113.85
ACCESS SYSTEMS	SERVICE	\$	2.37
S. J. SMITH WELDING SUPPLY	PARTS/SUPPLIES	\$	168.91
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$	3,144.00
TASKE FORCE, INC.	TEMP HELP	\$	10,082.33
ALLIANT	SERVICE	\$	31,749.53
THE CARDBOARD BOX	UPS CHARGES WWTP	\$	29.46
HACH COMPANY	WPC LAB SUPPLIES	\$	1,512.10
CENTURY LINK	SERVICE	\$	578.84
LEE COUNTY RECORDER/REGISTRAR	17LIENS NUISANCE HOUS ABATEMNT	\$	85.00
TRUCK REPAIR, INC	PARTS FIRE DEPT.	\$	66.50
IOWA DEPT. OF PUBLIC SAFETY	FY26 2ND QTR OCT-DEC.2025	\$	376.50
SHOEMAKER & HAALAND	SERVICE	\$	11,517.02
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$	75.66
ELECTRIC PUMP	TRAVEL,MILEAGE,MECH.LABOR SEWR	\$	2,336.00
GOODYEAR AUTO SERVICE CENTER	TIRES STREET & POLICE DEPT.	\$	1,339.56
IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP RENEWAL THRU 12/26	\$	125.00
ENDERLE HEATING & A/C COMPANY	PARTS/LABOR	\$	5,500.20
EBSCO	BOOKS KEOUK PUBLIC LIBRARY	\$	862.14
HY-VEE, INC.	SUPPLIES	\$	105.19
SHOTTENKIRK, INC	WHEEL SEWER DEPT.	\$	525.20
GOLDSTEIN-SCHWARTZ, INC	SUPPLIES	\$	756.23
TRI STATE WINDOW & POOL, INC	12GALLON LIQUID CHLORINE WWTP	\$	72.00
PATTERSON PLUMBING & HEATING	SERVICE	\$	400.00
KNAPHEIDE TRUCK EQ CENTER	PARTS/FREIGHT SANITATION	\$	1,285.49
LEE COUNTY AUDITOR	CITY ELECTION 2025	\$	2,093.40
INGRAM LIBRARY SERVICES	BOOKS KEOUK PUBLIC LIBRARY	\$	122.27
FASTENAL COMPANY	PARTS PARK DEPT	\$	50.16
FRANK MILLARD & CO., INC.	SERVICE LIBRARY	\$	2,134.57
AUTOZONE	BATTERY	\$	394.98
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$	(470.20)



**REGISTER NO. 5517**

KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 1,124.24
MEDIACOM	SERVICE	\$ 940.99
AMSTED RAIL COMPANY, INC.	FRANCHISE FEE REBATE	\$ 36,797.76
LCL FARMS INC.	HAUL SALT SNOW REMOVAL ST DPT	\$ 760.34
MES SERVICE COMPANY, LLC	NAME & SERVING SINCE BAR KPD	\$ 44.40
STACEY J. HAWKINS	TREE REMOVAL ORLEANS&LEIGHTEN	\$ 4,000.00
SCHUMACHER ELEVATOR COMPANY	FM QT MAINT ELEVATOR @ LIBRARY	\$ 487.98
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING @ CITY HALL	\$ 65.00
LEWIS EXCAVATING & SEPTIC, INC.	SERVICE 407/415TIMEA,727EXCHAN	\$ 3,500.00
CARD SERVICES	SUPPLIES LIBRARY	\$ 298.79
SHOWCASES	SUPPLIE KEOKUK PUBLIC LIBRARY	\$ 331.68
THOMAS M. JONES JR.	MOW/TRIM @ PUBLIC LIBRARY	\$ 1,585.00
INTERSTATE ALL BATTERY CENTER	BATTERIES FIRE DEPT.	\$ 146.00
WEST CENTRAL FS INC.	BULK FUEL	\$ 41,255.10
VERIZON WIRELESS	SERVICE	\$ 154.22
RYAN BELL	REIMB.SUPPLIES FOR WWTP	\$ 25.36
RELIANT FIRE APPARATUS, INC.	PARTS/FREIGHT FIRE DEPT.	\$ 244.60
DARKSIDE TINT & GRAPHIX	18X24 ALUM SIGN DOG PARK	\$ 70.00
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 7.50
LIBERTY UTILITY IOWA	SERVICE	\$ 17,963.05
INTERSTATE BILLING SERVICE, INC	PARTS STREET DEPT.	\$ 2,815.69
FARONICS	27DEEP FREEZE MAINT.3YR LIBRAR	\$ 708.75
KIMBALL MIDWEST	PARTS/SUPPLIES SEWER DEPT.	\$ 220.31
RICOH USA, INC.	SUPPLIES LIBRARY	\$ 69.86
TSS	SERVICE	\$ 125.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$ 13,942.30
SOUTHEAST IOWA GARAGE DOOR	SERV.CALL/MATERIAL/PARTS-SEWER	\$ 936.90
ICONNECTYOU	SERVICE	\$ 883.09
UNITED SYSTEMS, INC.	STANDARD SECURITY SERV.SEIDC	\$ 187.50
RICOH USA, INC.	SUPPLIES LIBRARY	\$ 126.00
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 6,597.40
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 900.00
IOWA ONE CALL	SERVICE	\$ 294.10
PET WASTE ELIMINATOR	HEADER BAGS, HEADER CARDS	\$ 90.00
WALZ LABEL AND MAILING SYSTEMS	EZ CONFIRM ENVELOPES	\$ 58.64
SHARED IT INC	IT SERVICES	\$ 377.50
QTPOD	1YR SUPPORT AGREEMENT AIRPORT	\$ 1,195.00
NAPA AUTO PARTS	OIL DRY STREET DEPT.	\$ 46.70
NORTHWEST MECHANICAL, INC	SERVICE/VEH.CHARGE WWTP	\$ 315.00
EVORA ENERGY, LLC	LABOR,TRIP,TRUCK,ECO WASTEMANG	\$ 1,915.15
MOTOROLA SOLUTIONS, INC.	SUPPLIES KEOKUK POLICE DEPT.	\$ 414.78
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$ 315.00
ELITE LAWN AND LANDSCAPE LLC	NUICANCE MOWINGS	\$ 1,450.00

**REGISTER NO. 5518**

ACCESS SYSTEMS LEASING	SERVICE	\$ 182.35
JONES CONTRACTING CORP.	KEOKUK RIVERFRONT TRAIL	\$ 153,123.97
CENGAGE LEARNING INC./GALE	SUPPLIES LIBRARY	\$ 336.39
MCCLOUD SERVICES	GENERAL PEST CONTROL SEIDC	\$ 139.16
BOLTON & MENK, INC.	KEOKUK/TIMEA ST ASPHALT RESURF	\$ 40,374.00
LEE COUNTY FLORAL LLC	CRAFT & CHAT W/LEE CO FLORAL	\$ 200.00
MICHELLE MORTIMER	GRAND THEATRE MANAGER FEE	\$ 400.00
POINTE COMMERCIAL	BATTERY DEODORIZER LIBRARY	\$ 14.90
NOLAN RIDDLE	REIMB.TRAVEL EXP.ILEA EXAM	\$ 55.34
REBECCA LAWIN MCCARLEY	CONSULTING SERVICES HIST.PRES.	\$ 4,707.94
BASEPOINT BUILDING AUTOMATION	SERVICE/PARTS CITY HALL/LIBRARY	\$ 1,727.02
GREAT LAKES SALT COMPANY	TREATED SALT SNOW REMOVAL	\$ 3,678.00
CHINTZ'S BAR & GRILL	SUPPLIES	\$ 100.00
		\$ 429,370.83



# COUNCIL ACTION FORM

Date: January 5, 2026

Presented By: Ferneau

Subject: Resolutions for Asbestos Removal Agenda Item: 7 a-f

## Description:

We will be holding two Public Hearing on the Asbestos Removal Contracts for two separate Brownfield Grants at the Elkem Site, associated with Plat 1 and Auditor's Parcel D respectively. We have four items to be considered after holding the Public Hearing. There will be two resolutions for each portion of the Elkem Site. The first resolution for each parcel will be for approving and confirming Plans, Specifications, Form of Contract, and Estimate of Cost for Asbestos Removal. The second resolution for each parcel will be to allow the Mayor to enter into an Agreement with Site Services, Inc. for Asbestos Removal on that parcel. The plans, etc. for each parcel have been on hand at City Hall since the end of November and formed the basis for soliciting bids from various contractors for the removal of asbestos from each of these parcels. The Engineer's developed a cost estimate for these asbestos removal projects. The estimate for Auditor's Parcel D was \$132,400 and the estimate for Plat 1 was \$14,800. Enclosed in your packet is a copy of the respective estimated costs for asbestos abatement and disposal for each project, as well as the cover page from each of the project manuals. The full project manuals have been at City Hall since the end of November and are available for your review if you desire. These manuals are over 200 pages each. We received 5-6 bids for both the Auditor's Parcel D and Plat 1 projects. The low bidder for both projects was Site Services, Inc. The bid provided from Site Services, Inc. for Auditor's Parcel D was \$76,600.00. Their bid for Plat 1 was \$5,357.00. Both bids were below the preliminary estimate developed by the Engineer. Recommend approval of all resolutions.

## FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

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

Amount Budgeted: 2,000,000

Actual Cost: \_\_\_\_\_

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

Funding Sources:

EPA Grant Funding  
\_\_\_\_\_  
\_\_\_\_\_

Departments:

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date

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### Recommendation:

Recommend approval.

Recommend 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 APPROVING AND CONFIRMING PLANS,  
SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST  
FOR ASBESTOS REMOVAL AT THE FORMER ELKEM SITE,  
AUDITOR’S PARCEL D**

**WHEREAS**, the City of Keokuk, Iowa was awarded an Environmental Protection Agency cleanup grant at the Former Elkem Site for Auditor’s Parcel D (4B-96716601); and

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

**WHEREAS**, the City Council of the City of Keokuk, Iowa has heretofore given preliminary approval to the plans, specifications form of contract and estimate of cost (“Contract Documents”) for the asbestos removal at the former Elkem Site for Auditor’s Parcel D (“Project”); and

**WHEREAS**, a public hearing has been held on the Contract Documents on January 5, 2026.

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

Section 1. The contract documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED, APPROVED, AND ADOPTED** this 5th day of January 2026.

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Mayor – Mark Smidt

ATTEST:

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City Clerk, Celeste Anfaoui

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

**A RESOLUTION ALLOWING THE MAYOR TO ENTER IN AN  
AGREEMENT WITH SITE SERVICES, INC. FOR ASBESTOS  
REMOVAL AT THE FORMER ELKEM SITE, AUDITOR'S PARCEL D**

**WHEREAS**, the City of Keokuk, Iowa intends to engage the services of Site Services, Inc. for the asbestos removal at the Former Elkem Site, Auditor's Parcel D.

**WHEREAS**, Site Services, Inc. agrees to provide said services pursuant to the terms of the Agreement; and

**WHEREAS**, This agreement is assignable and shall automatically transfer to any Company which incorporates the name, personnel, and assets of Site Services, Inc.

**WHEREAS**, a public hearing has been held on the Contract Documents on January 5, 2026.

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

Section 1. The professional services agreement with Site Services, Inc. is hereby approved.

**PASSED, APPROVED, AND ADOPTED** this 5th day of January 2026.

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Mayor – Mark Smidt

ATTEST:

---

City Clerk, Celeste Anfaoui

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

**A RESOLUTION APPROVING AND CONFIRMING PLANS,  
SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST  
FOR ASBESTOS REMOVAL AT THE FORMER ELKEM SITE, PLAT 1**

**WHEREAS**, the City of Keokuk, Iowa was awarded an Environmental Protection Agency cleanup grant at the Former Elkem Site for Plat 1 (4B96705501); and

**WHEREAS**, part of the cleanup process for Plat 1 of the Former Elkem Site involves the removal of asbestos; and

**WHEREAS**, the City Council of the City of Keokuk, Iowa has heretofore given preliminary approval to the plans, specifications form of contract and estimate of cost (“Contract Documents”) for the asbestos removal at the former Elkem Site for Plat 1 (“Project”); and

**WHEREAS**, a public hearing has been held on the Contract Documents on January 5, 2026.

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

Section 1. The contract documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED, APPROVED, AND ADOPTED** this 5th day of January 2026.

---

Mayor – Mark Smidt

ATTEST:

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City Clerk, Celeste Anfaoui

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

**A RESOLUTION ALLOWING THE MAYOR TO ENTER IN AN  
AGREEMENT WITH SITE SERVICES, INC. FOR ASBESTOS  
REMOVAL AT THE FORMER ELKEM SITE, PLAT 1**

**WHEREAS**, the City of Keokuk, Iowa intends to engage the services of Site Services, Inc. for the asbestos removal at the Former Elkem Site, Plat 1.

**WHEREAS**, Site Services agrees, Inc. to provide said services pursuant to the terms of the Agreement; and

**WHEREAS**, This agreement is assignable and shall automatically transfer to any Company which incorporates the name, personnel, and assets of Site Services, Inc.

**WHEREAS**, a public hearing has been held on the Contract Documents on January 5, 2026.

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

Section 1. The professional services agreement with Site Services, Inc. is hereby approved.

**PASSED, APPROVED, AND ADOPTED** this 5th day of January 2026.

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Mayor – Mark Smidt

ATTEST:

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City Clerk, Celeste Anfaoui



# **PROJECT MANUAL**

## **SPECIFICATIONS FOR ASBESTOS ABATEMENT**

**Former Elkem Carbide (Plat 1)**

**365 Carbide Lane**

**Keokuk, Iowa 52632**

**Prepared For:**

**City of Keokuk**

**501 Main Street**

**Keokuk, Iowa 52632**

**Prepared By:**



**Eocene<sup>SM</sup>**  
Environmental Group

**8951 Windsor Parkway**

**Johnston, Iowa 50131**

**November 21, 2025**



November 21, 2025

City of Keokuk  
Attn: Brian Carroll, Public Works Director  
501 Main Street  
Keokuk, Iowa 52632

RE: Former Elkem Carbide (Auditor's Parcel D) – Opinion of Probable Cost for Asbestos Abatement and Disposal

Mr. Carroll,

Eocene has compiled an opinion of probable cost (OPC) for the abatement and disposal of asbestos containing building materials associated with Auditor's Parcel D at the former Elkem Carbide site. Multiple factors can influence the costs of the project. These include but are not limited to: time of the year the project is bid/completed, timeframe allowed for completion, prequalifications, and insurance/bonding requirements.

**Total Project Cost for Asbestos Abatement and Disposal                      \$132,400**

If you should have any questions on the information provided, please feel free to contact me at (515) 473-6256 or [jreis@eocene.com](mailto:jreis@eocene.com).

Sincerely,

A handwritten signature in black ink that reads "Jon Reis".

Jon Reis  
Project Manager III

# **PROJECT MANUAL**

## **SPECIFICATIONS FOR ASBESTOS ABATEMENT**

**Former Elkem Carbide (Auditor's Parcel D)**

**365 Carbide Lane**

**Keokuk, Iowa 52632**

**Prepared For:**

**City of Keokuk**

**501 Main Street**

**Keokuk, Iowa 52632**

**Prepared By:**



**Eocene<sup>SM</sup>**  
**Environmental Group**

**8951 Windsor Parkway**

**Johnston, Iowa 50131**

**November 21, 2025**





November 21, 2025

City of Keokuk  
Attn: Brian Carroll, Public Works Director  
501 Main Street  
Keokuk, Iowa 52632

RE: Former Elkem Carbide (Plat 1) – Opinion of Probable Cost for Asbestos Abatement and Disposal

Mr. Carroll,

Eocene has compiled an opinion of probable cost (OPC) for the abatement and disposal of asbestos containing building materials associated with Plat 1 at the former Elkem Carbide site. Multiple factors can influence the costs of the project. These include but are not limited to: time of the year the project is bid/completed, timeframe allowed for completion, prequalifications, and insurance/bonding requirements.

**Total Project Cost for Asbestos Abatement and Disposal                      \$14,800**

If you should have any questions on the information provided, please feel free to contact me at (515) 473-6256 or [jreis@eocene.com](mailto:jreis@eocene.com).

Sincerely,

A handwritten signature in black ink that reads "Jon Reis".

Jon Reis  
Project Manager III

City of Keokuk staff present: City Administrator, Jim Ferneau, Community Development Director, Pam Broomhall  
Visitors: DeAhjae Seays

[illegible]

City of Keokuk staff present: City Administrator, Jim Ferneau, Community Development Director, Pam Broomhall
Visitors: DeAnjiae

[illegible]



## COUNCIL ACTION FORM

Date: January 5, 2026

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

Subject: South10th Street Engineering Agreement Agenda Item: \_\_\_\_\_

### Description:

The City of Keokuk recently sent out Requests For Qualifications to engineers for the South10th Street Mill & Overlay Project. We received proposals back from Veenstra & Kimm (V&K) Engineering, Shoemaker & Haaland Engineers, and Bolton & Menk, Inc.

After staff review and scoring we have selected Bolton & Menk, Inc.

We would therefore recommend that the City approve the Engineering Agreement with Bolton & Menk, Inc. for the design of the South10th Street Mill & Overlay Project for the amount of \$55,000

### FINANCIAL

Is this a budgeted item?

YES ☒

NO ☐

Line Item #: 301-755-6490

Title: Serv/Consult/Prof Street Program

Amount Budgeted: \$2.5 Million

Actual Cost: \$55,000

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

Funding Sources:

Capital Improvements

Departments:

Public Works

Is this item in the CIP?

YES ☐

NO ☐

CIP Project Number: \_\_\_\_\_

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

### Recommendation:

Staff recommends approval.

### Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]



**RESOLUTION NO.**

**A RESOLUTION TO APPROVE ENGINEERING AGREEMENT WITH  
BOLTON & MENK, INC. FOR THE DESIGN OF SOUTH 10<sup>TH</sup> STREET MILL &  
OVERLAY PROJECT**

**WHEREAS** the City of Keokuk recently sent out Requests For Qualifications (RFQ's) to engineer the South 10<sup>th</sup> Street Mill & Overlay Project; and

**WHEREAS** three engineering firms submitted proposals, which were Veenstra & Kimm, Shoemaker & Haaland Engineers and Bolton & Menk, INC; and

**WHEREAS** after staff review and scoring, Bolton & Menk, was chosen to perform engineering services for an amount of \$55,000.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that the council approve an agreement with Bolton & Menk, INC of Cedar Rapids, IA, for engineering the South 10<sup>th</sup> Street Mill & Overlay Project for a cost of \$55,000.

**Passed this 5<sup>th</sup> day of January 2026**

---

Mayor – Mark Smidt

---

Attest – Celeste El Anfaoui

**CONTRACT SUMMARY PAGE**

<b>Term</b>	<b>Description</b>	<b>Section</b>
"CONSULTANT"	Bolton & Menk, Inc.	Preamble
"CLIENT"	City of Keokuk	Preamble
"Project"	2026 Mill and Overlay of 10 <sup>th</sup> Street from Main Street to Des Moines Street	Preamble
Scope of Services	Services to be performed in connection with the Project	Exhibit A
Fees	Consultant shall be compensated by a Lump Sum Fee of \$55,000	Section III.A, Schedule 1
Schedule of Fees	Hourly rates to be charged for the Project or for Additional Services	Schedule 1
Payment	Consultant shall invoice Client no more than monthly, with payments to be due within 45 days of invoice.	Section III.B
Term of Agreement	One year or a longer identified completion period	Section IV.J

**ATTACHMENTS:**

- Exhibit A Scope of Services

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **CITY OF KEOKUK and BOLTON & MENK, INC.**

This Agreement, made this 18<sup>th</sup> day of December, 2025, by and between the City of Keokuk, 501 Main Street, Keokuk, Iowa 52632, ("CLIENT"), and BOLTON & MENK, INC., 401 1<sup>st</sup> Street SE, Suite 201, Cedar Rapids, Iowa 52401, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with the 2026 Mill and Overlay of 10<sup>th</sup> Street from Main Street to Des Moines Street ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

#### **SECTION I - CONSULTANT'S SERVICES**

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

#### **SECTION II - THE CLIENT'S RESPONSIBILITIES**

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

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

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

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

### **SECTION III - COMPENSATION FOR SERVICES**

#### **A. FEES.**

1. The CLIENT will compensate the CONSULTANT a Lump Sum (Fee) of \$55,000 for performance of the Services. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in addition to the Lump Sum Fee on an hourly basis at the rates described on the Schedule of Fees attached hereto as Schedule 1.
1. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
2. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
3. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
4. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

#### **B. PAYMENTS AND RECORDS**

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

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

#### SECTION IV - GENERAL

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

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

#### C. LIMITATION OF LIABILITY

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

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

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

#### **D. INSURANCE**

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



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

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

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

**G. USE OF ELECTRONIC/DIGITAL DATA**

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

**H. REUSE OF DOCUMENTS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**SECTION V - SIGNATURES**

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

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

CLIENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONSULTANT: Bolton & Menk, Inc.



Adrian Holmes, P.E.

Municipal Practice Leader | Principal

## **EXHIBIT A – SCOPE ATTACHMENT**

### **DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS**

The Consultant agrees to provide civil engineering services required for design of existing asphalt roadway milling and hot mix asphalt resurfacing of 10th Street from Main Street to Des Moines Street. The proposed construction work includes full-depth patches, partial depth patches, curb repairs/replacement, milling of existing asphalt roadway surface, adjustment of utility structures within roadway, replacement of pedestrian curb ramps at the intersections of Exchange Street and Bank Street, and hot mix asphalt overlay.

#### **I.A. BASIC SERVICES**

For purposes of this Project, Basic Services to be provided by Bolton & Menk are as follows:

##### **Task 1: Project Initiation**

**Description:** Bolton & Menk will facilitate a project kick-off meeting with City staff to accomplish the following:

- Review and confirm the scope and nature of the proposed improvements.
- Review any special conditions requiring project staging during construction including removal of the existing fabric bond breaker in the existing asphalt overlay
- Conduct a field review of the project area by project team members and City staff.

##### **Deliverables:**

- Notes of the kick-off meeting.

##### **Task 2: Project Development and Design**

###### **Subtask 2.1: Plan Preparation**

**Description:** Complete preliminary and final plans. Major design components to include the following:

- Plan view layout of all roadway surface improvements, patching areas, curb replacement, and utility adjustments.
- Work area delineations drawn on aerial photo backdrop.
- Miscellaneous plan sheets, including: title sheet, quantities, typical roadway sections, full and partial depth roadway repair details, and curb repair/replacement details.
- General construction notes regarding construction staging and construction material requirements

Final design and plans will conform to the requirements of the City of Keokuk and SUDAS Specification requirements. Plans will be reviewed with City staff at the 30%, 60%, and 90% completion stages. The project Manual will be reviewed with the City staff at the 95% completion stage.

**Deliverables:**

- Plans at 30%, 60%, and 90% completion stages
- Project manual at 90% complete stage

**Subtask 2.2: QA/QC Review, Final Plans & Specifications**

**Description:** One of Bolton & Menk's Senior Engineers will perform an independent internal review of the final plans. We will incorporate final review comments from the City and prepare final plans and specifications certified by an Engineer licensed in the State of Iowa.

**Deliverables:**

- Copies of Engineer certified final plans and specifications.

**Task 3: project bid letting phase****Subtask 3.1: Coordinate Bid Letting**

**Description:** Provide the following services during the bidding phase:

- Prepare advertisement for bids and submit to the City Clerk for publications
- Provide copies of the contract/bidding documents
- Post plans to online plan rooms through QuestCDN
- Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required
- Attend Bid Opening with City Staff
- Review bids, check references, and prepare certified bid tabulation
- Prepare letter of recommendation for award of construction contract

**Deliverables:**

- Notes from conversations with bidders
- Addenda (if issued)
- Certified Bid Tabulation
- Letter of Recommendation

**TASK 4: CONSTRUCTION SERVICES**

**Description:** Perform the following construction phase engineering services:

- Consultant will attend a pre-construction meeting after award of the construction contract for the City's contractor, subcontractors, utility companies, and other interested parties. City will arrange and lead pre-construction meeting and will distribute meeting minute to all parties in attendance.
- The Consultant will be available to discuss the project design with the City's project manager and the Contractor during the construction phase, at the City's request. Inquiries during the construction period relating to design Standard of Care items will be addressed by the Consultant under this contract at the Consultants standard hourly rates. It is understood the City will provide on-going construction observation and administration services during the

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

- Consultant will address contractor's questions and issue clarification of design documents during construction activities. Consultant will issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare official Information to Contractor (ITC) documents, if required.
- The City shall prepare and coordinate any change orders required during construction. This shall include the adjustment of final quantities at the end of the project.
- Consultant will visit the site up to two times during construction. Site visits will be at the request of the City and shall be coordinated by the City to observe the project at construction milestones or to observe specific field conditions.
- Consultant shall review shop drawings, material submittals, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant may evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor for an additional fee. The City shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
- Upon substantial completion of construction, the consultant will attend a final punch list walkthrough in the company of the City. The City will develop the final punchlist and verify the contractor completes all punchlist items. Once the project is determined acceptable, the Consultant will give written notice to the City and the Contractor recommending final payment to the Contractor.

**Deliverables:**

- Pre-construction meeting notes
- ITC's
- Punchlist notes
- Statement of Substantial Completion

**Additional services not included in this contract**

Services excluded from this proposal include but are not limited to Topographic survey, Permitting, Pavement Cores (Provided by the City), Production of Aerial Photo (Provided by the City), Structural Engineering, Utility Locates, Utility Coordination, 3D Design or Modeling, and construction management. These services may be added as part of a change order or new service proposal. Other additional services which are not included, but which may be added by contract amendment include the following:

1. Lighting design
2. Design of storm sewer or sanitary sewer
3. Landscape design

4. Construction staging design other than complete roadway closure for each project area
5. Property boundary survey or right of way determination
6. Preparation of easements or acquisitions
7. Property Acquisition Services
8. Water Main Design
9. Construction Observation Services
10. Construction Survey
11. Construction Testing Services
12. As-Built Survey

#### **SCHEDULE**

Design Kickoff – December 19, 2025  
30% submittal – January 29, 2026  
60% submittal – February 26, 2026  
90% submittal – March 19, 2026  
Project bid date – April 23, 2026  
Construction - May 25, 2026



# COUNCIL ACTION FORM

Date: 1/5/2026

Presented By: El Anfaoui

Subject: Depository Institutions for 2026 Agenda Item: 9

## Description:

A resolution to set depository institutions for City of Keokuk funds for calendar year 2026.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

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

Actual Cost: \_\_\_\_\_

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

Funding Sources:

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

Departments:

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

Action  
Annually

Annually

Date

Jan 2025

Jan 2024

### Recommendation:

Staff recommends approval of depository institutions for calendar year 2026.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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

## CITY COUNCIL VOTES

[illegible]



**RESOLUTION NO.**

**A RESOLUTION DESIGNATING DEPOSITORIES FOR CITY MONIES  
AND CITY FUNDS NOT TO EXCEED THE SUMS INDICATED BELOW  
PER FINANCIAL INSTITUTION**

**WHEREAS**, Iowa code section 12C.2 requires that the depository maximums for a public unit be approved by the governing board, now

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

**THAT,**

Pilot Grove Savings Bank, \$15,000,000  
Two Rivers Bank & Trust, \$8,000,000  
State Central Bank, \$8,000,000  
Connection Bank \$8,000,000  
Iowa Public Agency Investment Trust \$8,000,000

be and are designated as depositories for city monies and city funds not to exceed the sums indicated above, per financial institution.

**Passed & Approved** this 5th day of January 2026.

\_\_\_\_\_  
Mark Smidt, Mayor

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



# COUNCIL ACTION FORM

Date: 1/5/26

Presented By: El Anfaoui

Subject: Publications Agenda Item: 10

## Description:

A resolution designating the Daily Gate City as the newspaper for official publications of City of Keokuk.

## 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  
Annually

Annually

Date

Jan 2025

Jan 2024

### Recommendation:

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## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

Staff recommends approval.

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

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION DESIGNATING THE DAILY GATE CITY AS A NEWSPAPER  
OF GENERAL CIRCULATION FOR PUBLICATION OF OFFICIAL NOTICES**

**WHEREAS**, the Code of Iowa requires publication of official notices in a newspaper of general circulation within the jurisdiction of a public entity; AND

**WHEREAS**, the Daily Gate City is a daily newspaper of general circulation within the jurisdiction of the City of Keokuk, Iowa.

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

**THAT**, the Daily Gate City is designated the newspaper of general circulation in which official and public notices of the City of Keokuk shall be published.

**Passed & Approved** this 5<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Mark Smidt, Mayor

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



# COUNCIL ACTION FORM

Date: 1/5/26

Presented By: El Anfaoui

Subject: Safe Deposit Box Agenda Item: 11

## Description:

A resolution designating access to safe deposit box rented in the name of The City of Keokuk.

## 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

Annual

Date

Jan 2025

Annual

Jan 2024

### Recommendation:

Staff recommends approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION MAKING THE SAFETY DEPOSIT BOX RENTED IN THE  
NAME OF THE CITY OF KEOKUK ACCESSIBLE TO THE MAYOR &  
CITY CLERK**

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

**THAT**, the Safety Deposit Box rented in the name of the City of Keokuk shall be accessible to the following named officials:

Mayor of the City of Keokuk

Clerk of the City of Keokuk

Provided, that both (2) of the above-named officials shall be present each time said box is opened and in no case shall anyone (1) of the above-named officials or anyone (1) person have sole access to said box.

**Passed & Approved** this 5<sup>th</sup> day of January 2026.

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Mark Smidt, Mayor

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



# COUNCIL ACTION FORM

Date: 1/5/2026

Presented By: El Anfaoui

Subject: Mayor Pro Tem Agenda Item: 12

## Description:

The Mayor shall appoint a member of council as Mayor Pro Tem, who shall serve as Vice President of The Council per chapter 2.12A of the City of Keokuk code of ordinances.

## 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

## Michael Greenwald appointed Mayor Pro Tem

Date

1/6/2022

### 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 DESIGNATING MICHAEL GREENWALD AS MAYOR PRO  
TEM OF THE CITY OF KEOKUK IN THE ABSENCE OF MAYOR MARK  
SMIDT**

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

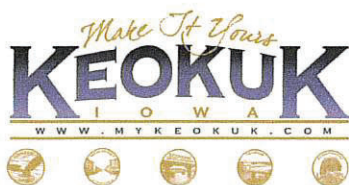
**THAT**, Ward 7 Councilperson Michael Greenwald be and is hereby designated as Mayor Pro Tem of the City of Keokuk in the absence of Mayor Mark Smidt.

**BE IT FURTHER RESOLVED, THAT**, per section 2.12A.050 of Keokuk Municipal Code; if the mayor pro tem performs the duties of the mayor during the mayor's absence, or disability, for a continuous period of more than fifteen days, the council may authorize the mayor pro tem to be paid a higher rate of compensation determined by the council, based upon the mayor pro tem's performance of the mayor's duties and upon the compensation of the mayor as set in this title, Section 2.08.010.

**PASSED and APPROVED** this 5<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Mark Smidt, Mayor

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



# COUNCIL ACTION FORM

Date: January 5, 2026

Presented By: Brian Carroll, PWD *BC*

Subject: Trade 2020 Peterbilt for 2016 Peterbilt Garbage Truck Agenda Item: \_\_\_\_\_

## Description:

The Sanitation Department would like to trade in the 2020 Peterbilt with Heil Half Pack valued at \$160,000 for a 2016 Peterbilt with New Way Sidewinder valued \$115,000 with a net refund being issued back to the city in the amount of \$45,000.

The net value received is reasonable and there are several benefits to making the trade.

The 2020 Peterbilt currently has a bent arm and the Curotto Can is in need of being rebuilt with an estimated cost of \$50,000. Trading in this truck would also allow the city to be on a better schedule for truck replacement in the future. The 2016 truck is smaller and easier for our employees to maneuver and will be less wear and tear on our alleys.

Vehicle Maintenance also recommends proceeding with the trade.

## FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \$0

Actual Cost: - \$45,000

Under/Over: - \$45,000

Funding Sources:

NA

Departments:

Sanitation

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 PETERBUILT GARBAGE TRUCK TRADE**

**WHEREAS** the sanitation department would like to trade the 2020 Peterbilt with Heil Half Pack garbage truck valued at \$160,000 for a 2016 Peterbilt with New Way Sidewinder valued at \$115,000, with a net refund being issued back to the city in the amount \$45,000; and

**WHEREAS** the net value is reasonable and there are several benefits to making the trade and vehicle maintenance recommends proceeding with the trade; and

**WHEREAS** the 2020 Peterbilt currently has a bent arm and the Curotto Can is in need of being rebuilt for an estimated cost of \$50,000; and

**WHEREAS** trading in the truck would also allow the city to be on a better schedule for future truck replacement; and

**WHEREAS** the 2016 truck is smaller and easier for employees to maneuver and will be less wear and tear on alleys.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that the council approve trading the 2020 Peterbilt Heil Half Pack garbage truck for a 2016 Peterbilt with New Way Sidewinder and receive a net refund to the city of \$45,000.

**Passed this 5<sup>th</sup> day of January 2026**

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Mayor – Mark Smidt

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Attest – Celeste El Anfaoui

## Bob Weis

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**From:** John Lischer <JohnL@elliottequipco.com>  
**Sent:** Monday, December 22, 2025 4:27 PM  
**To:** Bob Weis  
**Subject:** quote for trading in

You don't often get email from johnl@elliottequipco.com. [Learn why this is important](#)

Bob,  
Our accounting software does not allow for a negative value in a estimate. I guess it's a good thing it's not all that common.

I hope this will suffice:

~~Purchase of the the 2016 Peterbilt with New Way sidewinder VIN 3BRZLJ0XXGF107084~~  
\$115,000

Trade in of 2020 Peterbilt with 40yd Heil Half Pack VIN 3BPDLJ0X7LF105278  
\$160,000

Net Purchase/ refund

\$45,000 to be paid to city of Keokuk

Sincerely,  
John H. Lischer  
Elliott Equipment Company  
Davenport Office  
Branch Manager/ Sales  
563-581-0443  
Check out out inventory [Here](#)

BEWARE: This email was accepted from a domain outside the City of Keokuk.  
Exercise caution when opening attachments, clicking links, or responding with sensitive information. If you suspect this email is malicious, please report it to [ticket@shredit.com](mailto:ticket@shredit.com).



**Elliott Equipment Co.**

Corey Schultz  
President 800-786-4841

**2016 Peterbilt 320 NEW WAY SIDEWINDER 31 YD AUTOMATRD SIDE  
LOADER #12128E**

<b>VIN:</b>	3BPZLJ0XXGF107084
<b>Year:</b>	2016
<b>Truck Make:</b>	Peterbilt
<b>Truck Model:</b>	320
<b>Miles:</b>	65,000
<b>Hours:</b>	12,200
<b>Engine Make &amp; Model:</b>	Paccar PX-9
<b>Horsepower:</b>	345
<b>Trans:</b>	Allison 3000 RDS
<b>Body Make:</b>	New Way
<b>Body Model:</b>	Sidewinder
<b>Body Capacity:</b>	31yd
<b>Body Serial Number:</b>	13662A-10-15

2016 Peterbilt 320, Paccar PX-9 345 HP diesel, Allison 3000 RDS automatic transmsion, tandem axle, right hand drive only, New Way Sidewinder 31 yd automated side loader with 12? automated arm.

**AGENDA**  
**COUNCIL WORKSHOP**  
**January 5, 2026**  
**IMMEDIATELY FOLLOWING COUNCIL MEETING**

1. Discussion of Current Financial Landscape.