

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

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Report:
5. Citizens' Request.
6. Consent Agenda.
 - Minutes of the Regular Council meeting of January 15, 2026;
 - Minutes of the City Budget Workshop meetings of January 13, 17, & 24, 2026;
 - Minutes of the Special Council Budget meeting of January 31, 2026;
 - Resolution fixing date for a meeting on the authorization of a loan agreement and the issuance of not to exceed \$500,000 General Obligation Capital Loan Notes of the City of Keokuk, State of Iowa (for essential corporate purposes), and providing for publication thereof;
 - Resolution fixing date for a meeting on the authorization of a loan agreement and the issuance of not to exceed \$525,000 General Obligation Capital Loan Notes of the City of Keokuk, State of Iowa (for essential corporate purposes), and providing for publication thereof;
 - Resolution approving an Urban Revitalization Tax Exemption for the following homeowners:
 - * 927 Cleveland Avenue, single family dwelling, Barbara Bell
 - * 1028 Seymour, addition & deck, Brian Boltz
 - * 350 Wise Lane, accessory building, Josh Dietrich
 - * 924 Fulton Street, second story addition, Bonita Scott
 - * 3598 Middle Road, post frame building, Justin Hawkins
 - * 3012 Middle Road, addition, Matthew & Jodi Cook
 - Resolution setting a public hearing for disposal of 116 N. 7th Street;
 - Appointment of Jim Harriger to the City Planning Commission, fulfilling a term to expire May 14, 2029
 - Motion to pay bills and transfers listed in Register No.'s 5521-5523;

OLD BUSINESS:

7. Motion to remove from table.

Consider resolution approving an agreement with Taske Force, Inc. for temporary/summer staff.

NEW BUSINESS:

8. (a) Now is the time and place for a public hearing on the application for zoning change for property located at 4045 Main Street, Keokuk, Iowa. A public hearing notice was published in the Daily Gate City on January 28, 2026.

(b) Consider resolution acknowledging the public hearing for rezoning request for 4045 Main Street.
9. Consider resolution authorizing Askew Scientific Consulting LLC Contract.
10. Consider resolution approving new rates and fees for services and interments at Oakland Cemetery.
11. Consider resolution authorizing the filing of an application for the Surface Transportation Block Grant Program (STBG) for the Palean Street reconstruction project.

12. Consider resolution to approve two change orders for South 3rd and Des Moines Street tunnel access.
13. Consider resolution to approve a lease with Air Evac EMS, Inc. of City owned property at the Keokuk Municipal Airport.
14. Consider resolution reauthorizing the Mayor to sign a demolition contract for a four-family conversion located at 727 Exchange Street.
15. Consider resolution to release a Reversionary Interest in Real Estate in the Block Sixteen of the Original City of Keokuk, Lee County, Iowa.
16. Approval of various cuts to the budget.
17. Council Liaison Reports:
18. Staff Reports:
19. New Business:
20. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
January 15, 2026
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on January 15, 2026, at 501 Main Street. Mayor Mark Smidt called the meeting to order at 5:30 p.m. There were nine council members present, none absent. Todd Marshall, Tyler Walker, Doug Matlick, Kathie Mahoney, Devon Dade, Steve Andrews, Matt VanBerkum, Roger Bryant, and Michael Greenwald were present. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Chief of Police Zeth Baum, Fire Chief Gabe Rose, Waste Water Treatment Plant Manager Tom Wills and Bridge, Park, Cemetery and Sanitation Manager Bob Weis.

CITIZENS' REQUEST: Shawn Grandbouche informed the Council of various financial concerns regarding City finances and stated that these matters are being directed to the State Auditor's Office. Beth Wrieden Alvis addressed the Council regarding emission concerns and the impact on her family's health, noting that pollution and air quality have worsened recently and stated the problem seems to be related to Roquette.

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

- Minutes of the Regular Council meeting of January 5, 2026;
- Cash Receipts & Treasurer's Report for December 2025;
- Motion to pay bills and transfers listed in Register No.'s 5519-5520;

Motion made by Walker, second by Mahoney to approve initial reading of Ordinance amending City Code Chapter 5.24.020 (Nuisance Declared) of the Code of Ordinance of the City of Keokuk, Iowa.

Roll Call Vote: Ayes – Walker, Mahoney, Matlick, Dade, Andrews, VanBerkum, Bryant and Greenwald. Nay – Marshall. (8) AYES, (1) NAY. Motion carried.

Motion made by Greenwald, second by Dade to wave the second and third reading of ordinance.

Roll Call Vote: Ayes – Walker, Mahoney, Matlick, Dade, Andrews, Bryant, and Greenwald. Nay – Marshall. (7) AYES, (1) NAY (1) ABSTAIN - VanBerkum. Motion carried.

Motion made by Walker, second by Dade to adopt & give final approval of **ORDINANCE NO. 2060** Amending City Code Chapter 5.24.020 (Nuisance Declared) of the Code of Ordinance of the City of Keokuk, Iowa. (7) AYES, (1) NAY – Marshall, (1) ABSTAIN - VanBerkum. Motion carried.

Motion made by Greenwald, second by Andrews to approve the following proposed **RESOLUTION NO. 12-2026:** "A RESOLUTION AUTHORIZING TO EXECUTE A ONE-YEAR CONTRACT WITH KLINGER & ASSOCIATES FOR MONITORING AT THE NORTH LANDFILL." (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Dade approving an agreement with Taske Force, Inc. for temporary/summer staff. After discussion, a motion was made by Mahoney, second by Matlick to table. (8) AYES, (1) NAY – Bryant. TABLED.

Motion made by Greenwald, second by Andrews to approve the following proposed **RESOLUTION NO. 13-2026:** "A RESOLUTION APPOINTING JIM FERNEAU TO THE SOUTHEAST IOWA REGIONAL PLANNING COMMISSION (SEIRPC) BOARD OF DIRECTORS." (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 14-2026**: “A RESOLUTION APPROVING A CONTRACT WITH KRAUS & SONS, INC. TO REPLACE GRAND THEATRE AIR CONDITIONING UNIT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Dade to approve the following proposed **RESOLUTION NO. 15-2026**: “A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEMOLITION CONTRACT FOR A SINGLE-FAMILY DWELLING AT 819 RIDGE STREET.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 16-2026**: “A RESOLUTION APPROVING THE PURCHASE OF K9 OFFICER.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Mahoney to approve the following proposed **RESOLUTION NO. 17-2026**: “A RESOLUTION SETTING A PUBLIC HEARING ON THE APPLICATION FOR ZONING CHANGE FOR PROPERTY LOCATED AT 4045 MAIN STREET, KEOKUK, IOWA.” (7) AYES, (2) NAYS - Walker and Mahoney. Motion carried.

Motion made by Bryant, second by Mahoney to approve the following proposed **RESOLUTION NO. 18-2026**: “A RESOLUTION APPROVING A CHANGE ORDER FOR THE AIRPORT TERMINAL REHABILITATION PROJECT.” (9) AYES, (0) NAYS. Motion carried.

Consider resolution approving the submission of a Community Catalyst Grant Application on behalf of Rehabilitation Project at 1124-1128 Main Street. **Died to lack of motion.**

Motion made by Walker, second by Dade to approve the following proposed **RESOLUTION NO. 19-2026**: “A RESOLUTION APPROVING HIRING FREEZE.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Walker to approve the following proposed **RESOLUTION NO. 20-2026**: “A RESOLUTION APPROVING CONTRACT WITH SOUTHEAST IOWA REGIONAL PLANNING COMMISSION (SEIRPC) FOR BROWNFIELD CLEANUP FUNDING GRANT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Dade, second by Greenwald to approve the following proposed **RESOLUTION NO. 21-2026**: “A RESOLUTION APPOINTING KERRY KLEPFER TO THE SOUTHEAST IOWA REGIONAL PLANNING (SEIRPC) LOAN REVIEW COMMITTEE.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Walker to approve the following proposed **RESOLUTION NO. 22-2026**: “A RESOLUTION APPROVING ELECTRONIC CONTROL DEVICE PURCHASE.” (9) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Ferneau reported on the property tax proposal from Governor Reynolds and provided a reminder of the budget work session scheduled for January 17, 2026.

Motion made by Walker, second by Dade to adjourn the meeting at 6:38 p.m.

MINUTES
Council Budget Workshop
January 13, 2026
5:00 PM
501 Main St
Keokuk, Iowa

PRESENT: Smidt, Marshall, Walker, Mahoney, Matlick, Dade, Andrews, Vanberkum, Bryant, and Greenwald; ABSENT: None.

STAFF PRESENT: Ferneau, El Anfaoui, Rose, Baum, Crew, as well as other city staff.

Crew presented budget for animal control, Baum presented budget for police, and Rose presented budget for fire dept and KVEC. Council discussed and requested list of capital purchases.

The meeting adjourned at 5:57 p.m.

MINUTES
Council Budget Workshop
January 17, 2026
8:00 AM
501 Main St
Keokuk, Iowa

Discuss budget requests for Mayor/Clerk, Housing, Community Development, and all public works departments.

PRESENT: Smidt, Marshall, Walker, Mahoney, Matlick, Dade, Andrews, Vanberkum, Bryant (entered at 8:11am), and Greenwald; ABSENT: None.

STAFF PRESENT: Ferneau, El Anfaoui, Broomhall, Barnes, Carroll, Beaird, Clark, Weis, and Ott.

El Anfaoui presented the budgets for Mayor/Clerk, Data Processing, Insurance, Legal, Municipal Building, and Franchise Fees. Broomhall presented the budget for Planning and Zoning, Barnes presented the Housing budget, and Carroll presented the budgets for all Public Works departments. Ferneau reviewed the tax levy and provided education on fund balances included in the Treasurer's Report. Garry Seyb, Lee County District 4 Supervisor, provided information regarding available grant funding.

The meeting adjourned at 11:14 p.m.

**Council Budget Workshop
January 24, 2026
8:00 AM
501 Main St
Keokuk, Iowa**

PRESENT: Smidt, Marshall, Walker, Mahoney, Matlick, Dade, Andrews, Vanberkum, Bryant, and Greenwald; ABSENT: None.

STAFF PRESENT: Ferneau, El Anfaoui, Broomhall, Wills, Winkler, Baum, Whitaker (entered meeting at 8:17 AM), Carroll (entered meeting at 8:39 AM), and Rose (entered meeting at 8:44 AM).

Wills presented the WPC budget, Winkler presented the Library budget, and Ferneau reviewed Hotel/Motel funding and revenues. Ferneau also discussed the current deficit and items to be considered to assist in addressing the deficit.

Meeting adjourned at 11:53 am.

MINUTES
Special Council Budget Meeting
January 31, 2026
8:00 AM
501 Main St
Keokuk, Iowa

The City Council of the City of Keokuk met in a Special Council Budget Meeting on January 31, 2026, at 501 Main Street. Mayor Mark Smidt called the meeting to order at 8:00 a.m. There were eight council members present, one absent. Todd Marshall, Tyler Walker, Doug Matlick, Devon Dade, Steve Andrews, Matt VanBerkum, Roger Bryant, and Michael Greenwald were present. Kathie Mahoney 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, Fire Chief Gabe Rose, Assistant Police Chief Andy Whitaker, Keokuk Animal Control Officer Tom Crew as well as other city staff.

CITIZENS' REQUEST: Angela Gates, an employee of the Keokuk Public Library, voiced concerns regarding proposed budget cuts and requested the Council reconsider reductions to the Library budget. She also informed the Council of the requirement for \$750 in City funding for Historic Preservation to maintain Certified Local Government (CLG) status for grant eligibility. Broomhall responded that this requirement may be met through in-kind contributions. Dorothy Cackley expressed reservations regarding reductions in public safety staffing. Kirk Brandenburger sought to clarify misinformation regarding SIRC gaming funds and stated that organizations are unable to seek assistance from him at this time.

Budget – Non-General Fund

Motion by Greenwald to accept the non-general fund budgets as presented, second by Matlick. After discussion, Andrews moved to amend the motion to accept the non-general fund budgets excluding the Bobcat capital purchase, second by Walker. All ayes on the amended motion.

Vote on Original Motion as Amended: 7 ayes, 1 nay (Marshall). Motion carried.

Council Compensation

Motion by Bryant to suspend City Council compensation for one to two years, second by Matlick. After discussion, Matlick withdrew his second. Motion died due to lack of second.

Hotel/Motel Funding Amendment

Motion by Walker to amend Section 1 of the budget cuts and approve \$3,000 in Hotel/Motel Fund payments to Keokuk Historic Preservation, Lake Cooper Foundation, Rand Park Pavilion, Fine Arts Council, and Art Center. Motion failed due to lack of a second.

Budget Cuts – Section 1

Motion by Matlick, second by Dade, to approve the first section of budget cuts totaling \$141,126.

Roll Call Vote: Ayes: Marshall, Matlick, Dade, Andrews, VanBerkum, Bryant. Nays: Walker, Greenwald. Motion carried 6–2.

Franchise Fees

Motion by Greenwald to eliminate franchise fee rebates and increase electric and gas franchise fees (Items 3, 4, and 5 on the list), second by Dade. All ayes. Motion carried.

Water Department & Building Fees

Motion by Matlick to request an increased payment from the Water Department and increase building fees (Items 1 and 2 on the list), second by Greenwald. All ayes. Motion carried.

Library Budget Reduction – \$60,000

Motion by Matlick to reduce the Library budget cut to \$60,000. Motion failed due to lack of a second.

Library Budget Reduction – \$50,000

Motion by Greenwald to reduce the Library budget cut to \$50,000, second by Bryant. After discussion, VanBerkum moved to table the motion, second by Walker.

Roll Call Vote on Tabling: Ayes: Marshall, Walker, Andrews, Bryant, Greenwald. Nays: Matlick, Dade, VanBerkum. Motion to table carried 5–3.

Mowing Reduction

Motion by Matlick to reduce mowing expenses by \$35,000 (Item 10 on the list), second by Greenwald. All ayes. Motion carried.

Depot Funding

Motion by Greenwald to eliminate funding for the Depot (Item 8 on the list), second by Matlick.
Vote: 7 ayes, 1 nay (Walker). Motion carried.

Police Department Staffing

Zeth discussed how the proposed cuts would affect his department. Motion by Walker to eliminate two open vacant positions in the Police Department (item 6 on the list), second by Matlick. All ayes. Motion carried.

Police Administrative Staffing

Motion by Matlick, second by Dade, to reduce administrative staff at the Police Department through attrition (Item 22 on the list). All ayes. Motion carried.

Additional Discussion

Ferneau discussed proposed tax legislation. Lee County District 4 Supervisor Garry Seyb discussed Tax Increment Financing (TIF) projects.

Adjournment The meeting adjourned at **11:36 a.m.**



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January 29, 2025

VIA E-MAIL

Jim Ferneau
City Administrator
City of Keokuk
501 Main St., Suite 3
Keokuk, IA 52632
cityadmin@cityofkeokuk.org

Re: Keokuk, Iowa -Not to Exceed \$500,000 General Obligation Capital Loan Notes (ECP); Not to Exceed \$525,000 General Obligation Capital Loan Notes (GCP)

Dear Jim:

We have now prepared and are including with this letter suggested proceedings to be acted upon by the Council in fixing the date of a meeting on the proposition to issue the above mentioned Notes and ordering publication of notices of hearings consistent with the provisions of Code Sections 384.24A and 384.25 (ECP) and Sections 384.24A and 384.26 (GCP).

As to the essential corporate purpose (ECP) hearing, at the time of hearing the Council shall receive oral or written objections from any resident or property owner to the proposed action to issue the notes. After all objections have been received and considered, the Council is required, at that meeting or at any adjournment thereof, to take additional action for the issuance of the notes or to abandon the proposal to issue the notes.

Notice of this hearing must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The date of publication is to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of notes. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded.

As to the general corporate purpose (GCP) hearing, at any time before the date of the hearing, a petition may be filed with the Clerk requesting that the issuance of the notes be submitted to an election. To qualify, a petition must be signed by eligible electors equal to at

January 29, 2026

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least ten percent of the number who voted at the last regular municipal election (but not less than ten persons).

The Council is required by statute to adopt the resolution instituting proceedings to issue the notes at the hearing -- or an adjournment thereof. If necessary to adjourn, the minutes should be written to accommodate that action.

Notice of the GCP hearing must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The date of publication is to be not less than ten clear days nor more than twenty days before the date of public meeting on the issuance of the notes. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded.

Based on the schedule contemplated (hearing on February 19, 2026), and the right to file a petition, **the general corporate purpose notice will need to be published before February 9, 2026 to comply with the petition process. Please advise if this publication schedule will be problematic.** For convenience we recommend both Notices be published at the same time for convenience and consistency.

Please send us a completed copy of the proceedings filled in as the original and certified, together with the publisher's affidavit of publication of each notice of hearing. A certificate to attest the proceedings is attached to each set of proceedings.

We will prepare and forward to you in the near future, suggested procedure to be acted upon on the date of hearing. If you have any questions pertaining to the proceedings included with this letter or the above instructions, please do not hesitate to either write or call.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Cooper
FOR THE FIRM

KBC:seb

Enclosures (via email w/enc.)

cc: Celeste El Anfaoui, City Clerk, celanfaoui@cityofkeokuk.org
Tim Oswald, Piper Sandler, Timothy.Oswald@psc.com
Deb Harmsen, Piper Sandler, Debra.Harmsen@psc.com

**ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON FEBRUARY 5, 2026**

CITY OF KEOKUK, IOWA

Not to Exceed \$500,000 General Obligation Capital Loan Notes (ECP-1)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

February 5, 2026

The City Council of the City of Keokuk, State of Iowa, met in _____ session, in the 501 Main Street, Keokuk, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "**RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF KEOKUK, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF KEOKUK, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Keokuk, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$500,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the 501 Main Street, Keokuk, Iowa, at _____ .M., on the 19th day of February, 2026, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$500,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay costs of the equipping of fire and police departments; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$500,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published before: February 9, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Keokuk, State of Iowa, will hold a public hearing on the 19th day of February, 2026, at _____ .M., in the 501 Main Street, Keokuk, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$500,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay costs of the equipping of fire and police departments; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed \$62.64. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The Notes may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Keokuk, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this 5th day of February 2026.

City Clerk, City of Keokuk, State of Iowa

(End of Notice)

PASSED AND APPROVED this 5th day of February, 2026.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LEE)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

City Clerk, City of Keokuk, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LEE)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Keokuk, in the County of Lee, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed \$500,000 General Obligation Capital Loan Notes) (ECP-1)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Gate City", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2026.

WITNESS my official signature this _____ day of _____, 2026.

City Clerk, City of Keokuk, State of Iowa

(SEAL)

**ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON FEBRUARY 5, 2026**

CITY OF KEOKUK, IOWA

Not to Exceed \$525,000 General Obligation Capital Loan Notes (GCP-2)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

February 5, 2026

The City Council of the City of Keokuk, State of Iowa, met in _____ session, in the 501 Main Street, Keokuk, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "**RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$525,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF KEOKUK, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$525,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF KEOKUK, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Keokuk, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$525,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$969,149; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action

for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council meet in the 501 Main Street, Keokuk, Iowa, at _____ .M., on the 19th day of February, 2026, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$525,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of the construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations and police stations, including roof, boiler and technology upgrades and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$525,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published before: February 9, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$525,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Keokuk, State of Iowa, will hold a public hearing on the 19th day of February, 2026, at _____ .M., in the 501 Main Street, Keokuk, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$525,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of the construction, reconstruction, enlargement, improvement and equipping of city hall, fire stations and police stations, including roof, boiler and technology upgrades. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Keokuk, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 5th day of February 2026.

City Clerk, City of Keokuk, State of Iowa

(End of Notice)

PASSED AND APPROVED this 5th day of February, 2026.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LEE)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

City Clerk, City of Keokuk, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LEE)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Keokuk, in the County of Lee, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed \$525,000 General Obligation Capital Loan Notes) (GCP-2)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Gate City", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2026.

WITNESS my official signature this _____ day of _____, 2026.

City Clerk, City of Keokuk, State of Iowa

(SEAL)

RESOLUTION NO.

A RESOLUTION APPROVING AN URBAN REVITALIZATION TAX EXEMPTION FOR THE FOLLOWING HOMEOWNERS

WHEREAS, The City Council of the City of Keokuk has adopted provisions for Urban Revitalization Tax Exemption and;

WHEREAS, Applications have been submitted;

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

An Urban Revitalization Tax Exemption for the following homeowners be approved:

- 974 Cleveland Avenue, single family dwelling, Barbara Bell
- 1028 Seymour Street, addition & deck, Brian Boltz
- 350 Wise Lane, post frame building, Josh Dietrich
- 924 Fulton Street, second story addition, Bonita Scott
- 3598 Middle Road, post frame building, Justin Hawkins
- 3012 Middle Road, addition, Matthew/Jodi Cook

Passed & Approved this 5th day of February 2026.

Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

APPLICATION FOR URBAN REVITALIZATION EXEMPTION

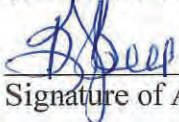
Pursuant to the provisions of Iowa Code Chapter 404 and Ordinance 1716 of the City of Keokuk, application is made for an Urban Revitalization Tax Exemption. This application to be filed with the City of Keokuk by February 1, of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation.

Property Owner Name: **Barbara Bell**
Property Owner Address: **974 Cleveland Avenue**
Address of Residential Property Claimed for Exemption: **974 Cleveland Avenue**

All qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by improvements. The exemption is for three years.

1. If applicable, describe in detail the new construction for which an exemption is claimed:
New single-family dwelling
2. If applicable, describe in detail the reconstruction of existing buildings or structures:
3. Was prior approval given by the City Council for this exemption?
Yes: (by Res. No. _____) No:
4. Estimated costs of the improvements? **\$136,441.00**
5. Estimated or actual date of completion? **January 31, 2026**
6. Please provide the names of tenants that occupied the building on April 1, 2001. See Iowa Code Section 404.6 with regard to relocation expenses of tenants.

I hereby swear that the information presented on this application, and all attached supporting documents are true, correct and complete.



Signature of Applicant

Property Owner

Title

1-27-26

Date

FOR ASSESSOR USE ONLY

I have examined this application for urban revitalization tax exemption and hereby certify \$ _____ of the 20__ final taxable value qualifies for urban revitalization tax exemption.

Assessor Signature

Date

January 27, 2026

Honorable Mayor, City of Keokuk
P. O. Box 400
Keokuk, IA 52632

Honorable Mayor:

Please accept this application for urban revitalization tax exemption (as adopted by City Ordinance No. 1716) for my improvement project located at **974 Cleveland Avenue**

As per the guidelines set forth in Section 404, of the Iowa Code, which deals with applying for an exemption, please find in the succeeding paragraphs the following information:

- Nature of the improvement
- Cost of the improvement
- Estimated date of completion.
- Tenants that occupied the owner's building on the April 1, 2001
- Elected exemption as prescribed by ordinance.

My project is (describe in detail): **Single family dwelling**

The estimated cost of the completed project is **\$136,441.00** and it will be completed on, **January 31, 2026.**

The tenants that now occupy the property are the same tenants that occupied the property on April 1, 2001, or I am the owner-occupant, or:

Because my building is a new building, there were no tenants occupying my building on April 1, 2001.

Upon approval of my application for tax exempt status, the exemption schedule as specified in Section 404.3, subsection 3: ".....qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years."

I hope you find this application acceptable. Please let me know if you need additional information.

Sincerely,



Property Owner(s) Signature

APPLICATION FOR URBAN REVITALIZATION EXEMPTION

Pursuant to the provisions of Iowa Code Chapter 404 and Ordinance 1716 of the City of Keokuk, application is made for an Urban Revitalization Tax Exemption. This application to be filed with the City of Keokuk by February 1, of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation.

Property Owner Name: **Brian Boltz**
Property Owner Address: **1028 Seymour Street**
Address of Residential Property Claimed for Exemption: **1028 Seymour Street**

All qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by improvements. The exemption is for three years.

1. If applicable, describe in detail the new construction for which an exemption is claimed:
8' x 16' addition & 6' x 16' deck
2. If applicable, describe in detail the reconstruction of existing buildings or structures:
3. Was prior approval given by the City Council for this exemption?
Yes: (by Res. No. _____) No:
4. Estimated costs of the improvements? **\$25,500.00**
5. Estimated or actual date of completion? **January 31, 2026**
6. Please provide the names of tenants that occupied the building on April 1, 2001. See Iowa Code Section 404.6 with regard to relocation expenses of tenants.

I hereby swear that the information presented on this application, and all attached supporting documents are true, correct and complete.


Signature of Applicant

Property Owner
Title

1/22/26
Date

FOR ASSESSOR USE ONLY

I have examined this application for urban revitalization tax exemption and hereby certify \$ _____ of the 20__ final taxable value qualifies for urban revitalization tax exemption.

Assessor Signature

Date

January 22, 2026

Honorable Mayor, City of Keokuk
P. O. Box 400
Keokuk, IA 52632

Honorable Mayor:

Please accept this application for urban revitalization tax exemption (as adopted by City Ordinance No. 1716) for my improvement project located at **1028 Seymour Street**

As per the guidelines set forth in Section 404, of the Iowa Code, which deals with applying for an exemption, please find in the succeeding paragraphs the following information:

- Nature of the improvement
- Cost of the improvement
- Estimated date of completion.
- Tenants that occupied the owner's building on the April 1, 2001
- Elected exemption as prescribed by ordinance.

My project is (describe in detail): **8' x 16' addition & 6' x 16' deck**

The estimated cost of the completed project is \$25,500.00 and it will be completed on, January 31, 2026.

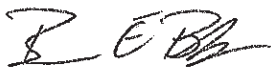
The tenants that now occupy the property are the same tenants that occupied the property on April 1, 2001, or I am the owner-occupant, or:

Because my building is a new building, there were no tenants occupying my building on April 1, 2001.

Upon approval of my application for tax exempt status, the exemption schedule as specified in Section 404.3, subsection 3: ".....qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years."

I hope you find this application acceptable. Please let me know if you need additional information.

Sincerely,



Property Owner(s) Signature

APPLICATION FOR URBAN REVITALIZATION EXEMPTION

Pursuant to the provisions of Iowa Code Chapter 404 and Ordinance 1716 of the City of Keokuk, application is made for an Urban Revitalization Tax Exemption. This application to be filed with the City of Keokuk by February 1, of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation.

Property Owner Name: **Josh Dietrich**
Property Owner Address: **350 Wise Lane**
Address of Residential Property Claimed for Exemption: **350 Wise Lane**

All qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by improvements. The exemption is for three years.

1. If applicable, describe in detail the new construction for which an exemption is claimed:
30' x 40' Post frame building
2. If applicable, describe in detail the reconstruction of existing buildings or structures:
3. Was prior approval given by the City Council for this exemption?
Yes: (by Res. No. _____) No:
4. Estimated costs of the improvements? **\$40,000.00**
5. Estimated or actual date of completion? **September, 2025**
6. Please provide the names of tenants that occupied the building on April 1, 2001. See Iowa Code Section 404.6 with regard to relocation expenses of tenants.

I hereby swear that the information presented on this application, and all attached supporting documents are true, correct and complete.

Josh Dietrich
Signature of Applicant

Property Owner
Title

1/22/26
Date

FOR ASSESSOR USE ONLY

I have examined this application for urban revitalization tax exemption and hereby certify \$ _____ of the 20__ final taxable value qualifies for urban revitalization tax exemption.

Assessor Signature

Date

January 22, 2026

Honorable Mayor, City of Keokuk
P. O. Box 400
Keokuk, IA 52632

Honorable Mayor:

Please accept this application for urban revitalization tax exemption (as adopted by City Ordinance No. 1716) for my improvement project located at **350 Wise Lane**.

As per the guidelines set forth in Section 404, of the Iowa Code, which deals with applying for an exemption, please find in the succeeding paragraphs the following information:

- Nature of the improvement
- Cost of the improvement
- Estimated date of completion.
- Tenants that occupied the owner's building on the April 1, 2001
- Elected exemption as prescribed by ordinance.

My project is (describe in detail): **30' x 40' post frame building**

The estimated cost of the completed project is **\$40,000** and it will be completed on, **September, 2025**.

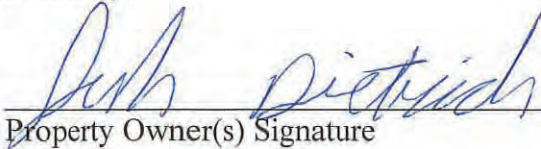
The tenants that now occupy the property are the same tenants that occupied the property on April 1, 2001, or I am the owner-occupant, or:

Because my building is a new building, there were no tenants occupying my building on April 1, 2001.

Upon approval of my application for tax exempt status, the exemption schedule as specified in Section 404.3, subsection 3: ".....qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years."

I hope you find this application acceptable. Please let me know if you need additional information.

Sincerely,



Property Owner(s) Signature

January 22, 2026

Honorable Mayor, City of Keokuk
P. O. Box 400
Keokuk, IA 52632

Honorable Mayor:

Please accept this application for urban revitalization tax exemption (as adopted by City Ordinance No. 1716) for my improvement project located at 924 Fulton Street.

As per the guidelines set forth in Section 404, of the Iowa Code, which deals with applying for an exemption, please find in the succeeding paragraphs the following information:

- Nature of the improvement
- Cost of the improvement
- Estimated date of completion.
- Tenants that occupied the owner's building on the April 1, 2001
- Elected exemption as prescribed by ordinance.

My project is (describe in detail): **2nd story addition**

The estimated cost of the completed project is **\$53,500.00** and it will be completed on **December 15, 2025** .

The tenants that now occupy the property are the same tenants that occupied the property on April 1, 2001, or I am the owner-occupant, or:

Because my building is a new building, there were no tenants occupying my building on April 1, 2001.

Upon approval of my application for tax exempt status, the exemption schedule as specified in Section 404.3, subsection 3: ".....qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years."

I hope you find this application acceptable. Please let me know if you need additional information.

Sincerely,



Property Owner(s) Signature

January 26, 2026

Honorable Mayor, City of Keokuk
P. O. Box 400
Keokuk, IA 52632

Honorable Mayor:

Please accept this application for urban revitalization tax exemption (as adopted by City Ordinance No. 1716) for my improvement project located at 3598 Middle Road.

As per the guidelines set forth in Section 404, of the Iowa Code, which deals with applying for an exemption, please find in the succeeding paragraphs the following information:

- Nature of the improvement
- Cost of the improvement
- Estimated date of completion.
- Tenants that occupied the owner's building on the April 1, 2001
- Elected exemption as prescribed by ordinance.

My project is (describe in detail): **40' x 40' post frame building**

The estimated cost of the completed project is \$12,284,000 and it will be completed on, 07/25/2025.

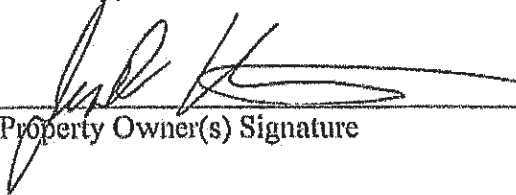
The tenants that now occupy the property are the same tenants that occupied the property on April 1, 2001, or I am the owner-occupant, or:

Because my building is a new building, there were no tenants occupying my building on April 1, 2001.

Upon approval of my application for tax exempt status, the exemption schedule as specified in Section 404.3, subsection 3: ".....qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years."

I hope you find this application acceptable. Please let me know if you need additional information.

Sincerely,



Property Owner(s) Signature

January 23, 2026

Honorable Mayor, City of Keokuk
P. O. Box 400
Keokuk, IA 52632

Honorable Mayor:

Please accept this application for urban revitalization tax exemption (as adopted by City Ordinance No. 1716) for my improvement project located at **3012 Middle Rd.**

As per the guidelines set forth in Section 404, of the Iowa Code, which deals with applying for an exemption, please find in the succeeding paragraphs the following information:

- Nature of the improvement
- Cost of the improvement
- Estimated date of completion.
- Tenants that occupied the owner's building on the April 1, 2001
- Elected exemption as prescribed by ordinance.

My project is (describe in detail): **16' x 24' house addition**

The estimated cost of the completed project is \$40,000.00 and it will be completed on, 12/31/25

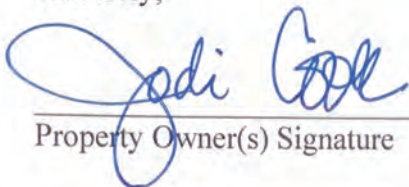
The tenants that now occupy the property are the same tenants that occupied the property on April 1, 2001, or I am the owner-occupant, or:

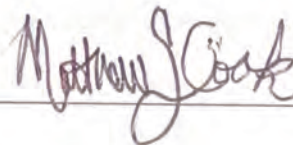
Because my building is a new building, there were no tenants occupying my building on April 1, 2001.

Upon approval of my application for tax exempt status, the exemption schedule as specified in Section 404.3, subsection 3: ".....qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years."

I hope you find this application acceptable. Please let me know if you need additional information.

Sincerely,


Property Owner(s) Signature



APPLICATION FOR URBAN REVITALIZATION EXEMPTION

Pursuant to the provisions of Iowa Code Chapter 404 and Ordinance 1716 of the City of Keokuk, application is made for an Urban Revitalization Tax Exemption. This application to be filed with the City of Keokuk by February 1, of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation.

Property Owner Name: **Matthew/Jodi Cook**

Property Owner Address: **3012 Middle Road**

Address of Residential Property Claimed for Exemption: **3012 Middle Road**

All qualified real estate is eligible to receive a one-hundred percent exemption from taxation on the actual value added by improvements. The exemption is for three years.

1. If applicable, describe in detail the new construction for which an exemption is claimed:
16' x 24' house addition
2. If applicable, describe in detail the reconstruction of existing buildings or structures:
3. Was prior approval given by the City Council for this exemption?
Yes: (by Res. No. _____) No:
4. Estimated costs of the improvements? **\$40,000.00**
5. Estimated or actual date of completion? **12/31/25**
6. Please provide the names of tenants that occupied the building on April 1, 2001. See Iowa Code Section 404.6 with regard to relocation expenses of tenants.

I hereby swear that the information presented on this application, and all attached supporting documents are true, correct and complete.

Jodi Cook
Signature of Applicant

Property Owner
Title

1/30/26
Date

FOR ASSESSOR USE ONLY

I have examined this application for urban revitalization tax exemption and hereby certify \$ _____ of the 20__ final taxable value qualifies for urban revitalization tax exemption.

Assessor Signature

Date

RESOLUTION NO. _____

RESOLUTION PROPOSING TRANSFER OF REAL ESTATE INTERESTS OF THE CITY BY DEVELOPMENT AGREEMENT AND AUTHORIZING PUBLIC NOTICE THEREOF

WHEREAS, Section 364.7, 403.12, and 362.3 of the Code of Iowa sets for the manner in which the City of Keokuk may dispose of an interest in real property; and

WHEREAS, The City of Keokuk is the present owner of certain real property, situated in the City of Keokuk, Lee County, Iowa, legally described as follows:

116 North 7th Street – Original City of Keokuk, Rear 1/3 of lots 1-3 , Block 105

WHEREAS, notice of intent to transfer the property described herein and pursuant to urban renewal law, will be given by publication of Public Notice attached to this resolution. This notice will be published once in the Daily Gate City, a newspaper printed, published, and of general circulation in the City of Keokuk, not less than 4, nor more than 20, days before the meeting of the City Council at which the proposal will be considered; and

WHEREAS, a proposal has been submitted by Keokuk Neighborhood Initiative, a nonprofit whose mission is to promote house development. KNI would transfer these nonconforming lots along with abutting lots owned by KNI to 2 x 4s For Hope that build tiny homes for veterans; and

WHEREAS, The City Council will hold a Public Hearing on the proposed real property transfer on February 19, 2026, at 5:30 PM in the Council Chambers at Keokuk City Hall. If the proposal is approved, the City Council may enter a final resolution authorizing the transfer; and

WHEREAS, it is now necessary to set a date and time for public notice and hearing on the disposal of the said real property afore described pursuant to Section 403.12 of the Code of Iowa;

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

THAT, the attached Public Notice be published at last once in the Daily Gate City, a newspaper printed, published, and of general circulation in the City of Keokuk, not less than 4, nor more than 20, days before the meeting of the City Council at which the proposal will be considered;

BE IT FURTHER RESOLVED, that after the public hearings and upon approval by this Council, final determination on the proposals for disposition by Resolution of this Council may be considered.

Passed & Approved this 5th day of February 2026.

Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

EXHIBIT A

NOTICE OF INTENT TO DISPOSE OF CITY PROPERTY

PUBLIC NOTICE is hereby given that the City Council of the City of Keokuk in Lee County, State of Iowa, intends to transfer all rights, title, and interest of the city in and to certain real property, situated in the City of Keokuk, Lee County, Iowa, legally described as follows:

116 North 7th Street – Original City of Keokuk, Rear 1/3 of lots 1-3 , Block 105

The City Council will hold a Public Hearing on the proposed real property dispose on February 19, 2026, at 5:30 PM in the Council Chambers at Keokuk City Hall, 501 Main Street, Keokuk, Iowa.

The disposal will be conducted by a development agreement and conveyance will be by Quit Claim Deed, with the property transferred in as-is condition.

Oral and written statements in support of, or in opposition to, this proposed transfer may be made at the public hearing.

. _____
Celeste El Anfaoui, City Clerk

PAYMENT OF THE FOLLOWING FOR THE CITY ARE APPROVED & ACKNOWLEDGED TO PAY
 THE SEMI-MONTLY BILLS FOR COUNCIL MTG. OF FEBRUARY 5,2026. **REGISTER NO. 5521**

AMI PIPE & SUPPLY	CREDIT ON ACCOUNT	\$	(73.60)
BEARING HEADQUARTERS CO.	GATES SANITATION DEPT.	\$	379.66
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$	200.00
GRAY QUARRIES, INC	ROADROCK/PEA GRAVEL ST.DEPT.	\$	3,525.29
JIM BAIER, INC	PARTS	\$	939.20
RIVER CITY PARTS, INC.	PARTS	\$	212.20
SHERWIN-WILLIAMS CO.	SUPPLIES/PAINT PARK DEPT.	\$	9.39
S. J. SMITH WELDING SUPPLY	SUPPLIES	\$	34.68
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$	3,936.50
TASKE FORCE, INC.	SERVICE	\$	10,928.85
ALLIANT	SERVICE	\$	13,917.84
THE CARDBOARD BOX	UPS CHARGES WWTP	\$	323.11
ENVIRONMENT RESOURCE ASSOCIATE	LAB SUPPLIES-WPC	\$	801.57
HACH COMPANY	WPC LAB SUPPLIES	\$	1,348.40
CENTURY LINK	SERVICE	\$	518.28
GREAT RIVER REGIONAL WASTE	SERVICE	\$	21,977.19
LEE COUNTY RECORDER/REGISTRAR	SERVICE	\$	22.00
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES WPC	\$	274.40
MEYERS PLUMBING	PARTS/LABOR	\$	180.00
SHOEMAKER & HAALAND	PROFESSIONAL SERVICES	\$	6,313.19
MODJESKI & MASTERS, INC.	BRIDGE INSP. THRU DEC.31,2025	\$	1,160.00
ELECTRIC PUMP	WWTP (3) TOWER UPS	\$	1,155.00
EWART'S FAB & CUSTOM CUTTING	DRILL HOLE/MACHINE WASHER ACO	\$	45.00
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$	1,556.00
GOODYEAR AUTO SERVICE CENTER	TIRES BLDG/ZONING	\$	790.16
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$	185.00
ENDERLE HEATING & A/C COMPANY	BOILER PUMP MOTOR/LABOR LIBRARY	\$	2,029.82
VEENSTRA & KIMM, INC.	SERVICE	\$	13,906.90
HY-VEE, INC.	SUPPLIES	\$	24.82
R.L. HOENER COMPANY	PARTS/SHIPPING BULK FUEL	\$	884.20
TRI STATE WINDOW & POOL, INC	8GALLON LIQUID CHLORINE WWTP	\$	48.00
SEIRPC	EPA BROWNFIELD CLN	\$	8,240.00
PER MAR SECURITY SERVICES	SERVICE	\$	1,536.70
RAIRDEN'S AUTO SALVAGE &	TOWING SERVICE	\$	100.00
KEOKUK AREA CHAMBER OF	GRAND THEATRE MEMBERSHIP26-27	\$	175.00
NIEMANN FOODS, INC./ACE	PARTS/SUPPLIES	\$	472.38
HERALD-WHIG CIRCULATION	SUBSCRIPTION KEOKUK LIBRARY	\$	183.00
INGRAM LIBRARY SERVICES	BOOKS KEOKUK PUBLIC LIBRARY	\$	192.31
TERMINAL SUPPLY CO.	CABLE TIES VEHICLE MAINT.	\$	39.84
FASTENAL COMPANY	PARTS/SUPPLIES	\$	42.27
KEOKUK COMMUNITY SCHOOL	FRANCHISE FEE REBATE 4TH QTR25	\$	1,665.68
FRANK MILLARD & CO., INC.	LABOR/MAT. FAB6' WWTP	\$	885.00

REGISTER NO. 5522

FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$	(470.20)
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$	289.58
PAUL S. KELLY SR.	PUMP RECONDITIONING WWTP	\$	894.76
STANARD & ASSOCIATES, INC.	LAW ENFORCEMENT TEST KPD	\$	46.50
WM. J. KRAUS & SON, INC.	HVAC DESIGN/INSTALL GRAND&CITY	\$	49,028.60
NOEL BROWN	REIMB.LIBRARY SUPPLIES CORDS	\$	86.12
HY-VEE	LAW ENFORCEMENT ACADEMY MEALS	\$	2,865.00
ANDREW WHITAKER	REIMB.POSTAGE FOR KPD	\$	21.90
MEDIACOM	SERVICE	\$	846.36
ELECTRONIC ENGINEERING	EVAL RADIOS&INSTALL IN VEHICLE	\$	763.30
OMNI-SITE.NET	SERVICE SEWER DEPT.	\$	6,232.00
LCL FARMS INC.	SALT HAULING ST.DEPT SNOW REM.	\$	2,825.20
MES SERVICE COMPANY, LLC	UNIFORM KEOKUK FIRE DEPT.	\$	11,704.35
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$	44.13
STACEY J. HAWKINS	REMOVE DEAD TREE @ OAKLAND CEM	\$	750.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$	236,919.34
BRITE-WAY WINDOW SERVICE	SERVICE CITY HALL & LIBRARY	\$	154.00
SOUTHEAST IOWA REGIONAL	SEIBUS TRANSPORTATION SERVICES	\$	2,125.00
LEWIS EXCAVATING & SEPTIC,INC.	REPAIR SEWR 923 S 14TH ST.	\$	2,000.00
ROQUETTE AMERICA INC.	TARGETED JOBS TAX CREDIT	\$	13,628.05
CARD SERVICES	SUBSCRIPTION KEOKUK LIBRARY	\$	62.43
SEITHER & CHERRY CO.	J#251077-L WWTP DIG 1 & 2	\$	9,982.00
MIDWAY FREIGHTLINER,INC.QUINCY	PARTS KEOKUK FIRE DEPT.	\$	57.52
CHAMPLIN TIRE RECYCLING, INC.	6BENCH BOARD GREEN/ENGRAVING	\$	1,059.00
INTERSTATE BATTERIES OF	BATTERIES AIRPORT	\$	485.85
ANC PEST SOLUTIONS INC.	SERVICE KEOKUK PUBLIC LIBRARY	\$	150.00
VERIZON WIRELESS	SERVICE	\$	361.18
DANNY GLASGOW JR.	1/2 PMNT SEWER/ACO ROOF CARBID	\$	14,643.50
ACCO UNLIMITED CORPORATION	POOL EQUIPMENT REPAIR	\$	574.35
LIBERTY UTILITY IOWA	SERVICE	\$	5,987.35
DOUG SEABOLD	TOOL ALLOWANCE FY2025-2026	\$	446.92
INTERSTATE BILLING SERVICE,INC	PARTS STREET DEPT.	\$	585.55
LYNCH DALLAS, PC.	PROF SERVICES GEN LEGAL MATTER	\$	2,301.00
SAVIOUR APPLIANCE	SERVICE CALL/LABOR KFD TAX EXP	\$	118.72
RICOH USA, INC.	SUPPLIES LIBRARY	\$	33.02
TSS	SERVICE	\$	455.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$	3,050.00
SOUTHEAST IOWA GARAGE DOOR	SERVICE CALL @ RAND PARK	\$	189.00
ICONNECTYOU	SERVICE	\$	568.92
UNITED SYSTEMS, INC.	SECURITY SERVICE POLICE DEPT.	\$	312.50
DELTA GLOVES	SUPPLIES KEOKUK POLICE DEPT.	\$	229.63
AXON ENTERPRISE, INC	SUPPLIES KEOKUK POLICE DEPT.	\$	14,500.07
IAPFC B.PLATZ SECRETARY TREAS.	MEMBERSHIP DUES GABE ROSE	\$	100.00

REGISTER NO. 5523

DOUG EWING PHOTO	OFFICER PORTRAITS X 3	\$	300.00
ARROWHEAD FORENSICS	POLICE DEPT SUPPLIES	\$	341.95
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	1,200.00
IOWA ONE CALL	SERVICE SEWER DEPT.	\$	294.10
MCCLURE ENGINEERING CO	AIRPORT RECONST.TAXIWAY LIGHTG	\$	13,767.08
JAMES JOHNSON	REIMB.FOR CONTINUING EDUCATION	\$	330.00
K9 WORKING DOGS INTERNATIONAL	K9 OFFICER KEOKUK POLICE DEPT.	\$	23,723.11
SHARED IT INC	IT SERVICES	\$	225.94
DRAKE HARDWARE & SOFTWARE	SENIOR CONSULT.REM.SUPP.SEIDC	\$	250.00
NAPA AUTO PARTS	PARTS VEH.MAINT & STREET DEPT	\$	383.41
TRUE NORTH CONTROLS LLC	1GB MONTHLY VERIZON (2) WWTP	\$	816.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$	325.00
SHAW ELECTRIC, INC.	LABOR/MATERIAL AIRPORT	\$	2,590.10
ELITE LAWN AND LANDSCAPE LLC	NUISANCE CLEANUPS	\$	1,220.00
ACCESS SYSTEMS LEASING	SERVICE	\$	217.74
MIDAMERICAN TECHNOLOGY, INC.	MARKED ROD W/AWK WHEELS SEWER	\$	4,850.00
JONES CONTRACTING CORP.	GRAND AVE 25RECONST.N17-BOULVD	\$	4,216.05
CENGAGE LEARNING INC./GALE	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	204.63
OBJJ LLC	2026 DEF.TACTICS TRAINING KPD	\$	2,400.00
EOCENE ENVIRONMENTAL GROUP,INC	WORKPLAN TASK3&4 CLEANUP	\$	16,580.53
MCCLOUD SERVICES	GENERAL PEST CONTROL SEIDC	\$	130.06
NINE SQUARE FEET, INC.	SEED SWAP & GIVEAWAY 2026 LIB.	\$	20.00
MH LOGISTICS CORP	PARTS SANITATION	\$	647.26
BOLTON & MENK, INC.	KEOKUK/BEL AIR ST.RECONSTRUCTN	\$	42,757.00
APPLIED CONCEPTS, INC.	PARTS/SUPPLIES POLICE DEPT.	\$	2,481.00
LEE COUNTY FLORAL LLC	CRAFT & CHAT PUBLIC LIBRARY	\$	280.00
COAST TO COAST CALIBRATIONS,	CALIBRATION OF WEIGHTS WWTP	\$	216.00
MICHELLE MORTIMER	GRAND THEATRE MANAGER FEE	\$	400.00
POINTE COMMERCIAL	BATTERY DEODORIZER LIBRARY	\$	14.90
CLEAN HARBORS ENVIRONMENTAL	TRAVEL/ONISTE SAMPLING OPERAT.	\$	8,356.76
VIKING AGGREGATES, INC.	FILL SAND WASHED SNOW REMOVAL	\$	851.42
GREAT LAKES SALT COMPANY	TREATED SALT-SNOW REMOVAL	\$	26,924.40
CANINE DEVELOPMENT GROUP INC.	PACKTRACK HANDERL SUBSCRIPTION	\$	140.00
DYLAN JEFFERS	REIMB.BACKGROUND CK EMT LICENS	\$	64.35
BROCKWAY COMPANY INC.	LABOR/MATERIAL SEIDC	\$	9,707.70
MEGRATH ENTERPRISES, INC.	SNAP ON TOOLS	\$	1,051.00
		\$	656,370.22



COUNCIL ACTION FORM

Date: February 5, 2026

Presented By: Brian Carroll, PWD

Subject: Annual Staffing Agreement Agenda Item: 7

Description:

The purpose of this resolution is to request Council approval for the Annual Staffing Agreement with Taske Force Inc. of Keokuk, IA for the 2026 operating season.

Each year, Public Works hires temporary and summer employees, specifically in the Parks and Cemetery Departments, to support increased seasonal workload and ensure continued service delivery.

The use of temporary and summer help allows the City to meet operational demands during peak periods without increasing permanent staffing levels.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

All

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

RESOLUTION NO.

**A RESOLUTION APPROVING AN AGREEMENT WITH
TASKE FORCE, INC FOR TEMPORARY/SUMMER STAFF**

WHEREAS the city seeks to enter into an agreement with Taske Force, Inc. of Keokuk to provide seasonal employees for the 2026 operating season; and

WHEREAS the city hires temporary and summer employees specifically in the park and cemetery department to support seasonal workload and ensure continued services; and

WHEREAS the use of temporary and summer help allows the city to meet operational demands during peak periods without increasing permanent staff.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that an agreement be entered into with Taske Force, INC. of Keokuk to provide temporary and summer staff for the public works department.

Passed this 5th day of February 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui



COUNCIL ACTION FORM

Date: January 12, 2026

Presented By: Broomhall

Subject: Hold public hearing: rezoning request 4045 Main Street Agenda Item: 8 a & b

Description:

Rairden's Towing & Transport, LLC, desires to rezone a portion of 4045 Main Street from C-2, General Commercial & R-1, single family dwelling district to an M-2 Heavy industrial district to use the property as a vehicle impound yard.

The City Planning Commission reviewed the request on November 17, 2025 and made a recommendation to the City Council to rezone as a conditional rezoning. The recommendation is to allow the rezoning only allowing a vehicle impound storage yard and no other industrial uses on the property and fencing be installed. An agreement to the conditions must be signed by the property owner before the public hearing ends.

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: _____

RESOLUTION NO.

**A RESOLUTION ACKNOWLEDGING THE PUBLIC HEARING FOR
REZONING REQUEST FOR 4045 MAIN STREET**

WHEREAS, the Keokuk City Council has duly held a public hearing on a request submitted by Rairden’s Towing & Transport, LLC, record owner of property located at 4045 Main Street, to rezone said property as outlined in Exhibit A from **C-2 General Commercial District** and **R-1 Single-Family Dwelling District** to **M-2 Heavy Industrial District**; and

WHEREAS, the Keokuk City Council has acknowledged the recommendation of the City Planning Commission to approve the rezoning request as a **conditional rezoning**, limiting the use of the rezoned property to a vehicle towing storage yard/vehicle impound yard and other uses permitted within commercial zoning districts; and

WHEREAS, the Keokuk City Council further acknowledges that protests have been submitted in opposition to the rezoning request;

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

That the public hearing concerning the rezoning request for the property located at 4045 Main Street is hereby acknowledged and made an official part of the minutes of this City Council meeting.

Passed & Approved this 5th day of February 2026.

Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

Staff Report – 4045 Main Street, Rairden Towing & Transport LLC, Rezoning Request

Date: February 2, 2026

To: Keokuk City Council

From: Pam Broomhall, Community Development Director

Applicants: Rairden's Towing & Transport, LLC



Summary

Rairden's Towing & Transport, LLC purchased the property located at 4045 Main Street in 2017. The property consists of approximately 33.63 acres, of which 3.91 acres are zoned C-2 (General Commercial) and 29.72 acres are zoned R-1 (Single-Family Residential).

L & B Trucking operated at this location for many years, selling the property in 2006 to Jon Warren. Lions Pride, Inc, purchased the property in 2007 and operated a redemption center (pop cans), this property was in noncompliance for use and various junk, they were issued violation letters and a citation.

Concerns were received alleging that the property was being used for junk vehicle storage or salvage-related purposes. On October 16, 2025, a notice of violation was issued citing the storage of inoperable or obsolete vehicles and the operation of an impound storage yard within R-1 and C-2 zoning districts. Automobile wrecking, salvage, and vehicle storage yards are not permitted uses within R-1 or C-2 zoning districts and are only allowed within the M-2 Heavy Industrial District upon issuance of a special use permit pursuant to Section 20.56.020 of the Keokuk Municipal Code.

The property owner submitted a request for rezoning to the City Planning Commission, a meeting was held November 17, 2025 with the following recommendations.

City Planning Commission Recommendation

The Planning Commission reviewed the rezoning request and made the following recommendations:

1. Rezone the requested property to a M-2, Heavy Industrial as a conditional rezoning only allowing the property to be used as an impound storage yard or approved uses within commercially zoned district.
2. Good faith effort to up property and install fencing to hide any visible vehicles from the frontage and side yards.

Considerations from Staff

The 2018 Keokuk Comprehensive Plan Future Land Use Map identifies this area as appropriate for commercial use. Staff notes that the presence of junk or inoperable vehicles can have impacts on surrounding properties regardless of whether formal salvage activities are occurring at the subject site

1. Heavy Industrial is inconsistent with the 2018 Keokuk Comprehensive Plan and its designation of the property for commercial use.
2. A vehicle impound storage yard consisting of mainly inoperable junk vehicles, some that have been sitting at this location for three years are not compatible with the existing and surrounding land uses.
3. This use could have negative impacts on adjacent properties and the broader community.

Rairden's operate an auto salvage yard at 3944 South 7th Street and have received special use permits in 2017 and 2018 to expand operations at that location, a majority of these vehicles that are located at 4045 Main, should be moved to the salvage yard.

20.88.020 Rejection or protest—Vote required.

If the city plan commission recommends against or if a protest against such proposed amendment, supplement, change, modification or repeal is presented in writing to the city clerk duly signed and acknowledged by the owners of twenty percent or more, either of the area of the lots included in such proposed change or of those immediately adjacent in the rear thereof extending the depth of one lot or not to exceed two hundred feet therefrom or those directly opposite thereto, extending the depth of one lot or not to exceed two hundred feet from the street frontage of such opposite lots, such amendment, supplement, change, modification or repeal shall not become effective except by the two-thirds vote of all the members of the city council.

December 1, 2025

Celest El Anfaoui
City Clerk
501 Main Street
Keokuk, IA 52632

Ref: Rairden Re-zoning

Dear Ms. El Anfoui,

We are writing to discuss your decision to approve an M-2 zoning application by Rairden's on the north edge of Keokuk.

My husband Chris and I built a new home last year. When we purchased the land, we hesitated because we weren't sure we wanted to drive past a junk yard every day to get to our new home, but we decided that the location was perfect for us otherwise. In the past 2 years the amount of junk vehicles etc. has more than doubled. We have met some of our other neighbors now and they are sickened by it also.

I (Shari) attended the Council meeting the other night but because of a recent severe hearing loss I wasn't able to comment due to the fact that I just wasn't confident that I had heard any of the explanations correctly. We understand that an M-2 Zoning was approved which was disheartening to all of us living behind Rairden's so we are reaching out to ask you to take a serious look at this property. We tried to take pictures, but they just don't show the scope.

We believe Mr. Rairden said that he needed a place to just temporarily store cars. He did not mention boats, campers, semis and semi beds full of junk. For a few weeks this summer there was a large wrecker pulling a school bus sticking out into the road. And two pallets that were driven over were left out in the road. I moved them off to the side where they are sitting to this day. We understand that his business is just never going to be a "pretty" one, but this is definitely not a "temporary" storage situation. Many of these items have been there for the two years since we purchased our land. We are so afraid that if given a "go-ahead" it will just continue to expand and get much worse!

We have met the Rairden's and believe them to be very nice people, but we don't believe that they are concerned at all about how this looks to the rest of the community. We have noticed the city's renewal projects and remodeling of buildings that have been neglected and/or abandoned and we understand that this is not an easy task! We, personally, have tried to help! We have been maintaining the road from Derr Motors all the way back to our house - at our own expense - and picking up trash and I have an Art Exchange idea that we are working on with Crystal McGee to implement next spring. We aren't here just to complain - we do want to contribute so that everyone is able to take pride in their community! 😊

We know you are incredibly busy and appreciate the job you are doing but are asking you to please take a drive out there to see for yourself. So many people enjoy games at McCredie Park in the summer and Derr Motors always puts so much effort, cost and time into maintaining their property! A restriction that requires a well-maintained privacy fence and mowing allows them to conduct their business and not be an eye sore for the community.

There are three other families that drive down this lane on a daily basis who have also expressed concerns but were unable to attend the meeting. None of us want to create bad blood with our neighbors but we also want to feel like we are being protected from living next door to a junk yard that wasn't there when we all moved in.

Please feel free to contact us if there is any way in which we can assist you – or if you have any questions for us! Thank you again!

Chris + Shari Engel

Chris and Shari Engel
(319) 551-6585

To: Celest El Anfaoui, City Clerk
Pam Broomhall, Keokuk Community Development Director

From: Lora and Jim Wolff

RE: Rairden's Salvage, 4045 Main Street (on 258th Ave)

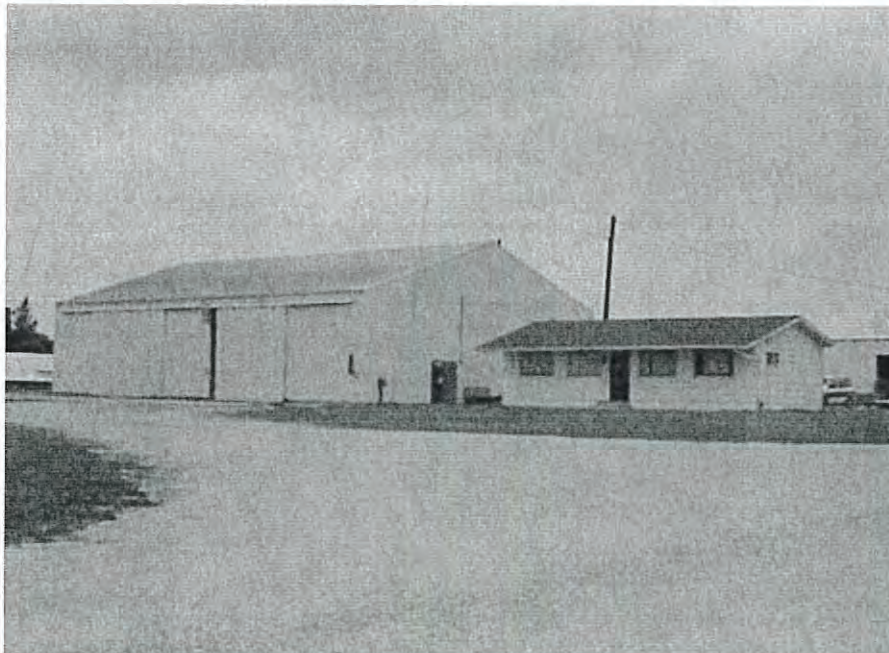
January 5, 2026

We are contacting you concerning the Rairden property on 258th Ave, Keokuk, IA that is on the January 5, 2026 agenda:

- Parcel 1: 044521152000610
 - Zoned: Commercial
 - 3.38 acres
 - Sold 3.28.2017 (CL Rairden); transferred 11.24.2020 (Rairden's Trucking & Towing, LLC)
- Parcel 2: 044521104000280
 - Zoned: Commercial
 - 29.72 acres
 - Sold 3.20.2017 (CL Rairden); transferred 11.24.2020 (Rairden's Trucking & Towing, LLC)

and ask that you share this letter and associated photos with the appropriate individuals involved in decision-making.

We have lived in Keokuk since 1984 and currently reside at 2581 357th Street, Keokuk, IA (just outside the city limits). We travel down 258th Avenue to get to our home. Below is a photo of the property when acquired by Rairden's.



Since 2017, this property has had an increasing amount of junk as defined in Iowa Chapter 306.1 Definitions:

“3. ‘Junk’ means old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste, **or junked, dismantled, or wrecked automobiles, or parts of automobiles**, or iron, steel, or other old or scrap ferrous or nonferrous material (p. 1).

Furthermore, the property has been and continues to be serving as a junkyard (it is not an impound lot) also defined by Iowa Chapter 306.1 Definitions:

“4. ‘Junkyard’ means an establishment or place of business which is maintained, operated, or used primarily for **storing, keeping, buying, or selling junk**; and the term includes garbage dumps, sanitary fills, and **automobile graveyards**” (p. 1).

There are numerous wrecked/incapacitated vehicles (e.g., cars, vans, SUVs, trucks, semi-trucks, school buses, tow trucks, etc.) that have been there for more than two years. These vehicles are not there temporarily while working with insurance companies to be junked. More and more vehicles are being added and rarely is a vehicle removed. In addition to numerous wrecked vehicles, there are large dumpsters of what appears to be scrap metal.

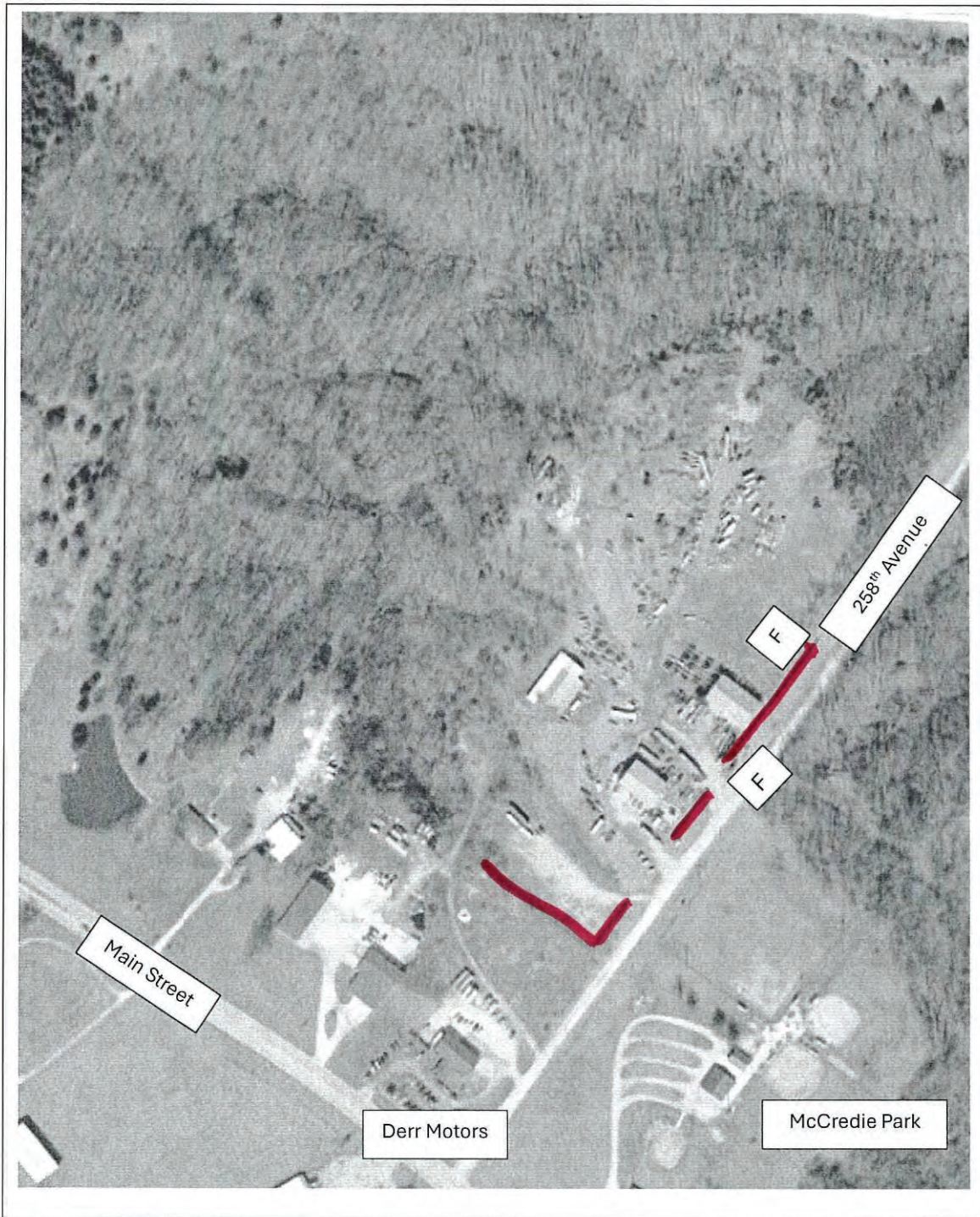
I have enclosed 11 photos (three sets) of the property for your perusal as you contemplate the status of these two parcels. Please note that all photos were taken while sitting on our vehicle while on 258th Ave.


Please consider protecting the value of the homes and properties in the surrounding neighborhood, the view from the McCredie Park (which has numerous events with Keokuk residents and visitors to our community), and the negative impression the property gives at the entrance to the city of Keokuk.

We request that should the property be utilized to allow for its use as a junkyard, we respectfully request:

- that the property be “cleaned” up so that from the road (Main Street and 258th Ave) to remove the visible eyesores.
- that appropriate fencing be installed to shield the junkyard from those traveling down 258th Street, those who are visiting McCredie Park, and those traveling north/south on Main Street (see p. 3).

If you have not taken the time to go by and assess the property in question, please do so. We appreciate the City of Keokuk’s attention to this matter.



 Potential Fence

Minimally, clean-up needs to occur on all parts of the property and fence needs to be placed at "F" on the above figure.

Should you require additional information, our contact information follows:

Jim Wolff

jimwolff@yahoo.com

Home: 319-524-8184

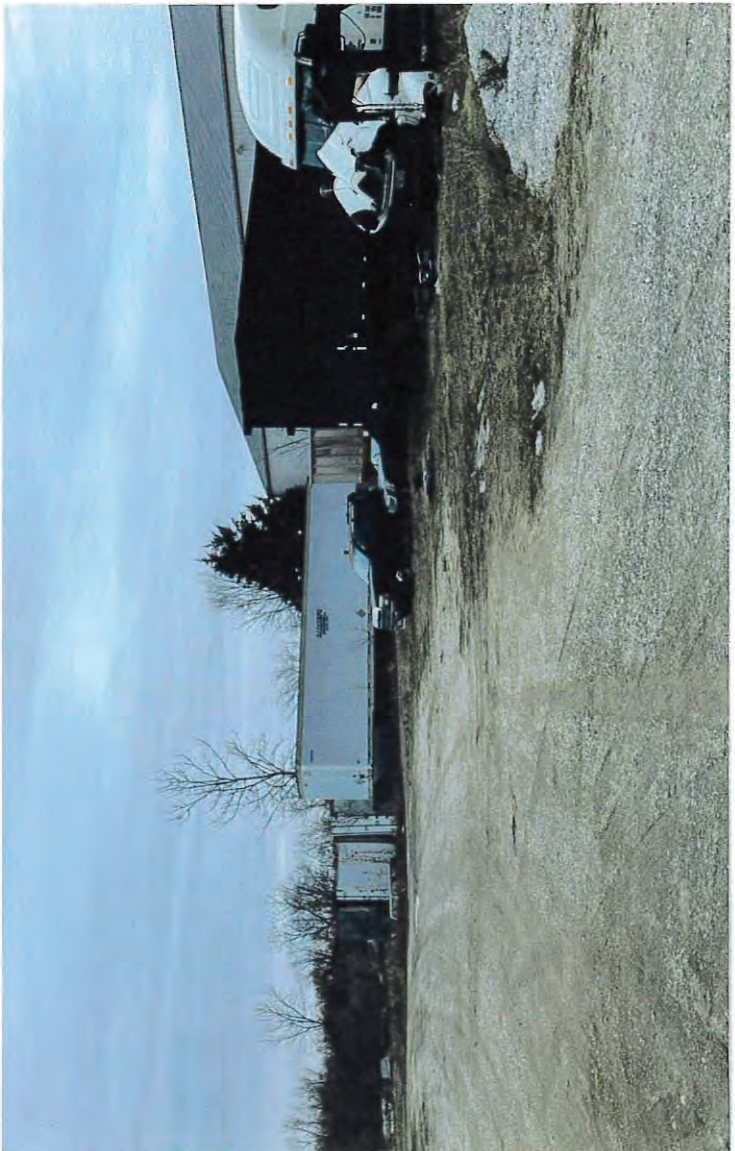
Cell: 319-670-8718

Lora Wolff

lorawolff616@gmail.com

Home: 319-524-8184

Cell: 319-670-8717









From: Mary Watson <mewatson7@yahoo.com>
Sent: Tuesday, January 20, 2026 12:17 PM
To: Pam Broomhall <PBroomhall@cityofkeokuk.org>
Subject: Rairden Rezoning

Pam,

I am writing regarding the proposed zoning change for Rairden's Auto which has been used as an auto impound for approximately eight years.

I understand and respect the importance of adhering to the city's long-range plan; however, I believe this situation warrants special consideration based on the facts. The property owner has operated this business openly and continuously for nearly a decade. During that time, both code enforcement and the police department were aware of the operation, as vehicles were regularly taken to this site. Because the use was not cited or enforced, the owner reasonably relied on the city's inaction and continued to invest in and operate the business.

Given that you were unaware of the violation, this appears to be a failure of enforcement rather than intentional disregard of zoning regulations by the property owner. As a result, requiring the business to shut down or relocate now would impose significant financial hardship on an owner who acted in good faith based on the city's apparent acceptance of the use.

Additionally, the property's location on the edge of town makes future commercial development unlikely. The current use has been established, functions without apparent conflict, and is more consistent with surrounding conditions than with the city's long-range commercial vision for the area. In this case, changing the zoning to heavy industrial would formalize an existing use rather than disrupt a realistic commercial development opportunity.

I believe approving the zoning change with stipulations is a fair and practical solution that balances enforcement realities, property owner reliance, and the actual development potential of the area. It would allow the city to correct a long-standing oversight while avoiding undue harm to a local business.

I am just asking that you reconsider.

Mary

From: Pam Broomhall
Sent: Wednesday, January 21, 2026 11:21 AM
To: 'Mary Watson' <mewatson7@yahoo.com>
Subject: RE: Rairden Rezoning

Mary,

I understand your concerns, and they will be included in the City Council's packet. Please understand that while I do not agree with the Planning Commission's recommendations, I am required to submit those recommendations to the City Council as part of the process.

A conditional zoning agreement, as recommended by the Planning Commission, will be prepared for Mr. Rairden's signature. This agreement is required prior to the public hearing.

The City Council has already received the minutes from that meeting; however, they will be included again in the public hearing materials.

The public hearing is scheduled for February 5, and the rezoning ordinance will be on the agenda for February 19. At that meeting, the City Council will vote to either approve or deny the rezoning request. If the Council approves the rezoning, Rairden's will still be required to obtain approval from the Board of Adjustment for the proposed use, which could still be denied at that stage.

I truly appreciate your participation, as well as that of all Planning Commission members, and I hope this does not create any discord between us.

Sincerely,

Pam Broomhall
Community Development Director
319-524-2050, Ext 2209
501 Main Street
Keokuk, IA 52632
pbroomhall@cityofkeokuk.org



Development Focus Areas



Highway 61 Corridor Focus Area

LEGEND

Existing Assets

Employers

- A. Keokuk Steel Castings
- B. Allied Blending & Ingredients
- C. Griffin Wheel
- D. ADM Milling Company
- E. Roquette America, Inc.
- F. Kindustry Park (includes several trucking/shipping businesses)

Other

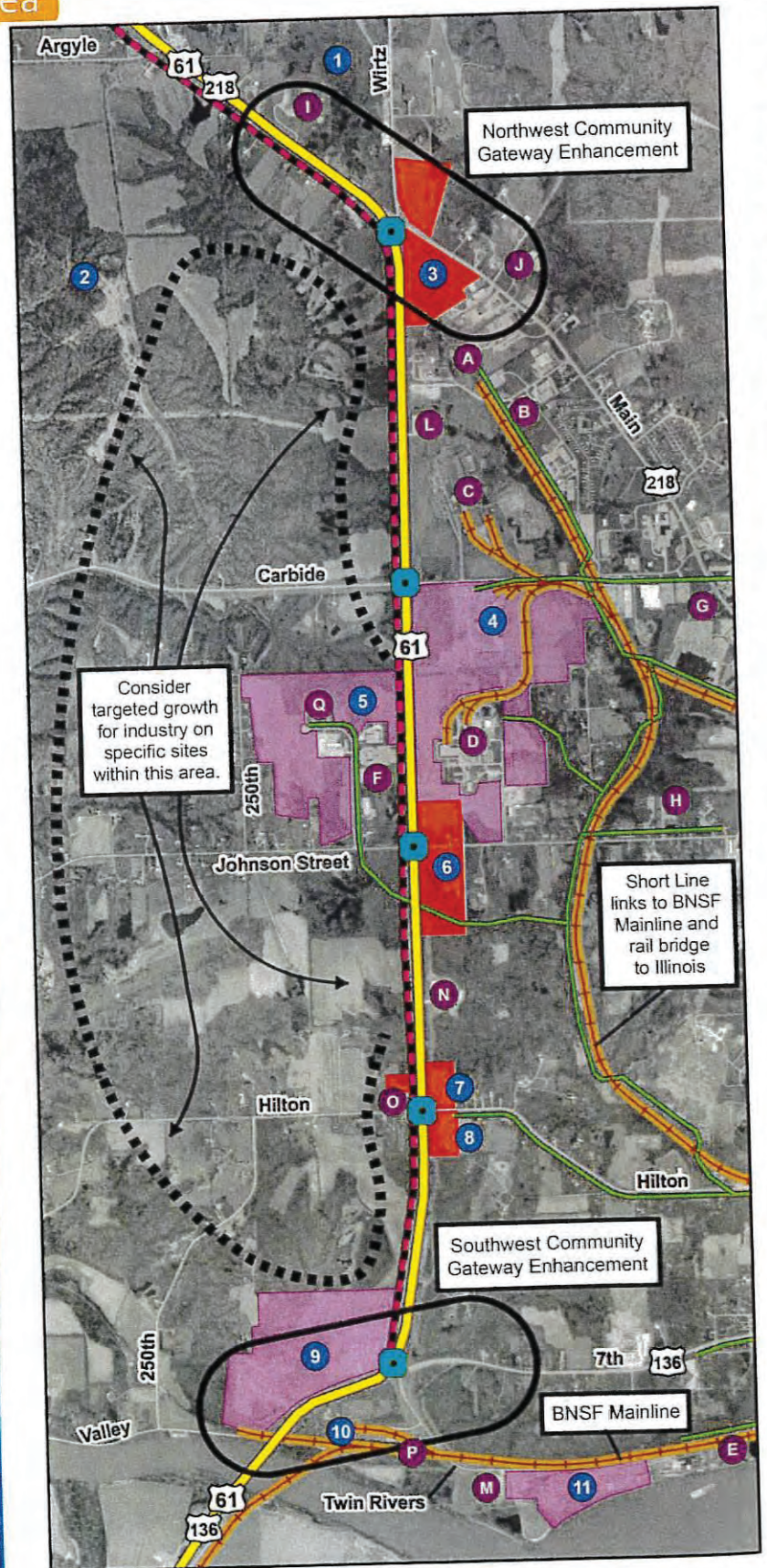
- G. Existing regional retail and restaurant cluster
- H. Existing multi-family housing cluster
- I. Joyce Park
- J. McCredie Park
- L. ITC Highway 61 Substation
- M. ITC Twin Rivers Substation
- N. Alliant Energy Substation
- O. Liberty Utilities Office
- P. KJRY rail yard and BNSF mainline linkage
- Q. Lee County Economic Development Group

Existing Railroads
 Existing High Speed Fiber Cable
 Existing Sewer Line

Development Opportunities

1. Joyce Park expansion - soccer, saddle club
2. DuPont Powder Works - tourist-accessible historic site (road extension necessary)
3. Highway 218 gateway commercial node
4. Elkem Carbide brownfield redevelopment
5. Full build-out of Kindustry Park
6. Travel-oriented commercial node - Johnson Street Road
7. Travel-oriented commercial node - Hilton Road
8. Signage, mural or artwork for National Cemetery
9. Large industrial site opportunity
10. Expansion of rail storage yard and possible intermodal transfer and warehouse facility
11. Ferro-Sil site redevelopment

Industrial Development Opportunity
 Commercial Development Opportunity
 Highway Intersection Improvement



Development Focus Areas



Highway 61 Corridor Focus Area

Initially opened to traffic in 1959, the 3.3-mile Highway 61 bypass serves as a valuable transportation artery for the Keokuk and the Tri-State area. With a multitude of industries – large and small – all positioned close to this corridor, this highway is a major economic asset for the community. However, nearly six decades after it was built, it remains a simple two-lane roadway, with basic 4-way intersections at either end. It also largely maintains the feel of a 'rural' roadway, with a substantial amount of farmland and open space around it. It is obvious that the full economic potential of this corridor has not yet been realized, but plenty of opportunities exist for it to finally do so in the coming decades.



The success of this future vision depends on critical roadway upgrades, to improve traffic flow and safety. Ideally, the 61 corridor would be upgraded from two to four lanes, from the north side of Keokuk to Wayland, Missouri. Alternatively, it could be converted to 'Super Two' roadway, with improvements that reduce conflict at intersections, such as dedicated left and right turn lanes separated from the main travel lane. Roundabouts or grade-separate interchanges would also be options for upgrading existing intersections. The north and south termini of the bypass are especially in need of such improvements, considering the high traffic volume coming from multiple directions.

Several sites along the 61 corridor are available for industrial development, including two notable brownfield sites (Elkem Carbide and Keokuk Ferro-Sil). In addition, the intersections with Main Street, Johnson Street Road, and Hilton Road present ideal opportunities for travel-oriented commercial development, which until now has been entirely absent along the bypass.

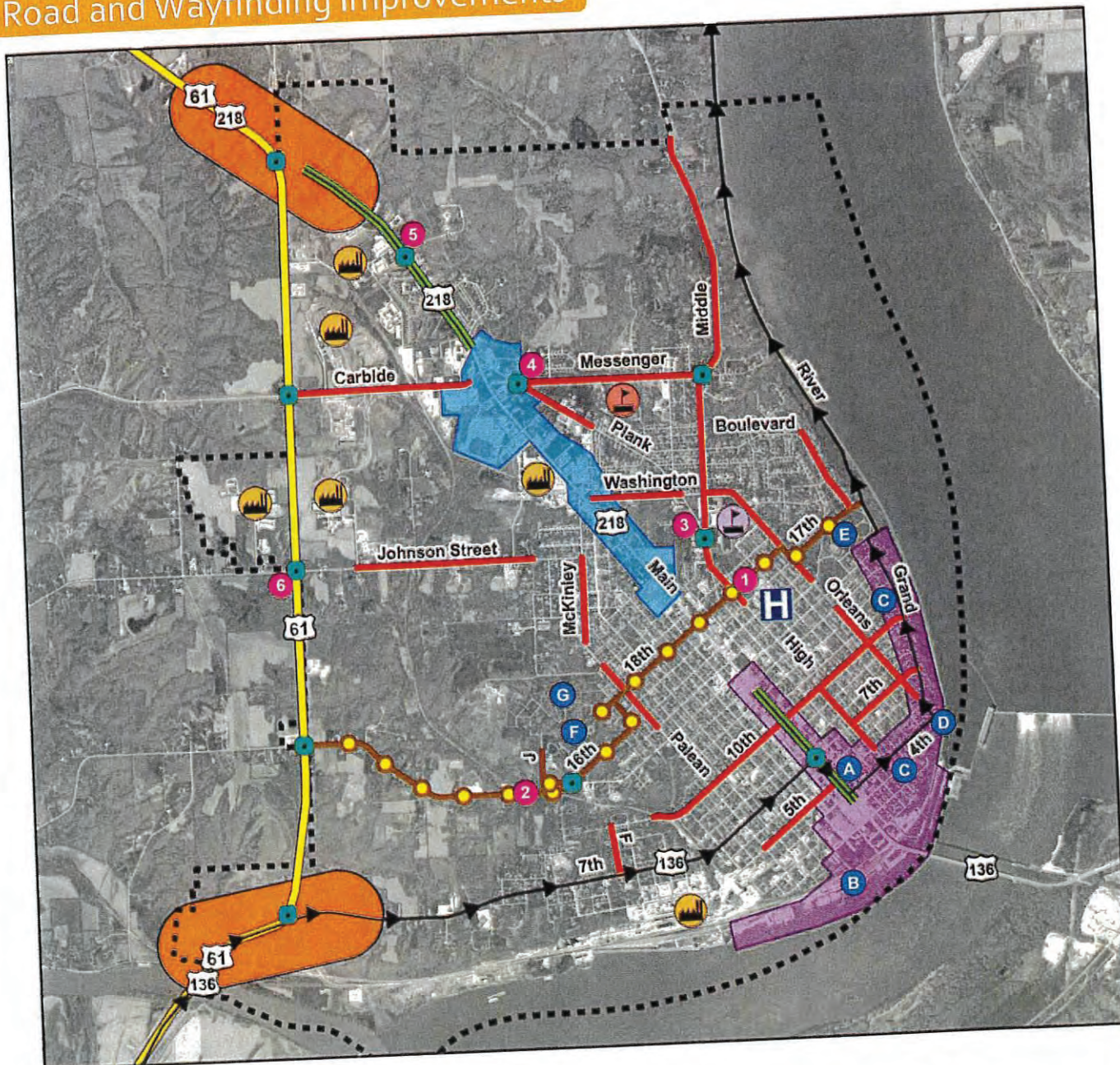


Finally, in order to facilitate local linkages to this enhanced highway corridor, it is essential to improve the aesthetics of the two strategic 'Community Gateways'. Also, the Hilton Road connection to the Keokuk National Cemetery should be delineated more clearly to traveling motorists.

Development Focus Areas



Road and Wayfinding Improvements



Legend

- Tourist focal points
- A. Downtown Core - shops, mall, hotel
- B. South Riverfront Corridor
- C. Historic neighborhood
- D. Sutton Park scenic overlook
- E. Rand Park, Chief Keokuk statue
- F. Keokuk National Cemetery
- G. Oakland Cemetery
- ← Great River Road
- Downtown/Riverfront Core Area
- Regional Retail Corridor

- Major Industry or Industrial Park
- Southeastern Community College
- Middle & High School Complex
- Community Gateway Enhancement
- Tourist corridor - signage and aesthetic enhancement
- Corridor Beautification

- Specific Road Improvements
- 1. Route to Rand Park
- 2. Route to National Cemetery
- 3. High School 'Y' intersection
- 4. Messenger/Plank intersection
- 5. Entrance to River Hills Village
- 6. Highway 61 bypass intersections
- Intersection Improvements
- Priority Road Repairs
- - - Candidate for 3-lane conversion

APPEAL TO THE BOARD OF ADJUSTMENT X CITY COUNCIL

Zoning Appeal No. _____

DATE: November 3, 2025

APPELLANT NAME: Rairden's Towing & Transport, LLC

APPELLANT MAIL ADDRESS: 3944 So. 7th Street

I respectfully request on this date a determination be made by the Board of Adjustment X City Council on the following appeal, which was denied by the Zoning Administrator.

CHOOSE APPROPRIATE SECTION (S):

 SPECIAL USE PERMIT: As allowed in Section(s) _____

 VARIANCE: From standards contained in Section(s) _____ relating to the

 Use Area Frontage Yard Other, Explain sign larger than allowed by code

 INTERPRETATION: Of Section(s) _____

 X REZONING: From: C-2 (general commercial) & R-1 (single family) To: M-2 (heavy industrial)

REMARKS: Appellant desires to rezone 3.38 acres parcel that is zoned C-2 and approximately 15 acres currently zoned R-1 to use as a towing storage lot.

LOCATION OF AFFECTED PREMISES: 4045 Main Street

ZONING DISTRICT: R-1 & C-2

LEGAL DESCRIPTION OF AFFECTED PREMISES: See attached

ANY PREVIOUS APPEAL FILED IN CONNECTION WITH THIS PREMISES? Yes, rezoning after annexation.

APPELLANT'S INTEREST IN AFFECTED PREMISES: Owner

PLOT PLAN & ELEVATION ATTACHED? No IF NOT, EXPLAIN Sidwell map attached

I further state that if this request is granted, I will proceed with the actual construction in accordance with the plans herewith submitted within N/A days from the date of the granting of this appeal and will complete the work within N/A days from said date; and that I am able from a financial, legal and physical basis to do so.

11-10-25
DATE SIGNED


APPELLANTS SIGNATURE

CITY OF KEOKUK
501 MAIN STREET
KEOKUK

IA 52632

Description	Amount
Rearden's Auto Salvage ZONING PERMIT Resorting	250.00
CHECK # 6491	
CHK Received	250.00
Change	.00

AP 11/10/25 11:10 Rpt# 58246

Memorandum

Date: November 10, 2025
To: City Council & City Planning Commission
From: Pam Broomhall, Community Development Director
RE: Request to Rezone portion of 4045 Main Street

Rairden's Towing & Transport, LLC, 3944 So. 7th Street, purchased property located at 4045 Main Street in 2017. It appears from the records I found on this property, actually this area of town that it was annexed in 1969. When any property is annexed to the City, the zoning starts out as an R-1 (single family), It appears that rezoning occurred to properties abutting Main Street to C-2 (general commercial) sometime around 1979, some properties may have been rezoned earlier or later, but this particular area appears to be '79. The rezoning did not include the 29.72 acres, this property remained single family.

A few months ago, I received a concern that the property was being used as a vehicle salvage yard. 4045 Main consist of 33.63 acres, 3.91 is currently zoned C-2, general commercial, and 29.72 acres is zoned R-1, single family dwelling. The Keokuk Police Department and Code Enforcement Officer was aware of the vehicles being taken to this location, this was never conveyed to me, or it would have been addressed quicker.

I sent a letter on October 16, 2025 (attached) for the following violations, Storing, parking, leaving inoperable/obsolete vehicles in an R-1 and C-2 zoning District and Operating an impound storage yard within an R-1 single family & C-2 General Commercial. Section 20.56.020 Keokuk Municipal Code Use Regulations for M-2 Heavy Industrial District states the following: "A building or premises shall be used only for the following purposes."

(3) Any of the following uses, when granted a special use permit by the City of Keokuk Board of Adjustment after investigation, and after report of the city planning commission:

(b)Automobile wrecking, cars and parts, storage and sale.

Paul Rairden contacted me for further information, I emailed the attached email along with a Guide to Rezoning on October 30, 2025. I received a letter requesting an appeal and a rezoning request on November 3, 2025. I did attempt to clarify to Mr. Rairden that the appeal would be filed with the

Board of Adjustment if he felt an error was made in my interpretation of the zoning code. Mr. Rairden stated that he just wanted to put the appeal in the letter, so he was within the deadline to appeal. If the City Planning Commission feels I have made an error in my interpretation that an vehicle impound yard would not be an allowable use with a C-2 or R-1 district, I will have the Board of Adjustment review prior to the City Planning Commission making any decisions/recommendations to the City Council.

Cities in Iowa that adopt zoning are required to have a comprehensive plan and any changes to zoning regulations shall be in accordance with those regulations. The 2018 Keokuk Comprehensive Plan future land use shows the property's best use as commercial.

Rairden's Auto Salvage, 3944 So. 7th Street, were approved in 2017 and again in 2018 to expand their salvage business, although they have stated that they do not salvage at this location, junk vehicles do make an impact on the surrounding area. I have included an aerial of the expansion from 2017 to present.

Chapter 20.88 AMENDMENTS

20.88.010 Procedure.

The city council may from time to time, on its own motion or on petition, amend, supplement, change, modify or repeal by ordinance the boundaries of districts, or regulations or restrictions established in this title. Any proposed amendment, supplement, change, modification or repeal shall first be submitted to the city plan commission for its recommendation and report. If the city plan commission makes no report within thirty days, it shall be considered to have made a report approving the proposed amendment, supplement, modification or change. After the recommendations and report of the city plan commission have been filed, the city council shall before enacting any proposed amendment, supplement, change, modification or repeal, hold a public hearing in relation thereto, giving at least ten days' notice of the time and place of such hearing, by one publication in a newspaper having a general circulation in the city.

20.88.020 Rejection or protest—Vote required.

If the city plan commission recommends against or if a protest against such proposed amendment, supplement, change, modification or repeal is presented in writing to the city clerk duly signed and acknowledged by the owners of twenty percent or more, either of the area of the lots included in such proposed change or of those immediately adjacent in the rear thereof extending the depth of one lot or not to exceed two hundred feet therefrom or those directly opposite thereto, extending the depth of one lot or not to exceed two hundred feet from the street frontage of such opposite lots, such amendment,

supplement, change, modification or repeal shall not become effective except by the two-thirds vote of all the members of the city council.

Please let me know if you have any questions, or need further assistance.

Addendum A
Rairden's Towing & Transport, LLC from C.L. Rairden, L.L.C.

Part of the Northeast Quarter (NE1/4) of Section Fifteen (15) and part of the Southeast Quarter (SE1/4) of Section Ten (10) in Township Sixty-Five (65) North of Range Five (5) West of the Fifth Principal Meridian, described as follows: Beginning at the limestone marker at the North Quarter Corner of Section 15; thence East along North Line of Section 15, 196.5 feet to the center of U.S. Highway #218; thence S55°22' E, along center of said Highway 971.4 feet to the real place of beginning; thence N26°37' E, 2447 feet to a division fence; thence East along division fence 550 feet to the East Line of Section 10; thence South along the East Line of Section 10 and division fence, 912 feet; thence S23°50' W, 992 feet; thence S37°30' W, 1014 feet to the center of U.S. Highway #218; thence N48°30' W, 163.5 feet; thence along a curve whose radius is 2865 feet, a distance of 343.3 feet; thence N55°22' W, 76 feet to the place of beginning, containing 44.6 acres, being 32 acres in the Southeast Quarter of Section 10 and 12.6 acres in the Northeast Quarter of Section 15, all in Lee County, Iowa;

Excepting therefrom: Part of the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Sixty-Five (65) North, Range Five (5) West of the Fifth Principal Meridian; commencing at the North Quarter Corner of said Section 15; thence East with Section Line, 196.5 feet to the center of U.S Highway 61 & 218; thence S55°22' E along center line of said Highway, 948.37 feet to the point of beginning; thence N27°44' E, 495.6 feet; thence S54°53' E, 197 feet; thence S4°16' W, 239 feet; thence S37°31' W, 288.8 feet to the center of Old Highway 61 & 218; thence Northwesterly along a 2865.0 radius curve concave Westerly, 144.55 feet; thence N55°22' W, along Center Line of said Highway, 99.33 feet to the point of beginning, containing 2.96 acres, more or less, City of Keokuk, Lee County, Iowa;

Excepting therefrom: Approximately 2.25 acres of ground located in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Ten (10), Township Sixty-Five (65) North, Range Five (5) West, bounded by a line beginning at a point 990 feet South of the North Line of the Southeast Quarter of Section 10 and along the East line of Section 10; thence South along the East Line of Section 10, 236 feet; thence W270°, 236 feet; thence Northwesterly 283°, 196 feet; thence N305°, 180 feet; thence Northeasterly 27°40' or along the Huston-Anderson fence line, 100 feet to a point where the Huston-Anderson fence line intersects the South Line of Charles R. McDowell's property; thence due East along the McDowell South property line 550 feet to the point of beginning, City of Keokuk, Lee County, Iowa;

And excepting therefrom: Part of the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Sixty-Five (65) North, Range Five (5) West of the Fifth Principal Meridian, City of Keokuk, Lee County, Iowa, and being more particularly described as follows: Commencing, as a point of reference, at the Northwest Corner of the Northeast Quarter of said Section 15; thence East 195.6 feet along the North Line of said Northeast Quarter to a point on the Centerline of U.S. Route #218 as now established; thence S55°55'00" E, 1047.7 feet along said Centerline to a cut "X" in concrete at P.R. Station 273+04.2; thence Southeasterly 144.55 feet on a 2865 foot radius curve concave Southwesterly and having a chord bearing and length of S54°28'15" E, 144.54 feet to the point of beginning of the following described tract of land; thence N37°09'50" E, 288.8 feet; thence N03°27'05" E, 239.0 feet to an existing iron pipe; thence N55°36'40" W, 197.13 feet; thence

N27°11'00" E, 122.41 feet; thence S49°03'00" E, 650.62 feet; thence S37°24'20" W, 568.93 feet to a point in the Centerline of said U.S. Route #218; thence N49°03'00" W, 97.64 feet along said Centerline to a cut "X" in concrete at P.C. Station 269+60.9; thence Northwesterly 198.74 feet along a 2865 foot radius curve concave Southwesterly and having a chord bearing and length of N51°01'15" W, 198.70 feet to the point of beginning, containing 5.00 acres, more or less, being inclusive of 0.40 acre, more or less, lying within the existing Highway Right Of Way Easement, and being subject to easements of record;

Also excepting therefrom: Tract "D", being a part of the Southeast Quarter (SE1/4) of Section Ten (10) and a part of the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Sixty-Five (65) North, Range Five (5) West of the Fifth Principal Meridian, Lee County, Iowa, and being more particularly described as follows: Commencing, as a point of reference, at the Northwest Corner of the Northeast Quarter of said Section 15; thence East (assumed bearing for this description) 195.6 feet along the North Line of said Northeast Quarter to a point on the Centerline of U.S. Route #218 as now established; thence S55°55'00" E, 1047.7 feet along said Centerline to a cut "X" in concrete at P.T. Station 273+04.2; thence Southeasterly 343.30 feet along a 2865 foot radius curve concave Southwesterly and having a chord bearing and length of S52°29'00" E, 343.09 feet to a cut "X" in concrete at P.C. Station 269+60.9; thence S49°03'00" E, 97.64 feet along said Centerline to the point of beginning of the following described tract of land; thence continuing S49°03'00" E, 66.02 feet; thence N37°24'20" E, 1013.97 feet along an existing property line; thence N34°40'15" E, 987.95 feet along an existing property line to a point on the East Line of the Southeast Quarter of said Section 10; thence N00°10'03" E, 683.33 feet; thence N89°49'57" W, 66.00 feet; thence S00°10'03" W, 662.84 feet; thence S34°40'15" W, 966.92 feet; thence S37°24'20" W, 1007.24 feet to the point of beginning, containing 4.03 acres, more or less, including 0.09 acre, more or less, lying within the existing public road easement, and being subject to easements of record or by prescription. Note: 1.66 acres, more or less, of the above described tract falls in the Northeast Quarter of Section 15. (4045 Main, Keokuk)

November 3, 2025

Pam Broomhall,

This letter is in response to your correspondence and subsequent phone conversation in regards to the property located at 4045 Main in the city of Keokuk.

This letter is to respectfully request an appeal on your direction to remove all vehicles from that property. This letter also serves as a request for the information needed to rezone that property so it can fall into compliance with the city zoning requirements. I did request this change of zoning information in our phone conversation, but however did not find that information in your email.

Although some of the vehicles on the property are currently licensed, insured and used as part of our business. The majority of the vehicles located on the property has been placed there as a result of a request by law enforcement. This request could have come from an accident on lack of Insurance, registration or in some cases all three. This property is not used as a Salvage yard but only as a storage facility. This property is however, critical to the needs of our business for towing and impounding of vehicles.

Your initial letter gave us a deadline of December 1st to remove all vehicles from the property, or fines up to \$6500.00 could be incurred. This is an unreasonable request and could not be physically accomplished by that date.

My hopes are to have the property rezoned and to be able to continue to use the property for years to come. Its for the following reasons that I feel the

property should be rezoned.

(A) When the property was purchased by our family, approximately 9 years ago, we were told that the property was zoned as commercial throughout the entirety of the process of the purchase, it was never discovered that the property was zoned partially residential. According to Becon-Schneider it is was all zoned as commercial.

(B) To our knowledge, this property has been used solely for commercial enterprise for the last 40 to 50 years. The property was owned by Darrell and Linda Bradley for a number of years and operated L\&B Trucking from that location. They also operated Spider Webb Antiques on that property. Since Mr. Bradley was allowed to construct a warehouse on the property with a loading dock, one would only assume the construction is in compliance with city regulations.

The property was later utilized by Brian Boyd as a Recycling Center. I know the city has had many issues with Mr. Boyd and again I assumed that if there was zoning issues with the property, it would have been discovered then and cleared up. Since being Incorporated into the city, this property has never been used as residential purposes.

(C) This piece of property was initially a ravine. Mr. Bradley developed the property for the use in his business by filling and leveling the property with foundry sand. The sand came from local factories. This "soil" is not conducive to residential construction or living. The "soil" consist of sand and pieces of metal, and can only grow sand burrs, multiflora rose and weeds. I did confirm with DNR that no contamination issues exist on the property prior to purchase.

(D) Not only was this property represented as commercial property at the time of purchase, but we have been taxed for the last 9 years as a piece of commercial property.

(E) Businesses have been operating on this property for 40 to 50 years prior to our purchase. We have been there 9 years and at no time did anyone

discover that this property was residential. Code enforcement officer Barnes has even been on the property on separate occasions and never mentioned that

this property has not been zoned correctly.

(F) The property and its contents are far from the city's view. Vehicles on the property can only be viewed from the privately owned roadway.

(G) Tow yards are necessary entity utilized by Law Enforcement. These vehicles will always be required to be secured. This is assurance that the vehicles without registration, license or insurance are not littering the streets, ally's or yards in the City of Keokuk.

With that all being said, I would prefer to work with the City to resolve this issue. We had no knowledge that a portion of the property was zoned as residential.

I request that we try to rezone the property for continual use in our Business. I do request, however, the opportunity to have the property re-surveyed (at our expense) to divide the property at the ravine that still exists on the property. I request that the back piece of the property could continue as residential

property, while the front is rezoned appropriate for the city.

I again respectfully submit this request and await your response.

A handwritten signature in black ink, appearing to read "Paul Rairden", written in a cursive style.

Paul Rairden

Pam Broomhall

From: Pam Broomhall
Sent: Thursday, October 30, 2025 2:04 PM
To: 'rairdensalvage@gmail.com'
Subject: 4045 Main Street
Attachments: City of Keokuk Citizens guide to the rezoning updated.pdf

Paul,

As I explained in our phone conversation, cities in Iowa that adopt zoning are required to have a comprehensive plan and any changes to zoning regulations shall be in accordance with those regulations. If a property is zoned R-2 (residential) and the comprehensive plan future land use shows the property's best use as commercial, the property can legally be zoned to a commercial use (still must go through public meetings and council approval, etc.), otherwise the council would need to review and make amendments to the comprehensive plan. There are two parcels that make up 4045 Main, the 3.38 acre parcel is zoned C-2, General Commercial, the remaining 29.72 acres is zoned R-1, single family residential.

As stated in the letter sent to you may appeal to the Board of Adjustment as specified in Section 20.76.030 regarding violation determination stated herein by submitting a written appeal request to me (see staff contact) within 15 days of the date stated in this Notice. The 15 days will be Friday October 31, I am out of the office tomorrow and Monday, so you can submit through Tuesday, November 4, 2025.

Chapter 20.88 of the Keokuk Municipal Code spells out the procedure to amend, supplement, change modify or repeal boundaries of districts (zoning districts), or regulations (land uses), etc. You may submit a petition to the City Planning Commission. The Planning Commission will review and make a recommendation to the City Council.

I did some research on this property; it was annexed in 1969. All properties that are annexed start out being R-1, single family and can be rezoned at any time thereafter. I believe rezoning occurred in 1979, which was the properties along Main and the 3.38 acres, these were zoned C-2, General Commercial, the remaining 29.72-acre parcel was left as single family zoning district.

Chapter 20.88 of the Keokuk Municipal Code spells out the procedure to amend, supplement, change modify or repeal boundaries of districts (zoning districts), or regulations (land uses), etc.

Chapter 20.88 AMENDMENTS

Sections:

20.88.010 Procedure.

The city council may from time to time, on its own motion or on petition, amend, supplement, change, modify or repeal by ordinance the boundaries of districts, or regulations or restrictions established in this title. Any proposed amendment, supplement, change, modification or repeal shall first be submitted to the city plan commission for its recommendation and report. If the city plan commission makes no report within thirty days, it shall be considered to have made a report approving the proposed amendment, supplement, modification or change. After the recommendations and report of the city plan commission have been filed, the city council shall before enacting any proposed amendment, supplement, change, modification or repeal, hold a public

hearing in relation thereto, giving at least ten days' notice of the time and place of such hearing, by one publication in a newspaper having a general circulation in the city.

(Ord. 1411 § 1, 1985)

20.88.020 Rejection or protest—Vote required.

If the city plan commission recommends against or if a protest against such proposed amendment, supplement, change, modification or repeal is presented in writing to the city clerk duly signed and acknowledged by the owners of twenty percent or more, either of the area of the lots included in such proposed change or of those immediately adjacent in the rear thereof extending the depth of one lot or not to exceed two hundred feet therefrom or those directly opposite thereto, extending the depth of one lot or not to exceed two hundred feet from the street frontage of such opposite lots, such amendment, supplement, change, modification or repeal shall not become effective except by the two-thirds vote of all the members of the city council.

Please let me know if you have any questions, if you would like you can call and make an appointment to go over this further.

Thank you,

Pam Broomhall

Zoning is the tool by which local government can control urban form by specifying the building use, size, and placement on a property. A rezoning is a process that changes the zoning of a property or group of properties. The City Council makes land-use and zoning decisions for Keokuk after receiving a recommendation from the Planning and Zoning Commission.

What happens in the rezoning process?

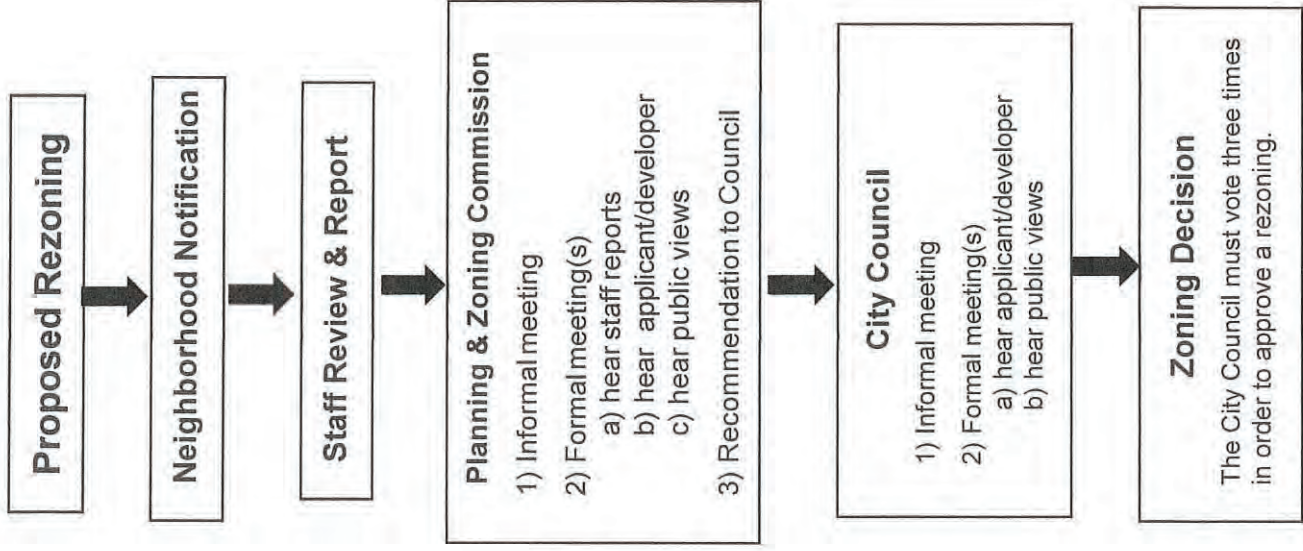
A change in zoning will typically affect the density, intensity, or permitted use of a property. The City's Comprehensive Plan, compatibility with surrounding zones, and adequacy of city infrastructure and services are all factors considered in determining if a rezoning is appropriate.

Public input is important in this process, so with any request for a rezoning, the public is notified by a number of means. When a rezoning application has been submitted, City staff sends notification by letter to all the owners of property located within two hundred (200) feet of the boundaries of the proposed rezoning site. This notice includes information about the request, a City staff contact (name, phone, and email), and the date and location of the Planning and Zoning Commission meeting. A sign is also posted on the property advising the public that a rezoning has been applied for.

Planning and Zoning Commission

The Planning and Zoning Commission reviews applications and staff evaluation/recommendations for rezoning, street vacations, annexations, and subdivision development; hears opinions from both the general public and property owners affected; and makes recommendations to the City Council. In addition, the Commission makes recommendations on Comprehensive Plan amendments and District Plans. The formal

The Zoning Process



Planning and Zoning meetings are held on the fourth Monday of each month at 4:30 p.m. at City Hall, (Council Chambers)

City Council

The City Council makes final decisions on applications for rezoning, street vacations, annexations, and subdivision development, and the adoption of planning documents. Before making that decision, however, the Council reviews the recommendation from the Planning and Zoning Commission and holds a public hearing to hear opinions from both the general public and property owners affected.

The City Council meetings are typically held on the first and third Thursdays of each month at 5:30 p.m. at Keokuk City Hall, 501 Main Street, Council Chambers.

How can I participate in the process?

Public input is important in order for the Planning and Zoning Commission and the City Council to completely understand the issues related to a rezoning request. You can provide comments orally (in person at the formal meetings) or in writing.

Written comments for the Planning and Zoning Commission should be received by the Planning Department no later than Monday, seven days prior to the commission meeting to ensure that they are included in the packet of information. Comments may be emailed to pbroomhall@cityofkeokuk.org or mailed to City Planning, 501 Main Street, Keokuk, IA 52632.

Written correspondence for the City Council must be received by the City Clerk's office by the Wednesday prior to the formal meeting in order to be included in the council packet. Correspondence may be mailed to City Council, C/O City Clerk, 501 Main Street, Keokuk, IA 52632

All correspondence submitted after the deadlines listed above will be hand-distributed to the Commission or Council.

Protest of Rezoning

Under Iowa law, if the owners of 20 percent or more of the area located within 200 feet of the proposed rezoning oppose it, the zone change may only occur with a ¾ vote (7 out of the 9 members) by City Council. It is necessary to submit a written protest to the City Clerk **no later than the closing of the public hearing before the City Council.**

Petitions should include:

- Notarized signatures and addresses of the protesting property owners.
- Specific objections to the proposed rezoning may be attached to the petition in a separate letter.

Who can sign the petition?

- Property owners within 200 feet of the subject property (the Department of Planning and Community Development can assist if needed).
- Other concerned citizens can sign a petition, but their names should be submitted separately.

How is the petition filed?

- The petition must be filed with the City Clerk no later than the Wednesday before the public hearing for inclusion in the City Council packet, or the petition may be presented at the hearing itself.

A Citizen's Guide to the Rezoning Process



Understanding and Participating in the Process

City of Keokuk
Planning & Community Development
319-524-2050 Ext. 2209

4045 Main
aerial photo
2025



4045 Main
Aerial View 2019





Reinden's Auto Salvage - 3944 S. 7th
2014



Rairdens Auto Salvage - 3944 S. 7th
2025

CITY PLANNING COMMISSION AGENDA

Monday, November 17, 2025 - 4:30 p.m.
City Council Chambers
501 Main Street

1. Approval of Minutes of May 27, 2025
2. Nomination and Election of Officers
3. Johnathan Morris, 1727 Hilton Road, Keokuk, IA 52632 has requested 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 20th Street and Hickory Street in Hawkeye addition.
4. Rairden's Towing & Transport, LLC, 3944 South 7th Street, Keokuk, IA 52632 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.
5. Other Business

Investigating sub-committee:

No investigating sub-committee necessary

CITY OF KEOKUK, IOWA;

CITY PLANNING COMMISSION

The Keokuk City Planning Commission will hold a Public Meeting in the City Council Chambers at 501 Main Street at 4:30 p.m. on Monday, November 17, 2025. The meeting will be to consider the following item(s):

STREET/ALLEY VACATION – John Morris has requested 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 20th Street and Hickory Street in Hawkeye addition.

REZONING – Rairden’s Towing & Transport, LLC have 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.

Persons seeking more information about the request may review the application at City Hall, 501 Main Street, during workdays from 8:00 AM to 4:30 PM. Anyone wishing to comment on this request should attend this hearing or submit written comments to the City of Keokuk, Zoning Administrator, 501 Main Street, Keokuk, IA 52632 or e-mail pbroomhall@cityofkeokuk.org.

November 10, 2025

RE: Notice of Public Hearing

Dear Property Owner:

You are hereby notified that Rairden's Towing & Transport, LLC has requested rezoning 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.

Per established procedures, notification of the hearing is sent to property owners within 200' of the subject property. If you have questions, concerns, or would like to provide input, please attend the City Planning Commission meeting on Monday, November 17, 2025 at 4:30 p.m. or provide a written statement to this office prior to the meeting date. The Planning Commission will review and make a recommendation to the City Council. The meeting will be held at City Hall, 501 Main Street, in the City Council Chambers.

If you have any questions, please feel free to phone me at 319-524-2050 ext. 2209.

Thank you,



Pam Broomhall
Community Development Director
City of Keokuk

Derr, Bruce Michael/ Melissa Colleen (DED)
4057 Main
Keokuk, IA 52632

Hannah Marie Farms, LLC (CON)
ATTN: MATTHEW ENGLUND
3582 258TH AVE
KEOKUK, IA 52632

Hempen Mobile Wash Industrial Services C
3324 Argyle Rd
Argyle, IA 52619

Johnson, Ian Laird/Kris Mary (DED)
823 N 14th
Keokuk, IA 52632

Keokuk Little League, Inc (DED)
P.O.Box 1413
Keokuk, IA 52632-

Kettering, James B/Joann (DED)
2585 357th Street
Keokuk, IA 52632-

Meyers, Michael J/Debra (DED)
4129 Main
Keokuk, IA 52632-

Midwest Chipping, Inc (DED)
3632 Iowa Rd
Keokuk, IA 52632-

Rairden's Towing & Transport, LLC (DED)
3944 S 7TH ST
KEOKUK, IA 52632

PROOF OF PUBLICATION

STATE OF IOWA)
)SS
LEE COUNTY)

I, Rebecca Jones, being first duly sworn on oath, do depose and say, that I am a representative of the Daily Gate City Company, a corporation, which is the publisher of The Daily Gate City, and that I am authorized to make this affidavit; that Daily Gate City is a newspaper published and printed by the Daily Gate City Company, in the City of Keokuk, Lee County, Iowa, and has a circulation in said City and County; that the notice, a true copy of which is hereto affixed, was published in The Daily Gate City One Two Three Four Five Six Seven times(s), and upon the following days, to-wit:

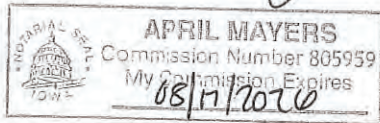
- 11/12 2025
- _____ 2025
- _____ 2025
- _____ 2025
- _____ 2025
- _____ 2025
- _____ 2025

Subscribed and sworn to before me

By Rebecca Jones

this 12 day of November 2025.

April Mayers
Notary Public in and for said County



Printer's Fee \$ 24.26

Public Notice	Public Notice
CITY OF KEOKUK, IOWA; CITY PLANNING COMMISSION The Keokuk City Planning Commission will hold a Public Meeting in the City Council Chambers at 501 Main Street at 4:30 p.m. on Monday, November 17, 2025. The meeting will be to consider the following item(s): STREET/ALLEY VACATION - John Morris has requested 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 20th Street and Hickory Street in Hawkeye addition. REZONING - Rairden's Towing & Transport, LLC have 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. Persons seeking more information about the request may review the application at City Hall, 501 Main Street, during workdays from 8:00 AM to 4:30 PM. Anyone wishing to comment on this request should attend this hearing or submit written comments to the City of Keokuk, Zoning Administrator, 501 Main Street, Keokuk, IA 52632 or e-mail pbroom-hall@cityofkeokuk.org. Published in Daily Gate City on November 12, 2025	

VISITORS

Please sign visitor's sheet before being seated. Thank you!

Paul Rairden

James B. Katt

Harry Blackenbury & Kathie Kelly

Shari Engel

Todd A. Masell

Matthew Maery

Mike Maery

Jan Morris

Dorothy Sackey

Eric Reid

Carla Bar

William W. Bonar

CITY PLANNING COMMISSION

DATE: November 17, 2025
 PLACE: Keokuk City Council Chambers
 TIME: 4:30 p.m.

	PHONE	YES	NO
SUE DICKSON	319-520-5234	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CHANCE NYE	319-795-5381	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LARRY WALLINGFORD	319-470-1211	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TOM BRYANT	319-795-4781	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MARY WATSON	524-4110 319-520-7277	<input checked="" type="checkbox"/>	<input type="checkbox"/>
KRISTAL KING	319-795-1491 or <u>526-0231</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
LISA CELANIA	720-272-1422	<input checked="" type="checkbox"/>	<input type="checkbox"/>
JOE MICKUNAS	515-661-0103	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agenda Mailed:

Minutes Mailed:

- Members & Committee
- Mayor
- Media
- Post
- Amy
- City Council
- City Clerk
- Appellants
- Fire Chief

- City Council
- Public Works
- Appellants

UNDERLINE IS WORK PHONE NUMBER

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 20th 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 4th. 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 24th or 25th Street.

Nye asked if there could be a land swap to make everyone happy. Morris said he was retracting the request for 25th 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 24th or 25th 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 20th Street, 25th 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 7th 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 7th Street.

Jim Kettering, 2585 357th 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. Celania 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 1st 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



COUNCIL ACTION FORM

Date: February 5, 2026

Presented By: Tom Wills

Subject: Contract with Askew Scientific Consulting LLC Agenda Item: 9

Description:

Enter into a contract with Askew Scientific Consulting LLC to update the following documents: the Enforcement Response Plan; Capacity, Management, Operations, and Maintenance (CMOM); and Local Limits. All three are required to be updated by EPA in order to complete our first flush study Quality Assurance Project Plan (QAPP) as part as the sewer separation as required in the Administrative Order dated 12-30-2010. The Cost would be \$17,500

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 610-815-6490 Title: Professional Fee's

Amount Budgeted: _____

Actual Cost: \$17,500

Under/Over: _____

Funding Sources:

610-815-6490: _____

Departments:

Water Resource Recovery Facility

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

RESOLUTION NO.

**A RESOLUTION AUTHORIZING ASKEW SCIENTIFIC CONSULTING LLC
CONTRACT**

WHEREAS, they City enters a contract with Askew Scientific Consulting LLC as follows:

Askew Scientific performs updates on the city Enforcement Response Plan, Capacity, Management, Operations and Maintenance (CMOM), and lastly the local limits.

WHEREAS, the documents must be updated as part of the first flush study Quality Assurance Project Plan (QAPP) as part of the sewer separation required by the EPA administrative order CWA-07-2008-0053

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract with Askew Scientific Consulting LCC of Muscatine, IA be approved/granted/awarded from City, Department Water Resource Recovery Facility, Askew Scientific Consulting LLC Dated-1/5/2026 subject contract for services-sent from Askew Scientific Consulting LLC

PASSED, APPROVED, AND ADOPTED this the 5th day of February 2026.

Mayor – M. Smidt

Attest – Celeste El Anfaoui

City of Keokuk-Askew Scientific Services

This Agreement is entered into as of the 5th day of ~~February~~January, 2026, between Askew Scientific Consulting LLC (The "Consultant") and City of Keokuk ("The Client")

1. **Duties and Compensation.** The Consultant's assigned duties and compensation and provisions for payment thereof shall be as set forth in the attached Schedule A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Consultant and agreed to by the Client, and which collectively are hereby incorporated by reference.
2. **Expenses.** During the term of this Agreement, the Consultant shall bill and the Client shall reimburse Consultant for:
 - a. Set contract service on an approved cost sum to be paid on a monthly billing until all of the approved sum has been reached or by an early termination of this contract.
 - b. All reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder on:
 - i. A cost-plus basis for that exceeds the approved cost sum.
 - ii. Travel Expenses including: Travel Time, Lodging and Meals.
 - iii. Material needed to complete the projects.
 - iv. Additional services requested by the client.
3. **Term and Termination.** This Agreement shall remain in effect 36 months from date of signature by the Client or until terminated. Either party may terminate this Agreement at any time by thirty (30) calendar days' written notice.
4. **Confidentiality.** The Consultant acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Client and/or used by the Client in connection with the operation of its business including, without limitation, the Client's business and product processes, methods, customer lists, accounts and procedures. The Consultant agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Client. All files, raw data, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Client, whether prepared by the Consultant or otherwise coming into its possession, shall remain the exclusive property of the Client. The Consultant shall not retain any copies of the foregoing without the Client's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Client, the Consultant shall immediately deliver to the Client

all such files, records, documents, specifications, information, and other items in its possession or under its control. The Consultant further agrees that it will not disclose its retention as an independent Consultant or the terms of this Agreement to any person without the prior written consent of the Client and shall at all times preserve the confidential nature of its relationship to the Client and of the services hereunder.

5. **Representations and Warranties.** Consultant shall provide independent consulting, opinion, objective assessment and information based on observation and experience. Consultant shall perform these services to the reasonable best of its capabilities and as would be expected by a consultant performing these or similar services in this professional field. Consultant makes no other representation or warranty of any kind, express or implied.
6. **Limitation of Liability.** Consultant, its employees officers, agents, subcontractors and successors liability for any and all causes of action arising hereunder whether based in contract, tort, warranty, negligence or otherwise shall be the limits as provided in Schedule A. Consultant will not be liable to Client for special, incidental, consequential or punitive losses or damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, or the cost of capital. Consultant will have no liability to Client for nonperformance caused in whole or in part by causes beyond Consultant's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest, war, labor unrest/strikes, power/equipment failures, analytical method limitations, matrix interferences, acts of authorities, and failures of subcontractors or vendors that could not be reasonably anticipated.
7. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Consultant under this Agreement and the rights and privileges granted to the Client under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Consultant of any of the provisions of this Agreement will cause the Client irreparable injury and damage. The Consultant expressly agrees that the Client shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Consultant. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Client may have for damages or otherwise. The various rights and remedies of the Client under this Agreement or otherwise shall be construed to be cumulative, and not one of them shall be exclusive of any other or of any right or remedy allowed by law.
8. **Merger.** This Agreement shall not be terminated by the merger or consolidation of the Client into or with any other entity.
9. **Independent Consultant.** This Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the Client for any purpose. The Consultant is and will remain an independent Consultant in its relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Client hereunder or otherwise

for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10. **Non-Solicitation of Employees.** During the term of this agreement and for a period of twelve (12) months thereafter, Client agrees not to solicit, recruit, or employ any employee of Consultant. Consultant hereby agrees that it will not solicit, hire, or retain, in any capacity whatsoever any of Client's employees without written consent from Client.
11. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
12. **Choice of Law.** The laws of the state of Iowa shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
13. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
14. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
15. **Assignment.** The Consultant shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the Client.
16. **Error or Deficiencies.** The Consultant shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Consultant is responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Consultant could not have reasonably ascertained during the Project design, such as hidden or latent defects or unforeseen conditions in the existing facilities.
17. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

<i>If to the Client :</i>	<i>If to the Consultant:</i>
	Dr. Edward Askew
	Askew Scientific Consulting LLC
	2952 155 th Street
	Muscatine, Iowa 52761
	Business cell 563-554-9450
	Fax 866 652 5633
	Email: efaskew@hotmail.com

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above

18. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
19. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
20. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
21. **Indemnification of Consultant:** Client shall indemnify, defend and hold Consultant harmless from and against any and all third party claims, liability, suits, losses, damages and judgments, joint or several, and shall pay all reasonable costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, that Consultant incurs as a result of having performed services on behalf of the Client; provided, however, that such indemnification and payment obligations shall not apply in the case of Consultant's willful malfeasance, negligence or breach of any of the representations, warranties or obligations under this Invoice.

WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Askew Scientific Consulting LLC

City of Keokuk

By:

By: _____

Dr. Edward F. Askew

Name (Print) _____

President and Owner

Title: _____

Schedule A

Askew Scientific and City of Keokuk Statement of Work

Work to be performed under agreed contract between Askew Scientific Consulting LLC (Consultant) and the City of Keokuk (City). Consultant responsibilities are detailed in Table 1 below. This statement of work is a summary of the proposed project Consultant hours and will be adjusted as needed for equipment purchase or rental.

The City shall provide all equipment, expendable supplies and technical support necessary to complete the project. Such equipment, expendable suppliers and technical support shall be provided at no charge.

Primary consultant shall be Dr. Edward Askew. Dr. Edward Askew shall report directly to the designated City representative and to any other party designated by the City in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the City and agreed to by the Consultant.

COMPENSATION: The Consultant shall provide consulting services to the City.

Consulting Hours shall be defined as follows:

“Regular” consulting hours shall consist of any time Consultant works for City on-site or off-site during regular business hours. Regular business hours are defined as 8:00 AM to 5:00 PM Monday through Friday excluding national holidays. All Regular consulting hours will be provided at a rate of one hundred dollars (\$100.00) per hour rounded to the nearest hour.

The City shall pay Consultant the Consultant’s actual costs of travel and lodging. Time spent traveling to shall be billed as regular consulting hours.

The Consultant will issue an itemized invoice for time and expenses on a monthly basis. Payment is due within 30 days of billing. A finance charge of 3% per month will be added after 30 days. Costs of collection including reasonable attorney’s fees shall be borne by the City. Consultant reserves the right to suspend service to the City if unpaid invoices exceed the net 30 day terms. Consultant also reserves the right to withhold any work product including reports, raw data, certificates and letters or reliance until invoices are paid in full.

Table 1: City of Keokuk Pretreatment, NPDES and CSO Projects

Task	Description	Asked Scientific Approved Cost Hours	Approved Cost Sum (Expenses:2.a)
Update Enforcement Response Plan for the Pretreatment Program	<ul style="list-style-type: none"> Meets IDNR and EPA requirements. 	35	\$3,5000
Update CMOM for the Pretreatment Program and CSO First Flush Study	<ul style="list-style-type: none"> Meets IDNR and EPA requirements. 	60	\$6,000
Update Local Limits for NPDES Permit	<ul style="list-style-type: none"> Meets IDNR and EPA requirements. 	80	\$8,000
Total			\$17,500



COUNCIL ACTION FORM

Date: February 5, 2026

Presented By: Brian Carroll, PWD

Subject: Oakland Cemetery Fees Adjustment Agenda Item: 10

Description:

Oakland Cemetery operates as a historic municipal cemetery providing burial services, lot sales, and related amenities. Periodic review of fees is necessary to ensure cost recovery, maintenance of historic grounds, and continued delivery of high-quality services. The proposed rate adjustments reflect cost increases, market comparison, operational needs and have been reviewed by staff.

The proposed fees marked Exhibit A and hereto attached are consistent with Section 11.04.100 of the Municipal Code, which authorizes City Council to establish and revise cemetery fees by resolution.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Cemetery _____

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

RESOLUTION NO.

A RESOLUTION APPROVING NEW RATES AND FEES FOR SERVICES AND INTERMENTS AT OAKLAND CEMETERY

WHEREAS, Oakland Cemetery is a municipally owned and operated cemetery that provides burial services, lot sales, interments, and related services to the public; and

WHEREAS, the city council is authorized under Section 11.04.100 of the Municipal Code to establish and revise cemetery rates and fees by resolution; and

WHEREAS, periodic review and adjustment of cemetery rates is necessary to ensure fiscal sustainability, cost recovery, proper maintenance of cemetery grounds, and preservation of the historic character of Oakland Cemetery; and

WHEREAS, staff has conducted an analysis of operational costs, market comparisons, and service demands and has recommended revisions to the existing fee structure.

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the proposed rates and fees set forth in **Exhibit A**, attached hereto and incorporated by reference in connection with the operation of Oakland Cemetery of the City of Keokuk be approved.

Passed this 5th day of February 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui

Exhibit A

OAKLAND CEMETERY FEES

FOR PURCHASE

Single Plot - Full Size		\$525.00
Filing Fee for State of Iowa		\$10.00

OPENING/CLOSING

Urn Vault Opening	Monday-Friday	\$550.00
Cremation Opening	Monday-Friday	\$400.00
Child/Infant Opening	Monday-Friday	\$250.00
Urn Vault Opening	Saturday	\$900.00
Cremation Opening	Saturday	\$650.00
Child/Infant Opening	Saturday	\$450.00
Urn Vault Opening	*Holiday	\$1,100.00
Cremation Opening	*Holiday	\$850.00
Child/Infant Opening	*Holiday	\$650.00

*Holiday burials are only by special permission from the Cemetery Manager

OTHER FEES

Winter fee - Urn Vault	Dec 1 - April 1	\$100.00
*After Hours Fee	Per Person/Per Hour	\$150.00
Reissue Deed/Certificate or Interment Rights		\$10.00

*After Hours Fees applies to any service(s) after noon, weekends or holidays



COUNCIL ACTION FORM

Date: February 5, 2026

Presented By: B. Carroll, Public Works Director

Subject: Authorize The Filing of a STBG Application Agenda Item: 11

Description:

The Palean Street Reconstruction Project is consistent with the City's adopted planning documents. The 2018 Comprehensive Plan, under Chapter 5: Resilient Infrastructure, establishes Goal 1 to ensure Keokuk maintains an efficient, quality street network, with objectives to reconstruct or resurface deficient and deteriorated street segments while managing impacts to the City's budget. In addition, Palean Street was presented to the City Council as part of a street repair plan during a workshop on February 15, 2024, and was subsequently incorporated into the City's street improvement plan through 2031.

The Surface Transportation Block Grant (STBG) Program provides an opportunity for the City to seek federal funding assistance for the reconstruction of Palean Street from S. 7th Street to S. 18th Street. Authorization from the City Council is required to proceed with the submission of an STBG application for FFY 2030.

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: _____

RESOLUTION NO.

**AUTHORIZING THE FILING OF AN APPLICATION FOR THE SURFACE
TRANSPORTATION BLOCK GRANT PROGRAM (STBG) FOR THE PALEAN
STREET RECONSTRUCTION PROJECT**

WHEREAS, funds are available for Federal Fiscal Year 2030 under the STBG program, for improvements to road segments that are eligible under the Federal Functional Classification system; and

WHEREAS, the section of Palean Street between South 7th Street and South 18th Street is classified as a minor arterial and is therefore eligible for funding; and

WHEREAS, reimbursement funds are available through the State of Iowa under this program, and in order to avail itself of possible reimbursement of funds pursuant to any grant under said program, an application must be filed by the City of Keokuk.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA that the City of Keokuk fully supports the project to reconstruct Palean Street from South 7th Street to South 18th Street, assures a minimum local match of 20%, and agrees to adequately maintain, or cause to be maintained, the completed improvements in a manner acceptable to the Iowa Department of Transportation (IDOT) and Federal Highway Administration (FHWA) throughout their useful life, and hereby authorizes the City of Keokuk to submit an application for funding the improvements to the Southeast Iowa Regional Planning Commission.

Passed this 5th day of February 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui

**REGION 16 GRANT APPLICATION FOR
SURFACE TRANSPORTATION BLOCK
GRANT PROGRAM (STBG)
FFY2030 FUNDING ROUND**



***All Applications must be submitted online by:
Friday, January 30, 2026
@ 5:00 PM***

All applications must be submitted **online** at
https://bit.ly/SEIRPC_STBG_Applications_FFY2030

PLEASE READ: This document contains a summary of the information and narrative questions from the online application. You may use it to gather and enter in information as you prepare the application. However, please *do not submit this form to SEIRPC* – rather, you must transfer the information onto the online application, and once submitted online, a copy will automatically be sent to SEIRPC staff.

Please contact Jarred Lassiter by phone at 319-753-4321, or e-mail at jlassiter@seirpc.com, with any questions about this application or the STBG Program.

GENERAL INFORMATION

Project Title: Palean Street Reconstruction from S. 7th Street to S. 18th Street

Sponsor/Applicant Agency: City of Keokuk

Co-Sponsor(s) (if applicable): NA

Contact Person (Name and Position): Brian Carroll, Publics Works Director

Street Address: 501 Main Street

City: Keokuk

Zip: 52632

Phone Number: 319-524-2050

E-Mail Address: bcarroll@cityofkeokuk.org

PROJECT INFORMATION

Classification of project (check those that apply):

- Roadway projects on a federal-aid eligible route
- Bridge projects on any public road
- Transit capital improvements
- Activities eligible for Transportation Alternatives Set-Aside Program (TAP)
- Transportation planning activities for an MPO or RPA

Name of Roadway(s): Palean Street

Termini Points

For example, "the intersection of Pine Street and 6th Avenue", or "Lincoln Avenue, 550 feet west of River Street".

Point of Beginning: Intersection of 7th Street & Palean Street

End Point: Intersection of 18th Street & Palean Street

If the project contains multiple non-contiguous roadway segments, please explain:

Total Distance of Project, in Miles: 0.75

Round to the nearest hundredth.

Provide a detailed project description, which should include:

1. Concept of the proposed project and work to be performed
2. Existing conditions
3. The work plan and schedule for project completion
4. Current project status if work has already begun
5. Details regarding other phases if part of a larger, multi-phase project
6. Funding acquired and/or used toward any component of the project
7. The public input process
8. The extent to which adjacent property owners and others have been informed of the proposed project and an assessment of their acceptance
9. Any other relevant information not addressed elsewhere in your application

Project Description

The proposed project consists of the reconstruction of Palean Street from 7th Street to 18th Street in the City of Keokuk. Improvements will include removal of the existing asphalt pavement and roadway base and installation of new Portland Cement Concrete (PCC) pavement, along with new sidewalks and ADA-compliant pedestrian curb ramps. The roadway will remain a two-lane facility with no proposed horizontal alignment changes.

The purpose of the project is to restore the roadway to an acceptable cross-section and address longstanding pavement deterioration and drainage deficiencies caused by years of degradation and deferred maintenance. Pedestrian safety and accessibility will be improved through upgraded sidewalk infrastructure and ADA-compliant curb ramps at intersections.

Existing conditions along the corridor include a severely deteriorated asphalt surface, structural pavement failures, poor ride quality, and inadequate drainage in certain areas. Pedestrian facilities are inconsistent and, in some locations, non-compliant with current ADA standards, limiting safe and accessible travel.

The project is currently in the preliminary planning stage. No engineering design or construction activities have occurred to date. Conceptual engineering exhibits have been prepared solely for planning and grant application purposes. The City of Keokuk is actively pursuing grant funding for the project. Upon funding award, the project will advance through final design, bidding, and construction. Construction is anticipated in 2031, following this Fiscal Year 2030 funding request.

Public input will be solicited during the design phase through meetings, notifications, and stakeholder coordination. Adjacent property owners and affected residents will be informed as the project progresses, and feedback will be considered in final design and construction planning.

The project is coordinated with recent infrastructure investments to avoid duplication of work and ensure efficient use of public funds. Upon completion, the improvements will enhance

roadway durability, improve drainage, provide ADA-compliant pedestrian facilities, and support the City's long-term transportation and infrastructure goals.

PROJECT INVESTMENT INFORMATION

Provide a detailed breakdown of all project costs.

	Cost in Dollars	Percent of Total Cost
Acquisition of Land or Property Rights	\$	%
Construction Engineering	\$102,438	3%
Preliminary Engineering	\$512,190	15%
Construction	\$3,414,600	82%
Utility Relocation	\$	%
Railroad Work	\$	%
In-Kind Contribution*	\$	%
Other*	\$	%
TOTAL COST	\$4,029,228	100%

*** Explain the use of any in-kind contributions or other costs associated with this project:**

Provide a detailed breakdown of all project costs.

	Cost in Dollars	Percent of Total Cost
Requested Region 16 Federal STBG Funds	\$1,343,643	33.5%
Other grant funding*	\$	%
Local or Other Match	\$2,685,585	66.5%
TOTAL PROJECT FUNDING	\$4,029,228	100%

*** Explain the use of any other grant funds associated with this project:**

SCORING CATEGORY #1: SYSTEM PERFORMANCE

For detailed information on the scoring process, please see p. 11-17 of the Application Guide.

- **What is the current surface type of the roadway?**

Gravel Sealcoat Asphalt Concrete

If more than one surface type is present, please explain:

The original roadway is constructed out of asphalt with some sections having been repaired and overlaid with sealcoat. There are four intersections that have been reconstructed using concrete after a sewer separation project was completed.

- **What will the surface type be following the completion of this project?**

Gravel Sealcoat Asphalt Concrete

If more than one surface type will be present, please explain:

- **What is the age of the current roadway surface?**

The existing roadway surface on Palean Street between 7th Street and 18th Street consists of asphalt pavement that is several decades old with a PCI under 4. Based on City of Keokuk records and institutional knowledge, the corridor has not undergone full roadway reconstruction in over 50 years. Maintenance efforts have been limited primarily to localized patching and spot repairs, rather than comprehensive resurfacing or structural rehabilitation.

While select intersections within the corridor specifically 7th & Palean, 8th & Palean, 9th & Palean, and 14th & Palean were reconstructed as part of the City's storm sewer separation plan and completed in 2013, the mainline roadway pavement between these intersections remains original or significantly aged with a PCI rating of 4 as outlined in our 2023 roadway conditions survey and has not been replaced as part of those projects.

The lack of recent resurfacing or reconstruction has contributed to the current condition of the roadway, which includes advanced surface deterioration, structural pavement failures, and drainage deficiencies. These conditions indicate that the pavement has exceeded its expected service life and is no longer capable of providing adequate performance through routine maintenance alone.

- Will the project benefit a roadway that is likely to experience a substantial increase in traffic volume, as a result of recent or planned development projects? If yes, please explain why.
NO
- What is the current number of lanes for the roadway?
2
- What will be the number of lanes following the completion of this project?
2
- Is the roadway currently divided, with a median separating the travel lanes for either direction? And will it be divided following the completion of the project?
NO
- What is the current speed limit of the roadway?
25 MPH
- Are there existing speeding problems on this roadway, and will the project include any improvements that are likely to reduce the rate of speeding? If yes to either, please explain.
NO
- Are there existing congestion problems on this roadway, and will the project include any improvements that are likely to reduce congestion? If yes to either, please explain.
NO

SCORING CATEGORY #2: INTEGRATION & CONNECTIVITY

For detailed information on the scoring process, please see p. 17-19 of the Application Guide.

- Will the project integrate multiple modes of transportation, including passenger and freight vehicles, public transit, bicyclists and pedestrians? If yes, please explain.

Yes. The proposed Palean Street reconstruction project is designed to accommodate multiple modes of transportation, including passenger vehicles, freight traffic, pedestrians, and, where applicable, bicyclists and public transit.

Palean Street functions as a local urban roadway serving passenger vehicles and delivery and service trucks, and the proposed PCC pavement will improve structural capacity, ride quality, and long-term durability for both light and heavy vehicles. The roadway will remain a two-lane facility, maintaining existing traffic operations and access for freight and emergency vehicles.

Pedestrian accommodations will be significantly improved through the construction of new sidewalks and ADA-compliant curb ramps, providing safe and accessible pedestrian connectivity along the corridor and at intersections.

While the project does not include dedicated bicycle lanes or transit-specific infrastructure, bicyclists will continue to share the roadway consistent with its local street function. The improved pavement condition and restored cross-section will enhance safety and comfort for bicyclists. The project will also continue to support existing public transit operations by maintaining roadway access and improving pavement conditions along the corridor.

Overall, the project supports a balanced, multimodal transportation network by improving safety, accessibility, and mobility for all roadway users.

- **Will the project improve connectivity for freight transportation, including truck, rail, water, air and intermodal transfer? If yes, please explain.**

Yes, the project will improve local freight transportation connectivity, particularly for truck traffic, by rehabilitating Palean Street between 7th Street and 18th Street.

Palean Street provides local access for delivery vehicles, service trucks, and commercial traffic serving adjacent residential, commercial, and industrial properties. The proposed replacement of the existing deteriorated asphalt pavement with new Portland Cement Concrete (PCC) pavement will improve structural capacity, ride quality, and reliability for freight vehicles, reducing vehicle wear, delays, and maintenance-related disruptions.

While the project does not directly include or connect to rail, water, or air freight facilities, it supports the broader freight network by improving a local roadway that functions as a feeder route to larger arterial streets that provide access to regional and intermodal freight facilities. By improving pavement condition and drainage, the project will enhance year-round accessibility and ensure consistent truck access for local businesses and service providers.

Overall, the project strengthens freight mobility at the local level and supports efficient movement of goods within the City of Keokuk.

- **Will the project improve connectivity to major highways and arterial roads, by shortening travel times or otherwise enhancing traffic flow? If yes, please explain.**

Yes. While the project does not alter roadway alignment or capacity, it will improve connectivity to nearby arterial roads and major highways by enhancing traffic flow, safety, and reliability along Palean Street.

Palean Street functions as a local connector providing access between neighborhood streets and higher-order arterial roadways within the City of Keokuk. Palean Street also serves as a residential connector to South 7th Street (HWY 136), a main access point to downtown and major employers. The replacement of the deteriorated asphalt pavement with new PCC pavement and restoration of proper roadway cross-slope will eliminate rough pavement conditions, reduce standing water, and minimize maintenance-related disruptions that currently slow traffic.

- **Will the project preserve or enhance connectivity between a city of under 2,500 residents and the Principal Arterial highway network? If yes, please explain.**

Palean Street serves as a minor arterial roadway within the City of Keokuk and provides a critical connection between U.S. Highway 136 and Iowa Highway 218, both of which are part of the Principal Arterial highway network. U.S. Highway 136 serves as an important regional route connecting Keokuk to several small communities in Missouri, including Alexandria and Wayland, while Iowa Highway 218 provides north-south connectivity to nearby communities such as Donnellson and Montrose.

By improving Palean Street, the project will preserve and enhance regional connectivity for those communities of fewer than 2,500 residents, ensuring safe and reliable access to surrounding rural communities, regional employment centers, emergency services, and commercial routes that depend on these arterial highways.

SCORING CATEGORY #3: SAFETY & ACCESSIBILITY

For detailed information on the scoring process, please see p. 20-22 of the Application Guide.

- **Will this project include any investment in safety improvements for motorists? If yes, please explain, and be sure to identify any documented safety problems within the project area.**

Yes. The proposed Palean Street reconstruction project includes significant safety improvements for motorists by addressing documented roadway deficiencies that contribute to unsafe driving conditions.

The existing roadway has experienced long-term pavement deterioration, including surface failures, uneven pavement, potholes, and poor drainage in certain areas. These conditions create safety concerns for motorists, particularly during wet or icy conditions, and increase the risk of vehicle damage, loss of control, and sudden braking.

The project will remove the existing deteriorated asphalt pavement and replace it with **new** Portland Cement Concrete (PCC) pavement, restoring a proper roadway cross-section and improving drainage. These improvements will provide a smoother driving surface, better traction, and reduced ponding of water, thereby enhancing vehicle stability and stopping performance.

While no specific crash patterns have been formally documented within the project corridor, the observed pavement condition and maintenance history indicate that the roadway has exceeded its service life and no longer meets acceptable safety standards. By correcting these deficiencies, the project will proactively reduce safety risks for motorists and improve overall roadway reliability.

The project will include the construction of new sidewalks and pedestrian walkways with ADA-compliant curb ramps throughout the project corridor. Curb ramps will be installed or upgraded at intersections to meet current accessibility standards, improving safety, accessibility, and connectivity for pedestrians of all ages and abilities. New sidewalks will alleviate the need for pedestrians to walk in the street, reducing conflicts between vehicular traffic and pedestrians.

- **Will this project include any investment in safety improvements for pedestrians and/or bicyclists? If yes, please explain, and be sure to identify any documented safety problems within the project area.**

The project will include the construction of new sidewalks and pedestrian walkways with ADA-compliant curb ramps throughout the project corridor. Curb ramps will be installed or upgraded at intersections to meet current accessibility standards, improving safety, accessibility, and connectivity for pedestrians of all ages and abilities.

- **Will the project include safety improvements to a roadway that provides access to community destinations such as a school, hospital/clinic, large factory or supermarket? If so, please explain, and be sure to identify any documented safety problems pertaining to these destinations.**

Yes. The Palean Street reconstruction project will include safety improvements to a roadway that provides access to key industries, including nearby residential areas and local businesses that generate regular vehicle and pedestrian traffic.

Palean Street serves as an important local route for residents accessing everyday destinations such as neighborhood commercial establishments, service providers, and other community destinations located along or near the corridor. The existing roadway condition characterized by deteriorated pavement, uneven surfaces, and areas of poor drainage creates safety concerns for

motorists and pedestrians traveling to and from these destinations, particularly during adverse weather conditions.

SCORING CATEGORY #4: ECONOMIC VITALITY

For detailed information on the scoring process, please see p. 23-24 of the Application Guide.

- **In general, how will this project promote economic development, either for the local community and/or the Southeast Iowa region as a whole?**

The proposed reconstruction of Palean Street will promote economic development both locally and regionally by improving a key transportation link used by residents, businesses, and commercial traffic. Palean Street functions as a minor collector roadway that provides direct access to Keokuk's industrial and commercial districts, supporting daily travel for employees, customers, suppliers, and service vehicles.

The corridor also serves a regional connectivity role, linking traffic from U.S. Highway 61 (Missouri), U.S. Highway 136 (Illinois), and U.S. Highway 218 (Iowa). As such, Palean Street supports the movement of goods and services across state lines and into the broader Southeast Iowa region.

By replacing the deteriorated roadway with new PCC pavement and restoring proper drainage and cross-section, the project will provide a safer, more reliable roadway that reduces vehicle wear, delays, and maintenance disruptions. Improved pavement conditions and pedestrian accessibility will also enhance the attractiveness of nearby commercial and industrial properties, support continued business operations, and encourage future investment.

Overall, the project strengthens the transportation infrastructure needed to support economic activity, improve access to jobs and services, and maintain the region's competitiveness for commerce and industry.

- **Will this project increase or improve tourism? If so, please explain.**

Yes. The proposed Palean Street reconstruction will improve tourism by enhancing a key connector route used by visitors traveling to Keokuk from Illinois and Missouri. Keokuk is a historic community that hosts numerous events and attractions that draw significant visitor traffic, and improved roadway conditions will support safe, efficient access for tourists.

Palean Street provides direct connections to 16th Street and 18th Street, which serve as primary access routes to Keokuk National Cemetery, Iowa's only national cemetery. The corridor also provides indirect access to the Mississippi Riverfront, including the Keokuk Union Depot and Victory Park, which have been redeveloped to increase tourism and community visitation.

By improving pavement condition, drainage, and pedestrian facilities, the project will enhance the overall travel experience for visitors, support continued growth in tourism-related activity, and contribute to the economic vitality of Keokuk and the surrounding region.

- **Will this project specifically improve or enhance the movement of freight and services? If yes, please explain.**

Yes. The proposed project will improve and enhance the movement of freight and services by rehabilitating a key local connector that supports traffic flow between major regional highways.

Palean Street provides an important link between U.S. Highway 61, U.S. Highway 136, and U.S. Highway 218, and is frequently used by local and commuter traffic traveling through the tri-state area (Iowa, Illinois, and Missouri). By providing an alternative route to the primary highway corridors, Palean Street helps reduce congestion on the main highways and improves overall traffic flow through Keokuk.

Improving the roadway condition with new PCC pavement and restoring proper drainage will enhance reliability and safety for freight trucks, service vehicles, and commercial traffic. This will reduce vehicle wear, delays, and maintenance-related disruptions that can negatively impact delivery schedules and service operations.

Additionally, Palean Street serves as a secondary route if Main Street is closed due to an emergency or special event. Maintaining a safe and functional alternate route is critical to sustaining the movement of freight and services throughout the community during such disruptions.

- **Will this project improve or enhance the movement of workers? If yes, please explain.**

Yes. The proposed Palean Street reconstruction will improve and enhance the movement of workers by improving a key connector route between major regional highways and local employment centers.

Palean Street provides a link between U.S. Highway 61, U.S. Highway 136, and U.S. Highway 218, which are heavily used by commuting workers traveling into and out of Keokuk from Iowa, Illinois, and Missouri. The improved roadway will provide a smoother, safer, and more reliable route for daily commuters, reducing travel disruptions caused by deteriorated pavement and drainage issues.

Additionally, Palean Street serves as an indirect connector to Keokuk's industrial riverfront area, where several of the city's largest employers are located, including Roquette and other industrial contracting firms. By improving roadway conditions and maintaining reliable access, the project

supports worker access to major employment sites and helps sustain workforce mobility for the local economy.

- **Does this project improve access to job and business opportunities? If yes, please explain.**

Yes. The Palean Street reconstruction will improve access to jobs and opportunities by providing a safer, more reliable transportation route for commuters and local travelers.

Palean Street is a major north–south connector in Keokuk and is heavily used by commuting workers traveling to and from the regional highway system (U.S. Highway 61, U.S. Highway 136, and U.S. Highway 218). By replacing deteriorated pavement and improving drainage, the project will reduce travel disruptions and improve roadway safety, making daily commutes more predictable and efficient.

Improved roadway conditions will also support increased local travel and access to employment centers, including the industrial riverfront area where major employers are located. Overall, the project will enhance mobility for residents and workers, strengthening access to jobs and economic opportunities throughout the community.

- **Does this project improve access to non-vehicular transportation facilities, including air, water, rail, and intermodal linkages? If yes, please explain.**

Yes. The Palean Street reconstruction will improve access to multiple transportation facilities by enhancing a key connector route within Keokuk’s transportation network.

Palean Street provides direct access to the local highway system and is used by local and commuter traffic to reach U.S. Highway 61, U.S. Highway 136, and U.S. Highway 218. These routes provide regional connections for freight and passenger travel throughout Iowa, Illinois, and Missouri.

At its north end, Palean Street connects to Johnson Street Road, a major industrial corridor in Keokuk, providing access to businesses and industrial facilities. At its south end, Palean Street provides indirect access to the Mississippi Riverfront, which is a key economic and transportation area for the community. The riverfront supports industrial and commercial activity, including major employers such as Roquette and the Keokuk river barge operations, and features rail facilities that support regional goods movement. The riverfront also includes public boat ramps and recreational access to the Mississippi River.

By improving roadway condition, safety, and reliability, the project will enhance access to these important transportation facilities and support efficient movement of goods, services, and people across the region.

SCORING CATEGORY #5: LOCAL & REGIONAL FACTORS

For detailed information on the scoring process, please see p. 25-27 of the Application Guide.

- **Is this project supported by a local planning document (City or County)? If so, please list the name of any such plan, and explain how that plan supports the project.**

Yes. The project is supported by the City of Keokuk Comprehensive Plan, completed in 2018 and listed as a priority project. Palean Street is classified as a minor arterial under Urban Federal Functional Classifications and is identified as such in the Comprehensive Plan (page 67).

A 2016 street condition survey documented Palean Street as being in poor condition, as outlined on page 71 of the Comprehensive Plan. This finding was reaffirmed through an additional street condition survey conducted in 2023, which again identified Palean Street as being in poor condition with a PCI rating of 4.

The project directly supports Chapter 5: Resilient Infrastructure of the Comprehensive Plan, specifically Goal 1, which states that *“Keokuk will have an efficient, quality street network.”* The associated objective calls for the City to reconstruct or resurface all deficient and deteriorated street segments while working to reduce the impact of road repairs on the City budget. Improvements to Palean Street advance this goal by addressing a documented deficient roadway, enhancing transportation efficiency, and supporting the City’s long-term infrastructure and fiscal sustainability objectives. The project is also outlined in Chapter 7, Development Focus Areas on page 172 as a “Specific Road Improvement” and on page 174 as a “Priority Bike Lane” as well as a “Priority Future Sidewalk” location between 13th Street and 15th Street.

In addition, Palean Street was presented to the City Council as part of a street repair plan during a workshop held on February 15, 2024, and was subsequently formally incorporated into the City’s street improvement plan, which currently extends through 2031.

- **Is this project supported by a regional, state or national planning document? If so, please list the name of any such plan, and explain how that plan supports the project.**

NA

REQUIRED ATTACHMENTS

****For all attachments submitted with the online application, please ensure that all PDF and jpeg attachments are sized at either 8.5 x 11 inches, or 11 x 17 inches.****

1. **PROJECT MAP**

A map that identifies the location of the project.

2. **OFFICIAL ENDORSEMENT**

A resolution or other official endorsement from the applicant stating its commitment of matching funds and commitment of project maintenance.

See p. 7 of the Application Guide for further information, as well as p. 53 for a sample resolution.

3. **TIME SCHEDULE**

An outline of all project phases and their anticipated time of completion, including design engineering and other necessary work to be completed prior to construction.

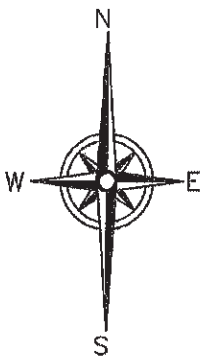
4. **ITEMIZED COST ESTIMATE**

A detailed breakdown of all project costs, consistent with the total figures provided on pg. 4 of this application. If safety improvements are part of this project, be sure to include and highlight these improvements in YELLOW.

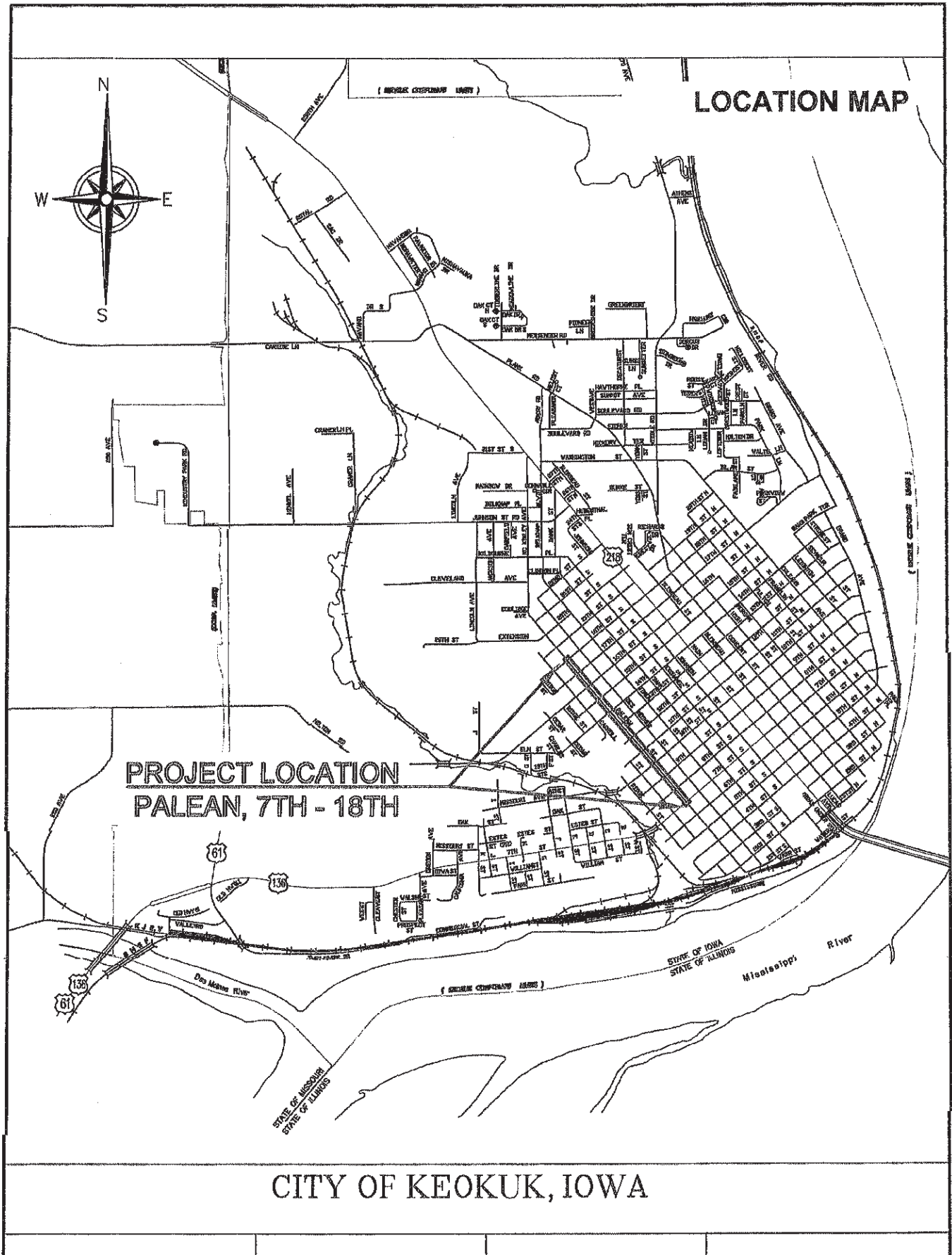
5. **DIGITAL PHOTOGRAPHS**

Photographs showing the existing conditions and location of the project. Please limit the total number of photographs to no fewer than 5, and no more than 10. You may submit as a single document with 5-10 photos included, or as 5-10 separate documents, with each photo submitted separately.

LOCATION MAP



PROJECT LOCATION PALEAN, 7TH - 18TH



CITY OF KEOKUK, IOWA

RESOLUTION NO.

AUTHORIZING THE FILING OF AN APPLICATION FOR THE SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBG) FOR THE PALEAN STREET RECONSTRUCTION PROJECT

WHEREAS, funds are available for Federal Fiscal Year 2030 under the STBG program, for improvements to road segments that are eligible under the Federal Functional Classification system; and

WHEREAS, the section of Palean Street between South 7th Street and South 18th Street is classified as a minor arterial and is therefore eligible for funding; and

WHEREAS, reimbursement funds are available through the State of Iowa under ~~this program, and in order to avail itself of possible reimbursement of funds pursuant~~ to any grant under said program, an application must be filed by the City of Keokuk.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA that the City of Keokuk fully supports the project to reconstruct Palean Street from South 7th Street to South 18th Street, assures a minimum local match of 20%, and agrees to adequately maintain, or cause to be maintained, the completed improvements in a manner acceptable to the Iowa Department of Transportation (IDOT) and Federal Highway Administration (FHWA) throughout their useful life, and hereby authorizes the City of Keokuk to submit an application for funding the improvements to the Southeast Iowa Regional Planning Commission.

Passed this 5th day of February, 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui

ESTIMATED TIME SCHEDULE

January 30, 2026 Submit STBG Funding Application

July, 2027 Project is included in Final Statewide TIP

August, 2029 Begin Consultant Selection Process

October, 2029 Begin Design

November, 2029 Concept Statement Submitted

January, 2030 Preliminary Plans Complete

February, 2030 Check Plans Complete

March, 2030 Final Plans Complete

June, 2030 Accept Bids (DOT Letting)

July, 2030 Begin Construction

September, 2031 Construction Complete

December, 2031 Project Completed and Closed out



Palean Street, Looking Northwest



At 16th Street looking Northwest



Looking Southeast towards 15th Street



At 13th Street looking Northwest



At 12th Street looking Northwest



At 10th Street looking Southeast



Looking Southeast towards 9th Street



At 8th Street Looking Southeast



COUNCIL ACTION FORM

Date: February 5, 2026

Presented By: Brian Carroll, PWD

Subject: 3rd & Des Moines Tunnel Access Change Orders Agenda Item: 12

Description:

The new access manhole has been constructed at South 3rd and Des Moines Street to gain entry into the 1895 sewer tunnel. The original contract was awarded to Keokuk Contractors in the amount of \$69,225.

To comply with the Federal EPA Mandate CSO2 separation, the city is required to do a First Flush Study. The new access manhole allows us to install the monitoring/testing equipment into the existing sewer tunnel. We now need to install the equipment and control room.

Attached are two (2) Change Orders:

The first is to Relocate the Electrical Sluice Gate & Conduit and install a new Storm Water Intake in the amount of \$24,593.

The second is to install a downspout connection, excavate, furnish and install new concrete pad, set new control room building, and furnish and install conduit from the new rain gauge to the new control room in the amount of \$34,687.

Total amount of the change orders are \$59,280.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 611-815-6750 Title: CAP IMPROV-WPC EQUIP

Amount Budgeted: \$285,000

Actual Cost: \$128,505

Under/Over: \$156,495

Funding Sources:

Departments:

WPC

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

RESOLUTION NO.

**A RESOLUTION TO APPROVE TWO CHANGE ORDERS FOR
SOUTH 3RD AND DES MOINES STREET TUNNEL ACCESS**

WHEREAS, the new access manhole has been constructed at South 3rd and Des Moines Street to gain entry into the 1895 sewer tunnel, and the original contract was awarded to Keokuk Contractors in the amount of \$69,225; and

WHEREAS, to comply with the Federal EPA Mandate CSO2 separation, the city is required to do a First Flush Study; and

WHEREAS, the new access manhole allows us to install the monitoring/testing equipment into the existing sewer tunnel, but the equipment and control room still need to be installed; and

WHEREAS, two change orders are necessary, the first is to relocate the electrical sluice gate & conduit and install a new storm water intake in the amount of \$24,593; and

WHEREAS, the second change order is to install a downspout connection, excavate, furnish and install new concrete pad, set new control room building, and furnish and install conduit from the new rain gauge to the new control room in the amount of \$34,687, for a total amount of \$59,280.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA that two change orders from Keokuk Contractors, Inc. be approved for the South 3rd and Des Moines Tunnel Access Project in the amount of \$59,280.

Passed this 5th day of February 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui



KEOKUK CONTRACTORS, INC.

853 Johnson Street Road
Keokuk, IA 52632
PH. 319-524-7343
Fax 319-524-4238

Corey Baker, President/Owner

Josh Ross, Secretary/Treasurer/Owner

January 28, 2026

Brian Carroll
City of Keokuk
501 Main Street
Keokuk, IA 52632

RE: 3rd & Des Moines RFCO
Relocate Electrical Sluice Gate Panel & Conduit
New Storm Intake

Brian:

In follow-up to the electrical work done on the flow monitoring station and new storm intake includes the following:

1. Excavation, backfill, and compaction to relocate the sluice gate control panel to side of the city sanitary sewer department building; install three (3) new conduits and wire underground from sluice gate control panel to sluice gate in manhole; replace class 1 division I fittings; pull new control wire and terminate wire.

Premier Electrical Solutions		\$7,260
KCI Labor	\$4,480	
Material Rock	200	
Equipment mini excavator, dump truck	<u>2,400</u>	
Total KCI	7,080	\$7,080

2. Install new custom intake and top

KCI Labor	\$6,750	
Material	3,328	
Equipment	<u>175</u>	
Total Item #2	\$10,253	\$10,253

Total request for change order \$24,593

Sincerely,

Bob Roy
Project Manager



KEOKUK CONTRACTORS, INC.

853 Johnson Street Road
Keokuk, IA 52632
PH. 319-524-7343
Fax 319-524-4238

Corey Baker, President/Owner

Josh Rose, Secretary/Treasurer/Owner

January 28, 2026

Brian Carroll
City of Keokuk
501 Main Street
Keokuk, IA 52632

RE: 3rd & Des Moines - RFCO
Downspout Connection
Rain Gauge Enclosure
Control Room Enclosure Slab & Set Enclosure
Electrical Connection to Building

Brian:

In follow-up to our walk-through of the 3rd & Des Moines monitoring system, the following scope of work was established by Michael Clark sketch dated 1-22-26.

1. Furnish and install a downspout connect from the existing building to the storm drain system. \$ 1,740

2. Furnish & install conduit from rain gauge to new control room enclosure (approximately 140' bore to rain gauge with 2" conduit). Install an 8'x8'x8' chain link fence with man gate around the rain gauge, with 6" of rock at the interior of the 8'x8' fenced-in area. 1 - 6" x 6" treated post.

Labor	\$2,388	
Material	300	
Equipment	750	
Sub (Fence)	6,615	
Sub (Electrical)	6,000	
Sub (Boring)	2,500	
Total Item #2		\$18,553

3. Furnish & install excavation & backfill for conduit and wire for lights and heat to the building enclosure with a 20-amp circuit.

\$969

4. Excavate down to the top of the existing brick storm sewer line and backfill with 4" rock. Current existing soils are not good material to build on. Furnish & install an 8' x 8' x 6" slab with rebar building pad and set building.

Labor	\$7,800	
Material	3,375	
Equipment	<u>1,875</u>	
Total Item #4		\$13,425

Total Request for Change Order **\$34,687**

Sincerely,



Bob Roy
Project Manager



COUNCIL ACTION FORM

Date: February 5, 2026

Presented By: Brian Carroll, PWD

Subject: Air Evac EMS, Inc. Lease Agenda Item: 13

Description:

Air Evac EMS, Inc. has requested to lease City-owned property located at the Keokuk Municipal Airport, consisting of approximately 31,622.04 square feet. The leased premises will be used for Air Evac EMS operations, including associated improvements constructed by the Lessee. The proposed Ground Lease Agreement establishes the terms and conditions under which Air Evac EMS will occupy and use the property, including access rights, maintenance responsibilities, and other standard lease provisions. The lease will be effective March 1, 2026, and is intended to support continued emergency medical services operations serving the City of Keokuk and the surrounding region.

Staff is recommending the City Council approves the Ground Lease Agreement between the City of Keokuk and Air Evac EMS, Inc. for the lease of City-owned property located at the Keokuk Municipal Airport effective March 1, 2026, and authorize the Mayor to execute the agreement on behalf of the City.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Airport

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

RESOLUTION NO.

**A RESOLUTION TO APPROVE A LEASE WITH AIR EVAC EMS, INC OF
CITY OWNED PROPERTY AT THE
KEOKUK MUNICIPAL AIRPORT**

WHEREAS, Air Evac EMS, Inc. has requested to lease City-owned property located at the Keokuk Municipal Airport, consisting of approximately 31,622.04 square feet; and

WHEREAS, the leased premises will be used for Air Evac EMS operations, including associated improvements constructed by the Lessee; and

WHEREAS, the proposed Ground Lease Agreement establishes the terms and conditions under which Air Evac EMS will occupy and use the property, including access rights, maintenance responsibilities, and other standard lease provisions; and

WHEREAS, the lease will be effective March 1, 2026, and is intended to support continued emergency medical services operations serving the City of Keokuk and the surrounding region; and

WHEREAS, Staff is recommending the City Council approves the Ground Lease Agreement between the City of Keokuk and Air Evac EMS, Inc.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA that the City Council authorize the Mayor to sign a lease agreement with Air Evac EMS, Inc to lease City-owned property located at the Keokuk Municipal Airport, consisting of approximately 31,622.04 square feet effective March 1, 2026

Passed this 5th day of February 2026.

Mayor – Mark Smidt

Attest – Celeste El Anfaoui

Ground Lease

This Ground Agreement is made and entered into by and between Air Evac EMS, Inc. ("Lessee"), and the City of Keokuk, a municipal corporation, of Lee County, State of Iowa ("Lessor"), as of the latest date appearing next to their respective signatures below but effective as of March 1, 2026 (the "Effective Date"). Lessee and Lessor are sometimes collectively referred to hereafter as the "Parties" and individually a "Party".

Preliminary Statement

Lessee desires to lease from Lessor that certain piece of land being approximately 31,622.04 square feet, located at 2504 340th St, Keokuk, IA, 52632, as more particularly described on **Exhibit A** attached to this Lease and incorporated herein by this reference, together with all rights, privileges, easements and appurtenances belonging or in any way appertaining thereto (hereinafter called the "Leased Property"), and together with any improvements subsequently made by Lessee or its successors or assigns (hereinafter collectively called the "Improvements") (the Land and the Improvements being hereinafter collectively called the "Premises"), together with a non-exclusive right to have vehicular and pedestrian access over and across such portions of Lessor's premises as are reasonably necessary to allow such access from the Premises to public roadways (the "Access").

Agreement

In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby covenant and agree as follows:

1. **Lease, Term, and Extension Term.** In consideration of the obligation of Lessee to pay rent as hereinafter provided, and in consideration of the other terms, provisions and covenants of this Lease, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the Premises and the Access, to have and to hold the same for the Term and for any Extension Term as may be exercised by the Lessee (the "Term" and "Extension Term(s)" being defined in the **Schedule** attached hereto as **Addendum A** and incorporated herein by this reference), Lessor intending hereby to grant to Lessee an estate for years in the Premises and the Access. Provided that the Lease is in full force and effect, and that Lessee is not in default hereof, Lessee shall have the right to extend the Lease Term for the Extension Terms set forth in Addendum A, upon giving the Extension Notice described therein. Lessee shall also have a termination right as set forth in Addendum A.
2. **Rent.** During the Term or any Extension Term as applicable, Lessee shall pay to Lessor annual Base Rent as defined in the Addendum A, in payments as described on the Addendum A.
3. **Improvements and Completion.** Lessee shall perform or cause to be performed, at its sole cost and expense, the following work:
 - 3.1. **Improvements.** Lessee shall cause, at its sole cost and expense, the following Improvements to be constructed or installed on the Premises: (a) Installation and construction of a hangar, installation of a temporary modular crew trailer and a fuel system trailer. Lessee shall cause the Improvements to be completed in a good and workman like manner in compliance with all applicable laws and regulations.
 - 3.2. **Completion of Improvements.**
 - (a) Subject to force majeure and any delays caused by Lessor, Lessee shall, within one hundred eighty (180) days after the Effective Date, substantially complete the construction of the Improvements; provided, however, that if substantial completion of the Improvements is delayed due to adverse weather conditions or unforeseen site conditions not reasonably anticipated by Lessee, the Parties agree that Lessee will be entitled to an equitable extension of time to substantially complete

construction of the Improvements; provided further if Lessee claims delay due to adverse weather conditions or unforeseen site conditions Lessee may provide written notice to Lessor within ten (10) days of the discovery of the site conditions or the weather event occurring as applicable.

- (b) If at any time after the Effective Date and prior to the date that is ninety (90) days after the Effective Date, Lessee concludes that it will not or cannot construct the Improvements, Lessee shall provide written notice of same to Lessor. If Lessee provides such notice, either party may upon written notice to the other terminate this Lease without further obligation or liability. If Lessee fails to timely provide such notice Lessee shall have no further right to terminate this Lease under this **Section 3.2(b)**.

4. **Combination of Parcels.** If necessary to construct the Improvements, including obtaining any necessary permits or approvals, Lessor shall, , cause the Premises to be combined into a single parcel as soon as practicable following the execution of this Agreement. Lessee shall reimburse Lessor for any fees and expenses incurred therewith up to a maximum of five thousand dollars (\$5,000.00), unless a different amount is agreed to in writing by the parties.
5. **Permitted Uses.** Lessee may use the Premises for any lawful and moral use, specifically including (but not limited to) as a helicopter remote fueling site, crew quarters, aircraft storage, aircraft maintenance and related office space, and as a base for Lessee's air ambulance operations and all uses incidental thereto. Lessee may store its helicopters, tools, vehicles and equipment at the Premises. Lessee shall have full access to the Premises as needed, 24 hours per day, 7 days per week.
6. **Alterations.** Lessee shall have the right to make any other alterations, additions or improvements to the Premises, which Lessee deems necessary or appropriate, without the necessity of obtaining the prior consent of Lessor. The title to the Improvements and all changes, additions and alterations therein, and all renewals and replacements thereof, when made, erected, constructed, installed or placed upon the Premises by Lessee, shall be and remain in Lessee until the expiration of the Term of this Lease, unless sooner terminated as provided herein. Except as otherwise provided herein, upon the expiration or sooner termination of this Lease, title to all such property shall pass to, vest in and belong to Lessor without further action on the part of either party upon acceptance of same by Lessor. The foregoing notwithstanding, following the expiration or sooner termination of this Lease, Lessee and Lessor agree that Lessee shall have the option and adequate time to remove the fuel system, modular building or similar structure, and/or the hangar or to turnover ownership of one or more of same to Lessor in "as-is" "where is" condition with no further liability on the part of Lessee. Lessee shall be entitled to remove from the Premises any and all of Lessee's personal property and fixtures that may be located on the Premises. So long as Lessee retains ownership of the Improvements, Lessee shall be entitled to claim the depreciation thereof for tax purposes.
7. **Maintenance of Premises.** This is a triple net lease. It is the agreement of Lessor and Lessee that the Base Rent payable hereunder shall be fully net to Lessor and that Lessee shall be responsible for the payment of all expenses of every kind and nature related to the occupancy, operation, maintenance and repair of the Premises.
8. **Statement of Title and Covenant of Quiet Enjoyment.**
- 8.1. Lessor states and agrees that (i) it is the owner in fee simple of the Leased Premises subject only to the permitted easements, restrictions, covenants and other matters set forth on **Exhibit A** attached hereto and incorporated herein by this reference, if any; (ii) it has full right to lease the Leased Premises for the Term set out herein and any Extension Terms, (iii) it has no knowledge of any condemnation or threat of condemnation affecting any portion of the Leased Premises , (iv) there are no unpaid assessments against the Leased Premises, and (v) during the Term and any Extension Term hereof it will not mortgage or encumber the Leased Premises or Lessee's leasehold estate therein, grant any easement or license encumbering the Leased Premises, impose any restrictive covenants on the Leased Premises, or amend

or modify the zoning classification of the Leased Premises, unless such encumbrance, restriction or amendment does not take effect until after the expiration or earlier termination of this Lease or unless it first obtains the prior written consent of Lessee.

- 8.2. Lessor further agrees that so long as Lessee keeps and performs all of the agreements, covenants and conditions by the Lessee to be kept and performed, Lessee shall have quiet, undisturbed and continued possession of the Premises, free from any claims of Lessor and all persons claiming by, through or under Lessor, except with respect of such portion of the Premises as may be taken under the power of eminent domain.
- 8.3. Lessor covenants and agrees with Lessee that it shall not erect or build (or allow the erection or construction) any structure on the Premises or any of its property located adjacent to the Premises that would invalidate or interfere with Lessee's ability to operate an air ambulance base from the Premises or that would otherwise interfere with Lessee's operations due to the height of such structure or any lighting issuing therefrom. Notwithstanding anything herein to the contrary, if Lessor breaches any of its obligations under this **Section 8.3**, Lessee shall be entitled to terminate this Agreement upon written notice to Lessor without any further liability hereunder.
9. **Lessor's Right of Entry.** Lessor and its agents and representatives shall have the right to enter upon the Premises at all reasonable times upon reasonable advance notice to examine the condition and use thereof, provided that such right must be exercised in such manner as not to interfere with Lessee in the conduct of its business on the Premises.
10. **Insurance.** Lessee shall, at its cost, at all times during the term of this Lease and any extensions hereof, procure and maintain broad form/all risk insurance for hazard, fire, and flood (if required) on the Premises in an amount equal to the replacement value of the Premises, including land and foundation. Lessee shall also obtain like insurance on Lessee's property and the contents of the Premises in such amounts determined by Lessee in its exclusive discretion. Lessee shall, throughout the term hereof, at its sole cost and expense, carry public liability insurance coverage covering the Premises for the joint benefit of Lessor and Lessee with coverage of not less than \$5,000,000.00 for personal injury, including death, and \$1,000,000.00 property damage. In addition, Lessee shall maintain a policy of insurance providing coverage for pollution legal liability with coverage limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Said policies of insurance may be in the form of a general coverage or floater policy covering these and other premises, provided that Lessor is therein specially covered. Lessor shall be named as an additional insured on such policies, as its interests may appear. A duplicate copy of the policy or certificates of such insurance shall be delivered to Lessor at lease inception and on each anniversary date or renewal of all such insurance policies.
11. **Utilities and Services; Easements.** Lessee shall be responsible for and shall pay all charges (including tap, transformer, connection, availability and "impact" charges) incurred for the use of utility services at the Premises, including, without limitation, electricity, water, sanitary sewer, gas and telephone services. Lessee shall be responsible for the maintenance of the septic tank and leche field. Ownership of the septic tank as defined on **Exhibit A** shall revert to the Airport at the end of the Lease. Lessor covenants and agrees to execute (and/or cause its affiliates to execute) easements encumbering the Premises which may be reasonably necessary in order to obtain any such utilities. To the extent that Lessee shall be unable to obtain any such utilities without the execution of an easement encumbering the Premises, then such easement shall be deemed reasonably necessary.
12. **Taxes.** Lessee shall be liable for and shall pay prior to delinquency and Lessee hereby agrees to indemnify and hold Lessor harmless from and against any liability in connection with all taxes levied against the Premises, or any part thereof and also all taxes levied against any personal property, fixtures, machinery, equipment, apparatus, systems and appurtenances placed by or on behalf of Lessee in or about or utilized by Lessee in, upon or in connection with the Premises (collectively, the "**Taxes**"). If any Taxes are levied

against Lessor or Lessor's property (provided that such property is situated on the Premises for Lessee's sole utilization), and if Lessor, after written notice to Lessee, pays the Taxes, Lessee shall pay to Lessor upon demand the Taxes so levied. Lessee shall have the right, on behalf of Lessor and with Lessor's full cooperation, but at no cost to Lessor, to bring suit in any court of competent jurisdiction to recover the amount of any such Tax paid, and any amount so recovered shall belong to Lessee. Notwithstanding the foregoing to the contrary, Lessee shall cooperate with Lessor to the extent reasonably necessary to cause the fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of which the Premises form a part. Should Lessor pay the taxes directly to the taxing authority, it shall be Lessor's choice as to whether to pay the taxes in installments or in full, if given a choice by the taxing authority. Lessee's obligation to pay property taxes on the Premises, or any part thereof, shall begin on the later of the date of the Effective Date or the date of occupancy of the Premises.

13. **Condemnation.** If any or all the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or be sold to a condemning authority under threat of condemnation, then the Term of this Lease shall cease and terminate as of the date of title vesting pursuant to such proceeding (or sale), and all rent shall be paid up to that date.
14. **Default.** The following events shall be "**Events of Default**" under this Lease:
 - (a) Lessee fails to pay any installment of Base Rent or other monetary payment required to be paid to Lessor under this Lease as and when the same shall become due and shall not cure such default within ten (10) business days after written notice thereof is given by Lessor to Lessee; provided, however, Lessor shall not be required to give such notice of nonpayment to Lessee more than once in a calendar year; or
 - (b) Lessee fails to comply with any term, provision or covenant of this Lease (other than a monetary default) and does not cure such failure within thirty (30) days after written notice thereof is given by Lessor to Lessee; provided, however, with respect to a non-monetary default not susceptible of being cured within thirty (30) days, Lessee shall not be in default unless it fails to reasonably commence to cure such default within said thirty (30)-day period or fails to diligently prosecute the same to effect such cure within a reasonable time thereafter, not to exceed 90 days.
 - (c) Upon the occurrence of an Event of Default, Lessor may terminate this Lease, in which event Lessee and anyone claiming through Lessee shall immediately surrender the Premises to Lessor, and if Lessee or anyone claiming through Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises, or any part thereof, without being liable to prosecution or for any claim for damages.
15. **Default by Lessor.** In the event that Lessor defaults under the terms of this Lease, Lessee shall give Lessor written notice specifying the nature of the default and Lessor shall have thirty (30) days after receipt of such notice to cure said default. Any default by Lessor which shall continue uncured shall give Lessee the right to terminate the Lease immediately, in addition to all available rights or remedies in law or in equity; provided, however, if the nature of Lessor's failure to perform its obligations under this Agreement is such that it cannot reasonably be cured within thirty (30) days, then Lessor shall not be in Default if Lessor promptly commences the requisite curative measures and thereafter diligently prosecutes such curative measures until completion.
16. **Indemnification and Environmental Matters.**
 - (a) Lessee covenants and agrees with Lessor that during the Term and any Extension Term, Lessee will indemnify, defend, and save Lessor harmless from and against any and all claims, actions, demands, damages, liabilities or expenses (except those arising out of Lessor's negligence or intentional act) which

may be made against Lessor or Lessor's title in the Premises, arising by reason of, or in connection with, any alleged act or omission of Lessee or other person claiming under, by or through Lessee in connection with the use, occupation or control of the Premises pursuant to or by virtue of this Lease, or Lessee's breach of this Lease during the Term.

- (b) To the extent permitted by applicable laws and without waiving Lessor's sovereign immunity, Lessor covenants and agrees with Lessee that, during the Term and any Extension Term, Lessor will indemnify, defend, and save Lessee harmless from and against any and all claims, actions, demands, damages, liabilities or expenses which may be made against Lessee arising by reason of, or in connection with, the negligence or intentional act of Lessor, its agents or employees, or Lessor's breach of this Lease.
 - (c) Except as disclosed in writing by Lessor to Lessee or as may be on file or record in the office of the appropriate federal, state, county, or municipal authority, Lessor has no knowledge of the existence or Release (as defined below) of any Hazardous Substances (as defined below) in, on, or under the Premises including, without limitation, asbestos, petroleum products or tetrachloroethylene, and Lessor has received no notice from any federal, state, county or municipal authority as to the existence or Release of any Hazardous Substances at the Premises or as to the violation of any Environmental Law (as defined below) related to the Premises, and Lessor has not violated, or been aware of any prior owner or occupant violating, any Environmental Law. Lessor shall and does hereby agree to indemnify, defend and hold harmless Lessee from and against all claims, liabilities, losses, damages, actions, causes of action, suits and all costs and expenses in connection therewith, arising from the existence or Release of any Hazardous Substances on, in, or under the Premises or the violation of any Environmental Law on or related to the Premises, occurring at any time prior to the execution of this Lease. Lessee shall and does hereby agree to indemnify, defend and hold harmless Lessor from and against all claims, liabilities, losses, damages, actions, causes of action, suits and all costs and expenses in connection therewith, arising from the existence or Release of any Hazardous Substances on, in, or under the Premises or the violation of any Environmental Law on or related to the Premises, occurring at any time subsequent to the execution of this Lease and prior to the expiration or earlier termination of this Lease and arising from the actions of Lessee or its employees, agents, or invitees or as an incident to its business activities, including the individual actions of its employees and invitees, whether or not such actions are in the regular and ordinary scope of Lessee's business. The term "**Hazardous Substances**" as used herein shall mean pollutants, contaminants, toxic wastes or any other substances, the removal of which is required or the use of which is regulated, restricted, prohibited or penalized by any "**Environmental Law**." The term "**Environmental Law**" shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. The term "**Release**" shall mean the dispersal, release, storage, treatment, generation, disposal or escape of any Hazardous Substances.
17. **Limitation of Liability.** In no event shall either Party, its employees, agents, or contractors, be liable under this Lease to the other Party for any consequential, incidental, indirect, exemplary, special, or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether either Party was advised of the possibility of such damages. In all events the liability of Lessor shall be limited to its interest in the Leased Premises.
18. **Surrender.** Upon expiration of the Term or upon earlier termination, Lessee shall return the Leased Premises in substantially the same repair and condition as when this Lease commenced, reasonable wear and tear excepted. Upon the expiration or earlier termination of this Lease, and upon Tenant's surrender and vacation of the Premises, all right, title, and interest in and to any hangar constructed on the Premises shall automatically revert to and vest in the City of Keokuk, free and clear of any liens, claims, encumbrances, or security interests arising by or through Tenant. Lessee shall, at its sole cost and expense, remove all personal property from the Leased Premises, including any modular structures and fuel system trailers, upon termination or expiration of this Lease.

19. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight air courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address set forth beneath its signature on the signature page attached hereto. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight air courier delivery or on the date of deposit in the United States Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run on the day following the date of actual receipt of such notice, request or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least ten (10) days' prior written notice thereof, any party hereto may from time to time and at any time change its mailing address hereunder or add additional addressees hereunder.

20. **Compliance.**

20.1. The Parties represent that in entering into this Lease, they have bargained at arm's length, that the Rent is set at a fair market value taking into account the geographic location and facts and circumstances of the market and that this Lease is entered into in furtherance of the purpose operating an air ambulance service.

20.2. The Parties acknowledge that each Party or its affiliates is potentially a "referral source" as to the other Party or such other Party's affiliates for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion. Lessor and Lessee agree that (i) the aggregate space rented does not exceed that which is reasonably necessary to accomplish the commercially reasonable business purposes of the Lessee; (ii) the rental charge is consistent with the fair market value for similar spaces in the area in which the Leased Premises are located that are used for purposes similar to Lessee's use; (iii) the rental charge is not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under Medicare or a state health care program; and (iv) there is no requirement for any Party or its affiliates to make any referrals to the other Party or its affiliates.

20.3. The Parties agree to cooperate with one another in the fulfillment of their obligations hereunder in accordance with all applicable law. It is the further intention of the Parties that the arrangement provided for herein not violate any provision of federal or state law including, without limitation, state licensure laws and regulations, the federal Stark and anti-kickback laws, and this Lease shall be construed accordingly. Without limiting the foregoing, no provision of this Lease shall be construed to grant either Party authority or control over the other Party. The Parties shall take such reasonable steps, including modification of this Lease, as may be appropriate to implement such intention while preserving the overall relationship contemplated hereby. No amount paid or payable hereunder is intended, nor shall be construed to be, an inducement or payment for referral of or recommending referral of, patients by Lessee to Lessor or from Lessor to Lessee. In addition, the Rent charged hereunder does not include any discount, rebate, kickback or other reduction in charge, and the Rent charged hereunder is not intended, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by Lessee to Lessor or from Lessor to Lessee.

21. **Memorandum of Lease; Subordination and Non-Disturbance.**

21.1. Lessee, at its expense, may record this Lease or a memorandum or short form thereof in the proper recording office for the (Enter Governing Body). In the event that Lessee desires to record a memorandum or short form of this Lease, Lessor agrees to execute such memorandum or short form lease in recordable form.

- 21.2. Lessor represents and warrants to Lessee that the Premises are not subject to any prior mortgage, deed of trust, or other lien instrument. Should the Premises become subject to a mortgage, deed of trust, or other lien instrument subsequent to the date hereof, Lessee agrees to subordinate its interest in the Premises to that of Lessor's mortgagee and will agree to attorn to Lessor's mortgagee (or to a transferee of Lessor) solely upon Lessor's presentation to Lessee of a fully executed non-disturbance agreement in recordable form and in form and substance reasonably satisfactory to Lessee. In the absence of such a subordination and non-disturbance agreement, this Lease shall be superior to subsequent encumbrances of the Premises.
22. **Authority to Sign and Enter Into Agreement.** Each of the undersigned directly and expressly represents and warrants that he/she has been given and has received and accepted authority to sign and execute this Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into this Agreement on behalf of such party with respect to the matters contained herein and as stated herein. Any breach of this provision will constitute an incurable event of default under this Agreement entitling the non-breaching Party to, among other things, immediately terminate this Agreement without penalty or further obligation hereunder.
23. **General Provisions.**
- (a) This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties. This Lease sets forth the entire agreement between Lessor and Lessee, and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.
 - (b) This Lease shall be governed by, and construed in accordance with, the laws of the state in which the Premises is located, without regard to its choice or conflict of laws provisions.
 - (c) This Lease shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors and assigns.
 - (d) Words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.
 - (e) The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.
 - (f) The relationship between Lessor and Lessee at all times shall remain solely that of Lessor and Lessee and shall not be deemed a partnership or joint venture.
 - (g) In case any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 - (h) The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
 - (i) At the request of either Lessor or Lessee, the parties hereto shall execute a short form memorandum of this Lease in recordable form setting forth a description of the Land, the Term hereof, and such

other provisions hereof as Lessor and Lessee shall agree upon. The party requesting such short form Lease may record same, and, after recording, a photocopy of the recorded document shall be delivered to the other party.

- (j) Each of Lessor and Lessee acknowledges and agrees with the other party that it has not dealt with any real estate broker, agent or finder in connection with this transaction, the commissions of which shall be a charge against the other party hereto or the Premises.
- (k) Lessor and Lessee agree to execute and deliver to each other, within ten (10) days after request by the other party, a certificate evidencing:
 - i. whether or not this Lease is in full force and effect;
 - ii. whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any;
 - iii. whether or not there are existing defaults hereunder to the knowledge of the party executing such certificate, and specifying the nature of such defaults, if any; and
 - iv. such other matters as may be reasonably requested by the other party.
- (l) This Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, and neither party shall assign, delegate or subcontract this Agreement or the performance of the services to be performed by such party hereunder, or any part thereof, to any other person without the prior written consent of the other party. Notwithstanding the foregoing, and with prior approval of Lessor, not to be substantially delayed, withheld or denied, this Agreement may be assigned to any corporation or other entity of any kind succeeding to the business of the assigning party in connection with the merger, consolidation or transfer of all or substantially all of the assets and business of the assigning party to such successor. This Agreement may also be assigned to any subsidiary or parent corporation or other affiliate of the assigning party. In such circumstances, the assigning party shall notify the other party of such assignment no later than thirty (30) days after closure of the transaction resulting in such assignment.
- (m) Lessor shall assist and cooperate with Lessee in connection with obtaining any rezoning of the Premises, or any variances with respect thereto, as well as with obtaining any site plan approvals, grading permits, development permits, building permits, sign permits or any other permits, approvals or licenses required of or from any governmental entities or officials in connection with the development, construction and operation of the Improvements. Lessor hereby agrees to execute any applications for any such rezoning, variances, approvals, permits or licenses where reasonably required for purposes of construction of the Improvements and hereby appoints and authorizes Lessee, as Lessor's agent and attorney-in-fact, to seek, apply for and pursue such rezoning, variances, approvals, permits or licenses in the name, place and stead of Lessor, but at the sole cost and expense of Lessee.
- (n) If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Lease or the breach or alleged breach hereof, the prevailing party in any final judgment or arbitration award, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith.
- (o) This Agreement may be executed in any number of counterparts (electronically or manually), each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange and delivery of this Agreement and signed counterparts by electronic mail in "portable document format" form, or any other electronic means, including without limitation

telephonic facsimile, shall constitute effective delivery of a manually signed counterpart and may be used in lieu of the original Agreement for all purposes.

(p) Time is of the essence of this Lease.

<<Signature Page Follows>>

By signing below, each party acknowledges that each of the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

City of Keokuk, a municipal corporation

Air Evac EMS, Inc.

By: _____

By: _____

Name: Mark Smidt

Name: Tony Bonham

Title: Mayor

Title: Chief Operating Officer

E-mail: mayor@cityofkeokuk.org

E-mail: GMRLeaseManagement@gmr.net

Date: _____

Date: _____

Address for Notices:

Mandatory copy to:

City of Keokuk

Air Evac EMS, Inc.

Attn: Raymond Ott

4400 TX State Hwy 121, Suite 700

501 Main Street

Lewisville, TX, 75056

Keokuk, IA, 52632

Attn: Law Department

Email: keokukairport@cityofkeokuk.org

Email: Legal@gmr.net

Attachments:

Addendum A – Schedule

Exhibit A – Legal Description

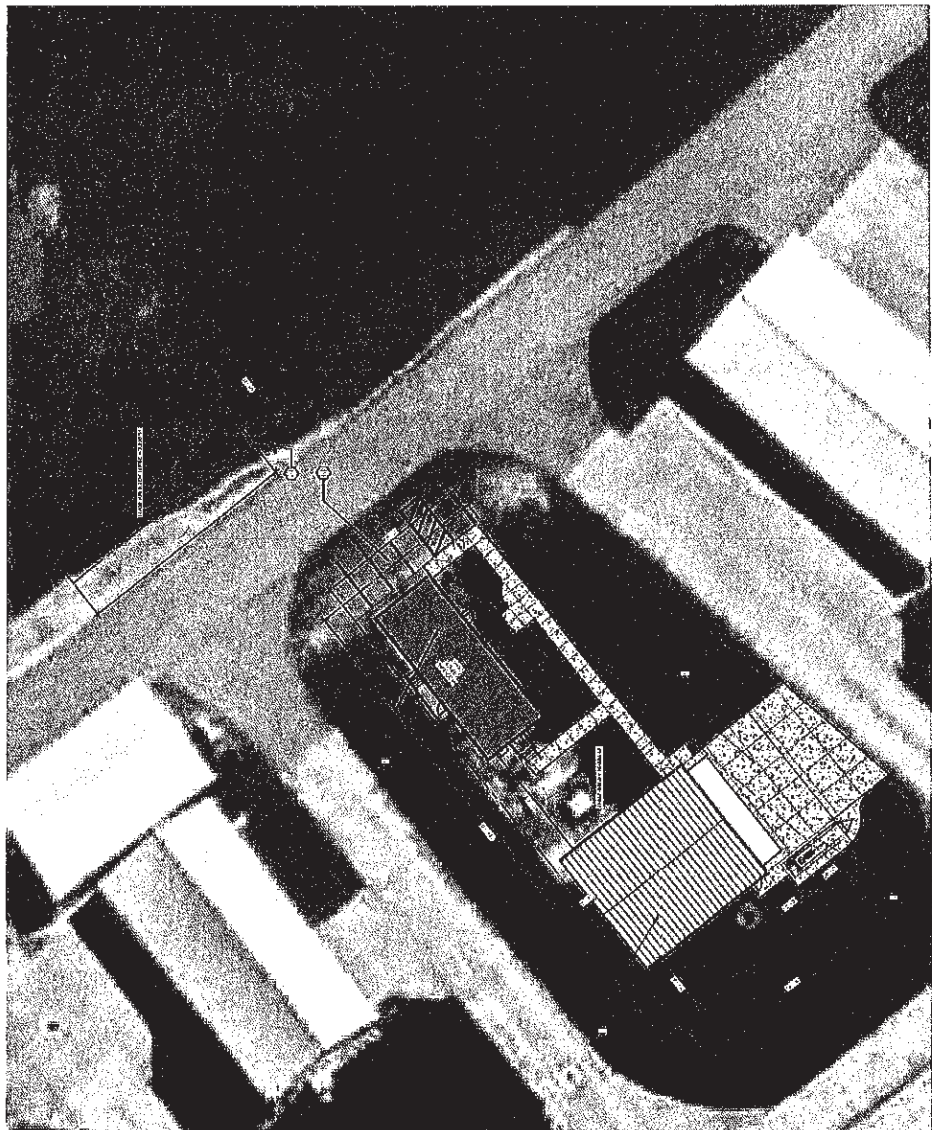
Addendum A
Schedule of Terms

1. **Term.** A term of one hundred twenty (120) full calendar months, commencing on the Effective Date, and expiring on the last day of the 120th month (the "**Initial Term**").
2. **Extension Term.** Provided that the Lease is in full force and effect, and that Lessee is not in default hereof, Upon expiration of the Initial Term, the Lease shall have the right to extend the lease term for two (2) consecutive five (5) years extensions (each an "**Extension Term**") under the same terms and conditions, except that Base Rent shall be adjusted at the commencement of each Renewal Term based on the Adjustment of Rent defined below. The Lease shall continue to renew in this manner unless and until terminated by either party upon written notice or otherwise modified by mutual written agreement.
3. **Extension Notice.** Lessee may exercise each option for each Extension Term by giving notice to Lessor ("**Extension Notice**") at least ninety (90) days prior to the end of the Initial Term or the then current Extension Term, as the case may be. Notwithstanding the failure of the Lessee to give an Extension Notice, the parties acknowledge and agree that the Lessee shall be entitled to give its Extension Notice for each additional Extension Term at any time unless the Lessor shall first give Lessee notice that the time for exercising such Extension Term has passed, in which case Lessee shall have thirty (30) days from the receipt of such notice from Lessor in which it may still give its Extension Notice and renew for the next successive Extension Term.
4. **Base Rent.** During the Initial Term, Lessee shall pay to Lessor Base Rent in the amount of **One Thousand Dollars (\$1,000.00)** per month, such Base Rent to be due and payable on the first day of each month during the Term and any Extension Term, if exercised by Lessee, at Lessor's address set forth below or at such other place as Lessor may hereafter from time to time designate in writing. Lessee shall pay a pro-rated portion of any month's rent for any month that is not a full month.
5. **Adjustment of Rent.** On each anniversary of the Commencement Date, the Base Rent payable by Lessee will be increased by three (3)%.
6. **Security Deposit.** Waived.
7. **Termination for Cause.** Lessee may terminate this Lease if Lessor breaches one or more of its obligations under this Lease such that the breach or breaches, individually or collectively, deprive the Lessee of one or more of the principal benefits of the Lease. In addition, Lessee may terminate this Lease if it ceases to provide air ambulance operations in or around the Keokuk, Lee County, Iowa area.

**Exhibit A
Legal Description
2504 340th St (Airport Rd), Keokuk, IA, 52632**

 <p>2504 340th ST KEOKUK, IOWA 52632</p>	<p>ASPI.1 ACCREDITED, LE 7444</p>	<p>GMR - AIR EVAC LIFETEAM HANGAR AND MODULAR OFFICE</p> <p>2504 340th ST KEOKUK, IOWA 52632</p>	<p>ASPI.1 ACCREDITED, LE 7444</p>
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NO.	DATE	DESCRIPTION
1	11/11/2024	ASPI.1 ACCREDITED, LE 7444
2	11/11/2024	ASPI.1 ACCREDITED, LE 7444
3	11/11/2024	ASPI.1 ACCREDITED, LE 7444
4	11/11/2024	ASPI.1 ACCREDITED, LE 7444
5	11/11/2024	ASPI.1 ACCREDITED, LE 7444
6	11/11/2024	ASPI.1 ACCREDITED, LE 7444
7	11/11/2024	ASPI.1 ACCREDITED, LE 7444
8	11/11/2024	ASPI.1 ACCREDITED, LE 7444
9	11/11/2024	ASPI.1 ACCREDITED, LE 7444
10	11/11/2024	ASPI.1 ACCREDITED, LE 7444





COUNCIL ACTION FORM

Date: Feb. 2, 2026

Presented By: Pam Broomhall/Casey Barnes

Subject: Nuisance Demolition - 727 Exchange St. Agenda Item: 14

Description:

The Keokuk City Council approved the mayor to sign a demolition contract for 727 Exchange Street

Three bids were received, low bidder was is W & S in the amount of \$12,250, W & S recently informed staff that he could not complete the demolition in a timely manner due to equipment failure.

Staff reached out to CCS who agreed to demolish the structure for the original bid amount of \$12,250 plus up to \$2000 in tipping fees.

FINANCIAL

Is this a budgeted item? YES NO

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

Amount Budgeted: \$180,000.00

Actual Cost: \$14,250.00

Under/Over: _____

Funding Sources:

Departments:

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

RESOLUTION NO.

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

WHEREAS, the City Council previously adopted Resolution No. 307-2025 accepting a bid from W & S Contracting in the amount of Twelve Thousand Two Hundred Fifty Dollars (\$12,250.00) for the demolition of a four-family dwelling located at 727 Exchange Street; and

WHEREAS, W & S Contracting has advised the City that it is unable to complete the demolition in a timely manner due to mechanical issues with equipment; and

WHEREAS, C.C.S., a local contractor that previously submitted a bid for the demolition of the property located at 727 Exchange Street, has agreed to perform the demolition for the same amount as the low bid, Twelve Thousand Two Hundred Fifty Dollars (\$12,250.00), with the City of Keokuk covering up to Two Thousand Dollars (\$2,000.00) in tipping fees;

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

That the City Council hereby accepts the bid submitted by C.C.S. in the amount of Twelve Thousand Two Hundred Fifty Dollars (\$12,250.00), authorizes the City to cover tipping fees not to exceed Two Thousand Dollars (\$2,000.00), and reauthorizes the Mayor to execute a contract for said demolition.

Passed & Approved this 5th day of February.

Mark Smidt, Mayor

Attest: _____

Celeste El Anfaoui, City Clerk

City of Keokuk Agreement

The demolition contractor, CCS Contracting for Demolition Abatement of
727 Exchange All Structures & Full Foundation Removal

Noted that foundation stones that are salvageable will be set aside for Historic
Preservation Commission

Does hereby agree to any and all of the following terms:
Abatement of Demolition all structure 727 EXCHANGE

It is agreed that the City of Keokuk is held harmless from any and all liability from work herein authorized and that the City shall be indemnified and defended by Demolition from any and all damages from the work authorized herein.

- Contractor will obtain necessary demolition permit from the City Planning Department prior to commencement of any work and will abide by all terms on said permit and as stated below:
- Type of Insurance required: (Additional Named Insured: City of Keokuk)
 - Commercial General Liability
 - Workers Compensation and Employer's Liability (state law mandated)
- All safety procedures will be observed at all times.

Work being performed at this site shall be done during daylight hours.

Prior to demolition water, sewer, electrical and gas shall be disconnected and removed from the equipment and structure(s) accordingly. The Contractor shall be responsible for coordinating with the service providers and performing all work necessary to assure that services are properly disconnected, closed and shut off.

Separate plan of action, completed water and sewer shut off and cap is completed CRB

The Contractor shall be responsible for demolition and cleanup of structures and disposal of all debris, material, and equipment in a permitted landfill and in accordance with applicable local, state, and federal laws. All structural supports, equipment pads, storage tanks, block or concrete foundation walls, Full Foundation Removal

All streets and sidewalks shall be protected during construction and swept clean on a daily basis and upon completion of the project.

The Contractor will preserve in operating condition all active utilities traversing the areas where demolition and removal work is to be done, protect manholes, catch basins, valve boxes, poles and other appurtenances. The Contractor shall repair damage to any such utility due to above stated demolition work, to the satisfaction of the City.

Repair of all damage done to sidewalks, driveways, curbs, streets, fire hydrants, street and traffic signs, light standards, or adjacent structures shall be at the contractor's expense to Sudas Specs.

Contractor must provide barricades, flashers, and other necessary safety equipment during all times of demolition and debris removal.

Existing grass, weeds and overgrowth shall be removed from the property prior to final restoration. Final restoration shall consist of seeding with a quality grass seed and site stabilization using a vegetative cover such as wheat straw or hay. The final restored site shall be free of voids and pockets and in a condition that is suitable for mowing with a push type mower.

All trash, rubbish, litter and debris found on the premises at the start of work, as well as that resulting from the demolition activities (including rubble, concrete slabs, and foundation exposed above the ground level), or deposited on the site by others during the duration of the contract, shall be removed and legally disposed of by the contractor.

The contractor must submit an original certificate of insurance and a copy of all valid permits and licenses. REGULATORY AGENCY COMPLIANCE
Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Keokuk expects that bidders will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the City of Keokuk in this area may be just cause for rejection.

Contractors are required to use the Great River Regional Waste Authority landfill in Fort Madison to dispose of the debris including any debris/material containing asbestos. Copy of the GRRWA receipts are to be given to the City of Keokuk upon completion of demolition.

If the Contractor refuses or fails to execute the work with such diligence as will ensure its completion within the time specified in these contract documents, the City, by written notice to the Contractor, may terminate the contract with the Contractor. Upon such termination the City may take over the work and execute the same to completion, by the contract or otherwise. If this

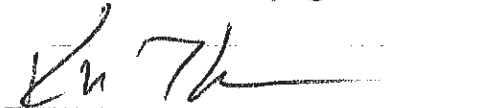
occurs, the Contractor and the Contractor's sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work. The Contractor shall also be liable to the City for the stipulated sum of Seventy-Five dollars (\$75.00) per day as liquidated damages for each calendar day of delay after the date established as the completion date until the work under the contract is completed. This money will be deducted from final payment. This cost is not a penalty but represents additional expenses to the City caused by the Contractor's delay in completing the work.

Contractor will receive for the aforementioned services the amount of Twelve Thousand and Two Fifty Hundred Dollars and No Cents (\$12,250.00) upon completion of the terms of the contract.

Addendum note original bidder withdrew experiencing mechanical issues with our equipment. The machine is not operating at full capacity, and given the depth of the basement, we have concerns that it may not be able to pull itself back out safely due to being underpowered CCS has agreed to take bid reduction from company original bid to 12,250.00 with tip fee coverage from City of Keokuk of up to Two Thousand Dollars (\$2,000). That invoice will come in separate with receipt.

The project shall be completed within (30) days, after the issuing of the demolition permit. Extensions may be considered for weather related days and approved by form of written statement.

Acceptance of Proposal: The above terms, specifications, and conditions are satisfactory and are hereby accepted. I do hereby agree to do the work as specified.



Authorized Signature

2/2/26

Date

Acceptance of Proposal: The above terms, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made after the completion of all terms as outlined above and acceptance of said work by the City.

I am hereby authorized to accept all terms of this agreement for the City of Keokuk.

Mayor Mark Smidt

Date



COUNCIL ACTION FORM

Date: 2-5-2026

Presented By: Ferneau

Subject: Resolution releasing reversionary property interest Agenda Item: 15

Description:

We received a request from River Terrace Venture LP to release a reversionary interest that was placed on their property deed by the City in 1982. The special warranty deed we provided at the time required that senior housing units be constructed on the site, or the property would revert to the City. The project was completed, and as the owners are trying to clean up the title, they would like the City to release this deed restriction from 1982. Our City Attorney, Jim Dennis, recommends taking action on the accompanying resolution to accomplish this task. The Recommend approval.

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: _____

RESOLUTION NO. _____

A RESOLUTION TO RELEASE A REVERSIONARY INTEREST IN REAL ESTATE IN BLOCK SIXTEEN OF THE ORIGINAL CITY OF KEOKUK, LEE COUNTY, IOWA.

WHEREAS, the City of Keokuk, by Special Warranty Deed, conveyed real estate described as follows:

Block Sixteen (16) in the Original City of Keokuk, Lee County, Iowa, including Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) and vacated alleys located thereon.

to River Terrace Venture, an Iowa Limited Partnership, said Deed dated April 15, 1982;

WHEREAS, the Special Warranty Deed contained a provision stating that construction of forty-six units of Low Rent Elderly Housing be built upon the real estate and construction must be commenced within twelve (12) months from the date of the Deed and, if not, said property would revert to the City of Keokuk;

WHEREAS, construction, as contemplated, in the Special Warranty Deed was commenced within the specified time period;

WHEREAS, River Terrace Venture is now selling the real estate and is requesting that the City release its reversionary interest to complete the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that the City of Keokuk is hereby authorized to release its reversionary interest in the real estate described herein.

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk be and are hereby authorized, empowered and directed to take all necessary steps and measures to release and/or convey to River Terrace Venture, an Iowa Limited Partnership, the City's reversionary interest in said real estate.

Passed this 5th day of February 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
MARK SMIDT, MAYOR

ATTEST: _____
CELESTE EL ANFAOUI, CITY CLERK

28



SPECIAL WARRANTY DEED

Know All Men by These Presents: That _____
--CITY OF KEOKUK, LEE COUNTY, IOWA, a Municipal Corporation--

_____, in consideration of the sum of
--Seventy Nine Thousand (\$79,000.00) Dollars and no/100-----
in hand paid do hereby Convey unto _____
--RIVER TERRACE VENTURE, an Iowa Limited Partnership--

Grantees' Address: 3417 North Arlington Heights Road, Arlington Heights, Illinois 60004
the following described real estate situated in _____ Lee _____ County, Iowa, to-wit:

--Block Sixteen (16) in the Original City of Keokuk, Lee County, Iowa, including Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) and vacated alleys located thereon--

Provided that in the event construction of the forty-six units of Low Rent Elderly Housing to be built on the above-described real estate under a United States Department of Housing and Urban Development Project is not commenced within twelve (12) months from the date of this Deed, this property shall revert back to and become the property of the City of Keokuk, its heirs or assigns and the purchase price of \$79,000.00 less the expenses and costs of clearing and conveying title, shall be refunded by the City of Keokuk to North American Development Corporation.--



And the Grantors do Hereby Covenant with the said Grantees and successors in interest to Warrant and Defend the said premises against the lawful claims of all persons claiming by, through or under them, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

Signed this _____ day of _____, 19 82

CITY OF KEOKUK, LEE COUNTY, IOWA

By:

J. M. Law
J. M. Law, Mayor

Attest:

J. A. Finerty
J. A. Finerty, City Clerk



STATE OF IOWA

COUNTY OF _____

On this _____ day of _____, A. D. 19____
before me, the undersigned, a Notary Public in and for said County
and State, personally appeared _____

to me known to be the identical persons named in and who executed
the foregoing instrument, and acknowledged that they executed
the same as their voluntary act and deed.

415 Blondeau St., Keokuk, IA 52632
Address of Grantor(s)

Notary Public in and for
said County and State.

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Lee COUNTY, ss:

On this 15th day of April, A.D. 1982, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared J. M. Law and

J.A. Finerty, to me personally known, who, being by me duly sworn, did say

that they are the Mayor and City Clerk respectively, of said corporation executing the within and foregoing instrument to which this is attached; that ~~(the seal has been procured by the said corporation)~~ that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said)

said corporation by authority of its City Council ~~Board of Directors~~; and that the said J. M. Law

and J. A. Finerty as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Thomas D. Marion
Notary Public in and for said County and State.

IOWA STATE BAR ASSOCIATION
Official Form No. 12 (Revised and Reclassified, State of Iowa, 1987)
Current January, 1981

Obtain 250.00 and 500.00. Each of Iowa