

**AGENDA**  
**CITY COUNCIL MEETING**  
**March 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 February 19, 2026;
  - Minutes of the Civil Service Commission meeting of February 20, 2026;
  - Certified List of the Fire Department as eligible for promotion to the rank of Assistant Chief;
  - Resolution setting a public hearing and approving the release of plans and specifications for public bidding for site demolition and contaminated soil removal at the former Elkem Site, Plat 1.
  - Resolution setting a public hearing and approving the release of plans and specifications for public bidding for site demolition and contaminated soil removal at the former Elkem Site, Auditor's Parcel D.
  - Resolution setting a date for public hearing for the Keokuk Municipal Airport Taxiway A & D Lighting Project;
  - Resolution approving a Liquor License for L. Treyns, 11008 Main Street, Class C Retail Alcohol License – effective March 15, 2026;
  - Resolution approving a Liquor License for Home Town Wine & Spirit, 1501 Main Street, Class E Retail Alcohol License – effective March 28, 2026;
  - Resolution approving a Liquor License for Site Food Mart, 1301 Main Street, Class E Retail Alcohol License – effective March 21, 2026;
  - Approve Cigarette/Tobacco License for Site Food Mart, 1301 Main Street, February 20-June 30, 2026;
  - Motion to pay bills and transfers listed in Register No.'s 5527-5528;
7. (a) Now is the time and place for a public hearing on the proposal to enter into a Development Agreement with Main Street Keokuk, Inc. A public hearing notice was published in the Daily Gate City on February 27, 2026.  
  
(b) Consider resolution approving and authorizing execution of a Development Agreement by and between the City of Keokuk and Main Street Keokuk, Inc.
8. Motion to approve the second reading of Ordinance amending the Official Map of the City of Keokuk, Iowa, by rezoning certain real property from "R-1" single-family dwelling district and "C-2" General Commercial District to "M-2" Heavy Industrial District, subject to conditions and a Conditional Rezoning Agreement.
9. Consider resolution approving termination of hiring freeze.
10. Consider resolution setting the 2026 Aquatic Center rates.
11. Consider resolution accepting demolition bids and authorizing the Mayor to sign demolition contracts for 1016 High Street and 1118 Blondeau Street.
12. Council Liaison Reports:
13. Staff Reports:
14. New Business:
15. Adjourn Meeting.

**MINUTES**  
**CITY COUNCIL MEETING**  
**February 19, 2026**  
**501 Main Street**  
**5:30 P.M.**

The City Council of the City of Keokuk met in regular session on February 19, 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, Matt VanBerkum, Steve Andrews, Roger Bryant, and Michael Greenwald were present. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Community Development Director Pam Broomhall, Chief of Police Zeth Baum, and Waste Water Treatment Plant Manager Tom Wills.

**MAYOR’S REPORT:** Provided an update on Insight’s construction plans and the \$125,000 grant received in connection with the development of a Rural Emergency Hospital.

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

- Minutes of the Regular Council meeting of February 5, 2026;
- Minutes of the Special Council Budget meeting of February 12, 2026;
- Cash Receipts & Treasurers Report for January 2026;
- **RESOLUTION NO. 36-2026:** Setting a public hearing on proposed Property Tax Levy;
- **RESOLUTION NO. 37-2026:** Fixing a date for a public hearing on the proposal to enter into a Development Agreement with Main Street Keokuk, Inc., and providing for publication of notice thereof;
- **RESOLUTION NO. 38-2026:** Approving a Liquor License for Hampton Inn Keokuk, 3201 Main Street, Class B Retail Alcohol License – effective March 11, 2026;
- Motion to pay bills and transfers listed in Register No.’s 5524-5526;

Mayor Smidt opened the public hearing at 5:34 p.m. on the Authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City Thereunder; \$500,000 General Obligation Capital Loan Notes (ECP-1). A public hearing notice was published in the Daily Gate City on February 7, 2026.

**COMMENTS:** Ferneau gave overview of notes and for what the money would be used.

There being no further comments or objections on the matter, Mayor Smidt closed the public hearing at 5:38 p.m.

Motion made by Greenwald, second by Mahoney to approve the following proposed **RESOLUTION NO. 39-2026:** “A RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION CAPITAL LOAN NOTES.” (9) AYES, (0) NAYS. Motion carried.

Mayor Smidt opened the public hearing at 5:40 p.m. on the authorization of a Loan Agreement and the issuance of Notes to Evidence the Obligation of the City Thereunder; \$525,000 General Obligation Capital Loan Notes (GCP-2). A public hearing notice was published in the Daily Gate City on February 7, 2026.

**COMMENTS:** Ferneau gave overview and explained these notes would be repaid with Local Option Sales Tax funds.

There being no further comments or objections on the matter, Mayor Smidt closed the public hearing at 5:42 p.m.

Motion made by Walker, second by Dade to approve the following proposed **RESOLUTION NO. 40-2026:** “A RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$525,000 GENERAL OBLIGATION CAPITAL LOAN NOTES.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Matlick to approve the following proposed **RESOLUTION NO. 41-2026:** “A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2026. AND LEVYING A TAX FOR THE PAYMENT THEREOF.” (9) AYES, (0) NAYS. Motion carried.

Mayor Smidt opened the public hearing at 5:44 p.m. for disposal of 116 N. 7<sup>th</sup> Street. A public hearing notice was published in the Daily Gate City on February 13, 2026.

**COMMENTS:** Broomhall gave overview, Ferneau explained the development agreement, and Tim Peevler explained plans Keokuk Neighborhood Initiative has for the property.

There being no further comments or objections on the matter, Mayor Smidt closed the public hearing at 5:52 p.m.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 42-2026:** “A RESOLUTION AUTHORIZING THE DISPOSAL OF CITY-OWNED REAL ESTATE LOCATED AT 116 N. 7<sup>TH</sup> STREET AND APPROVING THE PREPARATION OF A DEVELOPMENT AGREEMENT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by VanBerkum, second by Matlick to approve the initial reading of Ordinance amending the Official Map of the City of Keokuk, Iowa, by rezoning certain real property from “R-1” single-family dwelling district and “C-2” General Commercial District to “M-2” Heavy Industrial District, subject to conditions and a Conditional Rezoning Agreement.

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

Motion made by VanBerkum, second by Bryant to waive the second & third reading.

Roll Call Vote: AYES – Marshall, Matlick, VanBerkum. NAYS – Walker, Mahoney, Dade, Andrews, Bryant, and Greenwald. (3) AYES, (6) NAYS. Motion failed.

Motion made by Greenwald, second by Mahoney to approve the following proposed **RESOLUTION NO. 43-2026:** “A RESOLUTION AUTHORIZING THE PURCHASE OF FIVE GAS DETECTION MONITORS FOR USE BY THE WATER RESOURCE RECOVERY FACILITY.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Dade to approve the following proposed **RESOLUTION NO. 44-2026:** “A RESOLUTION FOR THE APPROVAL OF ONE CHANGE TO NEW RATES AND FEES

FOR SERVICES AND INTERMENTS AT OAKLAND CEMETERY.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Greenwald to approve the following proposed **RESOLUTION NO. 45-2026**: “A RESOLUTION ALLOWING THE MAYOR TO ENTER IN AN AGREEMENT WITH AHLERS & COONEY FOR LEGAL SERVICES RELATED TO A DEVELOPMENT AGREEMENT WITH MAIN STREET KEOKUK, INC.” (9) AYES, (0) NAYS. Motion carried.

Roslyn Garcia presented the Historic Preservation Commission’s annual report required to maintain Certified Local Government (CLG) status.

Motion by Greenwald, second by Dade, to approve acceptance of the Historic Preservation Commission annual report. (9) AYES, (0) NAYS. Motion carried.

**STAFF REPORTS:** Broomhall reported on Planning Commission activities and provided an overview of the roof issues at the animal shelter/sewer building. Ferneau elaborated on the situation, noting that other contractors have indicated the roof would need to be replaced rather than repaired. He also stated that the City will consult with its insurance provider to determine whether coverage may apply related to the original contractor and the adequacy of the completed work.

Motion made by Dade, second by Matlick to adjourn the meeting at 6:46 p.m.

**CITY OF KEOKUK**

**CIVIL SERVICE COMMISSION**

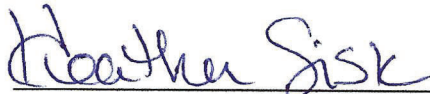
**February 20, 2026**

The Keokuk Civil Service Commission met on February 20<sup>th</sup>, 2026, at 2:30 p.m. at Keokuk City Hall-Keokuk, Iowa. Commissioners present for the meeting were Heather Sisk and Shirlee Laubersheimer, Celeste El Anfaoui, clerk was also present. The purpose of the meeting was to certify promotional level test results for the Keokuk Fire Department. The Keokuk Fire Department assistant chief promotional testing took place on February 3rd, 2026. We hereby certify the following list of candidates (listed in order by highest score) eligible for promotion to the rank of assistant chief in the Keokuk Fire Department.

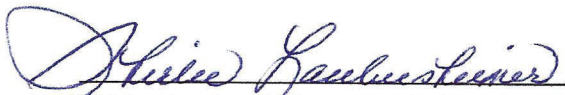
1. Joe McNally
2. Nate Ames
3. Jason Crew
4. Damon Cackley

With no further business, the meeting adjourned at 2:35 p.m.

Respectfully submitted by:



Heather Sisk, Keokuk Civil Service Commissioner



Shirlee Laubersheimer, Keokuk Civil Service Commissioner

**CIVIL SERVICE COMMISSION  
CITY OF KEOKUK  
February 20, 2026**

AS A RESULT OF THE **FIRE DEPARTMENT** PROMOTIONAL EXAMINATION CONDUCTED ON February 3rd, 2026 THE CIVIL SERVICE COMMISSION HEREBY SUBMITS THE FOLLOWING CANDIDATES (LISTED IN ORDER BY HIGHEST SCORE) AS ELIGIBLE FOR PROMOTION TO THE RANK OF:

**ASSISTANT CHIEF**

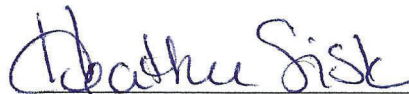
Joe McNally

Nate Ames

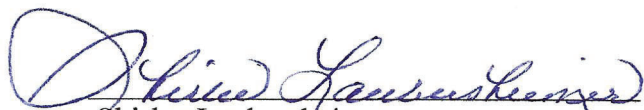
Jason Crew

Damon Cackley

Dated at Keokuk, Iowa this 20th day of February, 2026



Heather Sisk,  
Keokuk Civil Service Commission



Shirlee Laubersheimer,  
Keokuk Civil Service Commission



# COUNCIL ACTION FORM

Date: March 5, 2026

Presented By: Ferneau

Subject: Site Demo/soil removal at Elkem Site Agenda Item: Consent Agenda

## Description:

Clean-up work at the former Elkem Site, our Brownfields project, is progressing. Removal of approximately 25 barrels on the property have been removed. Asbestos removal is nearly complete. The next step in the cleanup process is the structural demolition and soil removal/replacement on the site. Work will occur on property associated with both of the first two grants, for Plat 1 as well as Auditor's Parcel D site. We are looking to set a public hearing on the proposed work for the April 2, 2026 Council meeting, with site demolition and soil replacement anticipated to be completed by August 2026. The Resolutions under consideration will approve the scope of work, the form of contract to be entered, authorize the City to go out for bid on the project work, and set a public hearing to consider the project for the April 2, 2026 Council meeting. The work to be performed is within the scope of work envisioned to be completed by the EPA grants awarded to the City, and expenses will be covered by the respective grants for each of the property sites. There are two separate resolutions for this project, recognizing that the work is divided between two separate grants for Plat 1 and Auditor's Parcel D respectively. Recommend approval of the Resolution.

## FINANCIAL

Is this a budgeted item? YES  NO

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

Amount Budgeted: 2,000,000

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

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

### Funding Sources:

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

### Departments:

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

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



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

**A RESOLUTION SETTING A PUBLIC HEARING AND APPROVING THE  
RELEASE OF PLANS AND SPECIFICATIONS FOR PUBLIC BIDDING FOR  
SITE DEMOLITION AND CONTAMINATED SOIL REMOVAL AT THE  
FORMER ELKEM SITE, PLAT 1**

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

**WHEREAS**, part of the cleanup process for Plat 1 of the Former Elkem Site involves demolition activities and contaminated soil removal and disposal; and

**WHEREAS**, a public hearing must be held prior to award of the contract on the proposed plans, specifications, form of contract, and estimate of cost to perform demolition activities and contaminated soil removal on Plat 1; and

**WHEREAS**, the City Council of the City of Keokuk, Iowa has heretofore given preliminary approval to the plans and specifications (“Contract Documents”) for the demolition activities and contaminated soil removal and disposal at the former Elkem Site for Plat 1 (“Project”).

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

**Section 1.** The contract documents referred to in the preamble hereof are hereby preliminarily approved for release, and the Project, as provided in the Contract Documents, is necessary and desirable.

**Section 2.** A public hearing shall be held on April 2, 2026 at 5:30 PM at City Hall, 501 Main Street, Keokuk, Iowa.

**Section 3.** The City Clerk is hereby authorized and directed to publish notice of said public hearing on the contract documents for the project in a newspaper of general circulation in the city, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing.

**Section 4.** The amount of the bid security to accompany each bid is hereby fixed at 5% of the total amount of the bid.

**Section 5.** The City Clerk is hereby directed to give notice of the bid letting for the project by posting notice in each of the following places: (i) on the City of Keokuk website; (ii) Iowa League of Cities Classified website; (iii) in any relevant contractor plan room services or construction lead generating service websites with statewide circulation.

**Section 6.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

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Mayor – Mark Smidt

ATTEST:

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City Clerk, Celeste Anfaoui

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

**A RESOLUTION SETTING A PUBLIC HEARING AND APPROVING THE  
RELEASE OF PLANS AND SPECIFICATIONS FOR PUBLIC BIDDING FOR  
SITE DEMOLITION AND CONTAMINATED SOIL REMOVAL AT THE  
FORMER ELKEM SITE, AUDITOR'S PARCEL D**

**WHEREAS**, the City of Keokuk, Iowa was awarded an Environmental Protection Agency cleanup grant at the Former Elkem Site for Auditor's Parcel D (4B96716601); and

**WHEREAS**, part of the cleanup process for Auditor's Parcel D of the Former Elkem Site involves demolition activities and contaminated soil removal and disposal; and

**WHEREAS**, a public hearing must be held prior to award of the contract on the proposed plans, specifications, form of contract, and estimate of cost to perform demolition activities and contaminated soil removal on Auditor's Parcel D; and

**WHEREAS**, the City Council of the City of Keokuk, Iowa has heretofore given preliminary approval to the plans and specifications ("Contract Documents") for the demolition activities and contaminated soil removal and disposal at the former Elkem Site for Auditor's Parcel D ("Project").

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

**Section 1.** The contract documents referred to in the preamble hereof are hereby preliminarily approved for release, and the Project, as provided in the Contract Documents, is necessary and desirable.

**Section 2.** A public hearing shall be held on April 2, 2026 at 5:30 PM at City Hall, 501 Main Street, Keokuk, Iowa.

**Section 3.** The City Clerk is hereby authorized and directed to publish notice of said public hearing on the contract documents for the project in a newspaper of general circulation in the city, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing.

**Section 4.** The amount of the bid security to accompany each bid is hereby fixed at 5% of the total amount of the bid.

**Section 5.** The City Clerk is hereby directed to give notice of the bid letting for the project by posting notice in each of the following places: (i) on the City of Keokuk website; (ii) Iowa League of Cities Classified website; (iii) in any relevant contractor plan room services or construction lead generating service websites with statewide circulation.

**Section 6.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

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Mayor – Mark Smidt

ATTEST:

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City Clerk, Celeste Anfaoui

**RESOLUTION NO.**

**A RESOLUTION SETTING A DATE FOR PUBLIC HEARING FOR THE  
KEOKUK MUNICIPAL AIRPORT TAXIWAY A & D LIGHTING PROJECT**

**WHEREAS** the Federal Aviation Administration has determined that there is a need to improve the Taxiway A & D Lighting System at the Keokuk Municipal Airport; and

**WHEREAS** funding for this project is being provided by the FAA at 95% funding with a 5% local match; and

**WHEREAS** McClure Engineering has been retained to complete the plans, specifications, and estimate of costs for the project; and

**WHEREAS** the City Council of the City of Keokuk, hereby establishes the following schedule for the proposed project: opening of bids scheduled for March 11, 2026, at 1:30 P.M. at Keokuk City Hall; publish Notice of Hearing in newspaper on March 12, 2026; that the public hearing shall be held on March 19, 2026; and review and award of the contract to take place on March 19, 2026.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA**, that the public hearing on the proposed plans, specifications, form of contract, estimate of costs and award of contract for the Keokuk Municipal Airport Taxiway A & D Lighting Project be set for March 19, 2026.

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

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Mayor –Mark Smidt

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Attest – Celeste El Anfaoui

**RESOLUTION NO.**

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR  
L. TREYNS**

**WHEREAS**, Application has been made by Larry Roberts Jr. for a Class C Retail Alcohol License for L. Treyns with Outdoor Service, 1108 Main Street; **AND**

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

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

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

**THAT**, Larry Roberts Jr. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License with Outdoor Service for L. Treyns, 1108 Main Street, effective March 15, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

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

CITY OF KEOKUK, LEE COUNTY, IOWA

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

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

**RESOLUTION NO.**

**A RESOLUTION APPROVING A CLASS E RETAIL ALCOHOL LICENSE FOR HOME TOWN WINE & SPIRITS, 1501 MAIN STREET**

**WHEREAS**, Application has been made by JSK Retail, Inc. for a Class E Retail Alcohol License for Home Town Wine & Spirits, 1501 Main Street; **AND**

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

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

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

**THAT**, V's Restaurant & Brewpub Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Retail Alcohol License for Home Town Wine & Spirits, 1501 Main Street, effective March 28, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

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

CITY OF KEOKUK, LEE COUNTY, IOWA

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

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

**RESOLUTION NO.**

**A RESOLUTION APPROVING A CLASS E RETAIL ALCOHOL LICENSE FOR  
SITE FOOD MART, 1301 MAIN STREET**

**WHEREAS**, Application has been made by Amitoj Inc. for a Class E Retail Alcohol License for Site Food Mart, 1301 Main Street; **AND**

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

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

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

**THAT**, Amitoj Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Retail Alcohol License for Site Food Mart, 1301 Main Street, effective March 21, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

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

CITY OF KEOKUK, LEE COUNTY, IOWA

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

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



< CITY OF KEOKUK

## Retail Tobacco License Review

CITY OF KEOKUK

1908371807



Application Information

### Legal Ownership Information

|  |                                     |
|--|-------------------------------------|
| Name of sole proprietor, partnership, corporation, LLC, or LLP | : AMITJO INC                        |
| Type of ownership  | : Corporation                       |
| Primary office address   | : 1301 MAIN ST KEOKUK IA 52632-4344 |
| Legal Ownership Phone  | : 309-868-3301                      |
| Legal Ownership Fax  | : 309-682-3186                      |
| Legal Ownership Email  | : sitefoodmart@outlook.com          |

### Application Information

|                             |                                     |
|-----------------------------|-------------------------------------|
| Sales and Use Permit Number | : 156014277                         |
| Location Name               | : SITE FOOD MART                    |
| Location Phone Number       | : 309-868-3301                      |
| Location Address            | : 1301 MAIN ST KEOKUK IA 52632-4344 |
| Location Mailing Address    | : 1301 MAIN ST KEOKUK IA 52632-4344 |
| Renewal                     | : No                                |

Start Date : 20-Feb-2026  
End Date : 30-Jun-2026  
License Fee : 37.50  
Types of Sales : Over the Counter  
Type of Establishment : Convenience store/gas station  
Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products  
Do you intend to make retail sales to ultimate consumers? : Yes  
Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Ownership Details

| Owner          | Position | Single Line Address       |
|----------------|----------|---------------------------|
| SINGH, DARBARA |          | 2425 W IMPERIAL DR PEORIA |

## Suppliers List

Amcon

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

|         |      |
|---------|------|
| Approve | Deny |
|---------|------|

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF MARCH 5, 2026.

**REGISTER NO. 5527**

|                                |                                 |               |
|--------------------------------|---------------------------------|---------------|
| AHLERS & COONEY, P.C.          | PROFESSIONAL SERVICES           | \$ 1,498.50   |
| JIM BAIER, INC                 | PARTS                           | \$ 60.56      |
| RIVER CITY PARTS, INC.         | PARTS                           | \$ 49.50      |
| KERR FABRICATORS, INC.         | FAB WORK                        | \$ 204.00     |
| ACCESS SYSTEMS                 | SERVICE                         | \$ 313.46     |
| MICROBAC LABORATORIES, INC     | WPC TEST SAMPLES                | \$ 3,193.75   |
| TASKE FORCE, INC.              | SERVICE                         | \$ 5,608.73   |
| MCFARLAND-SWAN OFFICE CITY     | SUPPLIES                        | \$ 120.55     |
| MIDLAND SCIENTIFIC, INC        | LAB SUPPLIES WPC                | \$ 190.18     |
| SHOEMAKER & HAALAND            | PROFESSIONAL SERVICES           | \$ 458.20     |
| MODJESKI & MASTERS, INC.       | BRIDGE INSPEC.THRU JAN25,2026   | \$ 1,160.00   |
| VAN METER INDUSTRIAL           | PARTS/SUPPLIES                  | \$ 31.46      |
| SOUTHEASTERN COMMUNITY COLLEGE | SAFETY TRAINING CLASSES         | \$ 790.00     |
| HUFFMAN MACHINE & WELDING, INC | SUPPLIES/PARTS                  | \$ 444.99     |
| GABE ROSE                      | REIMB.TRAVEL EXPENSES KFD       | \$ 31.67      |
| DEPARMMENT OF INSPECTIONS,     | BOILER INSPEC/CERT FEE GRANDTH  | \$ 405.00     |
| R.L. HOENER COMPANY            | PARTS/LABOR/MILEAGE BULK FUEL   | \$ 986.79     |
| TRI STATE WINDOW & POOL, INC   | 16GAL LIQUID CHLORINE WWTP      | \$ 96.00      |
| NORTH CENTRAL LABORATORIES     | LAB SUPPLIES WRRF               | \$ 67.39      |
| KNAPHEIDE TRUCK EQ CENTER      | PARTS BRIDGE & PARKS DEPT.      | \$ 2,201.48   |
| IOWA PRISON INDUSTRIES         | SIGNS RUT                       | \$ 1,022.34   |
| INGRAM LIBRARY SERVICES        | BOOKS KEOKUK PUBLIC LIBRARY     | \$ 94.48      |
| TERMINAL SUPPLY CO.            | CABLE TIES/METAL CLAMPS VHMAIN  | \$ 57.11      |
| USA BLUE BOOK                  | SUPPLIES WWTP                   | \$ 90.36      |
| FERGUSON ENTERPRISES LLC #1657 | CREDIT ON ACCOUNT               | \$ (470.20)   |
| KEOKUK FARM & HOME SUPPLY      | SUPPLIES                        | \$ 778.38     |
| WISS & WISS EQUIPMENT INC.     | PARTS BRIDGE                    | \$ 121.40     |
| DISCOUNT TIRE & SERVICE        | TIRES BRIDGE DEPT.              | \$ 524.00     |
| INTOXIMETERS, INC.             | SUPPLIES KPD                    | \$ 135.00     |
| O'REILLY AUTOMOTIVE INC.       | PARTS                           | \$ 1,205.37   |
| MEDIACOM                       | SERVICE                         | \$ 221.30     |
| PAM BROOMHALL                  | REIMB.SUPPLIES FOR CITY HALL    | \$ 88.09      |
| AMSTED RAIL COMPANY, INC.      | FRANCHISE FEE REBATE            | \$ 36,524.16  |
| HILL'S PET NUTRITION SALES,INC | ANIMAL CONTROL SUPPLIES         | \$ 8.45       |
| DRAKE-SCRUGGS EQUIPMENT, INC.  | ROAD SERVICE LABOR              | \$ 1,548.29   |
| NEWSBANK INC.                  | LIBRARY SUBSCRIPTION DAILY GATE | \$ 574.00     |
| RNJ'S DISTRIBUTION INC.        | WATER + FUEL SURCHARGE          | \$ 33.50      |
| LIBERTY UTILITY IOWA           | SERVICE                         | \$ 4,589.12   |
| BANNER FIRE EQUIPMENT, INC.    | PMNT 2025 E-ONE CYCLONE 2 KFD   | \$ 354,343.14 |
| INTERSTATE BILLING SERVICE,INC | CONTROL-CAB HVAC SANITATION     | \$ 998.95     |

**REGISTER NO. 5528**

|                               |                                |    |            |
|-------------------------------|--------------------------------|----|------------|
| BLACKHAWK                     | SUPPLIES KEOKUK PUBLIC LIBRARY | \$ | 38.94      |
| KIESLER'S POLICE SUPPLY, INC. | SERVICE KEOKUK POLICE DEPT.    | \$ | 4,457.10   |
| COMMERCIAL CONTRACTING        | CONTRACT WORK                  | \$ | 84,756.00  |
| ICONNECTYOU                   | SERVICE                        | \$ | 718.09     |
| STEVEN R LONG                 | CITY HALL JANITORIAL SERVICE   | \$ | 600.00     |
| MCCLURE ENGINEERING CO        | SERVICE KEOKUK MUN. AIRPORT    | \$ | 13,262.19  |
| QUADIENT, INC.                | POSTAGE METER LEASE            | \$ | 75.00      |
| SHARED IT INC                 | IT SERVICES FIRE DEPT.         | \$ | 95.00      |
| NAPA AUTO PARTS               | PARTS PUBLIC WORKS #83         | \$ | 116.96     |
| SCOTT'S ULTRA CLEAN LLC       | JANITOR SERV.MARCH2026 LIBRARY | \$ | 1,375.00   |
| BENJAMIN SPARROW              | GRAND THEATER JANITORIAL       | \$ | 325.00     |
| INFOSEND, INC                 | GARBAGE PICKUP INSERTS         | \$ | 612.26     |
| ELITE LAWN AND LANDSCAPE LLC  | NUISANCE CLEANUPS              | \$ | 820.00     |
| ACCESS SYSTEMS LEASING        | SERVICE @ LIBRARY              | \$ | 182.35     |
| CENGAGE LEARNING INC./GALE    | SUPPLIES KEOKUK PUBLIC LIBRARY | \$ | 184.39     |
| MICHELLE MORTIMER             | GRAND THEATRE MANAGER FEE      | \$ | 400.00     |
| ALPHA ACCESSORIES             | ACCESSORIES KEOKUK FIRE DEPT.  | \$ | 5,248.50   |
| VIKING AGGREGATES, INC.       | FILL SAND WASHED SNOW REMOVAL  | \$ | 730.14     |
| ACCESS SYSTEMS LEASING        | SERVICE KEOKUK POLICE DEPT.    | \$ | 279.10     |
| ETHAN FAETH                   | FORD SUPER DUTY 8'BED2011-2016 | \$ | 1,500.00   |
|                               |                                | \$ | 536,175.47 |



# COUNCIL ACTION FORM

Date: March 5, 2026

Presented By: Ferneau

Subject: Public Hearing and Development Agreement Main Street Agenda Item: 7 a & b

## Description:

Main Street Keokuk, Inc. was awarded an Emergency Catalyst Grant from the State of Iowa in 2024. As part of the original application, the City agreed to provide a local match in the form of a Tax Abatement through our Urban Revitalization Area (URA) Plan. While this agreement stated Tax Abatement, the URA structure formally allows for Tax Increment Funds (TIF) to be used in the form of a tax rebate. Keokuk has historically provided a 5 year, 90% tax rebate as local matches to this type of a renovation project. SEIRPC was working with City staff on this issue during the early part of 2025 with a previous administration, which now needs to be completed to allow Main Street Keokuk, Inc. to receive its grant funds. The enclosed agreement with Ahlers and Cooney will allow them to construct an appropriate Development agreement with Main Street Keokuk, Inc. that is appropriate for filing under the City's TIF program. They will also ensure that the obligation will be properly filed with state and federal regulating institutions such as the Securities and Exchange Commission. Subsequent steps will include holding a public hearing on the proposed development agreement and approving the agreement after that public hearing.

## FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 001-640-6411 Title: Legal Services

Amount Budgeted: 230,000

Actual Cost: approximately \$2,500

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

### Funding Sources:

General Fund \_\_\_\_\_  
\_\_\_\_\_

### Departments:

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

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



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

**RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY  
AND BETWEEN THE CITY OF KEOKUK AND MAIN  
STREET KEOKUK, INC.**

**WHEREAS**, by Resolution No. 96-08, adopted April 24, 2008, this Council approved and adopted the Amended and Restated Twin Rivers Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Twin Rivers Urban Renewal Area ("Area" or "Urban Renewal Area"), combining the Keokuk Senior Housing Limited Partnership Development Urban Renewal Area, the Downtown Urban Renewal Area, and the North Main Street Urban Renewal Area, together with additional property, with the Twin Rivers Urban Renewal Area of the City of Keokuk, Iowa; and

**WHEREAS**, the Plan has subsequently been amended multiple times, lastly by the adoption of Amendment No. 8 to the Plan, adopted by Resolution No. 275-2025 on September 4, 2025; and

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

**WHEREAS**, the City has received a proposal from Main Street Keokuk, Inc. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the renovation of Existing Buildings to include converting unused upper story space into 2 residential rental units and conversion of main floor space into two white boxed commercial spaces, together with all related site improvements, as outlined in the proposed Agreement; and

**WHEREAS**, the Iowa Economic Development Authority ("IEDA") has awarded the City a Community Catalyst and Remediation Grant in the amount of \$100,000 for the redevelopment and rehabilitation of the Development Property ("Catalyst Grant") subject to the terms of a grant agreement between IEDA and the City (Award No. 25-CTBF-DSTR-05) (the "Catalyst Agreement"); and

**WHEREAS**, as a local match to the Catalyst Grant incentives, the City proposes to provide up to five (5) consecutive annual Blight Remediation Grants to Developer, with each Blight Remediation Grant equal to 90% of the Tax Increment generated by the construction of the Minimum Improvements (above the January 1, 2021 assessed value of the Development Property) and collected pursuant to Iowa Code Section 403.19, beginning in Fiscal Year 2028-2029 and ending after (i) five (5) annual Blight Remediation Grants have been paid, (ii) the amount paid as Blight Remediation Grants totals \$75,000, or (iii) the Agreement is terminated pursuant to its terms, whichever is sooner, all subject to the terms and conditions set forth in the Agreement; and

**WHEREAS**, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to

appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

**WHEREAS**, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

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

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

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

**PASSED AND APPROVED** this 5<sup>th</sup> day of March 2026.

---

Mark Smidt, Mayor

ATTEST:

---

Celeste El Anfaoui, City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF LEE )

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

WITNESS my hand and the seal of the Council hereto affixed this 5<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
City Clerk, City of Keokuk, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF KEOKUK, IOWA

AND

MAIN STREET KEOKUK, INC. (MSKI)

\_\_\_\_\_, 2026

AGREEMENT  
FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called “Agreement”), is made on or as of \_\_\_\_\_, 2026, by and among the CITY OF KEOKUK, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2025, as amended (the “Urban Renewal Act”), and MAIN STREET KEOKUK, INC., an Iowa non-profit corporation having offices for the transaction of business at 1026 Main Street, Keokuk, Iowa 52632 (the “Developer”). The City and Developer are Parties to this Agreement.

WITNESSETH:

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

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

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

WHEREAS, Developer intends to cause certain improvements to the Existing Buildings on the Development Property (the “Minimum Improvements”); and

WHEREAS, the Iowa Economic Development Authority (“IEDA”) has awarded the City an Emergency Community Catalyst and Remediation Grant in the amount of One Hundred Thousand Dollars (\$100,000.00) for the redevelopment and rehabilitation of the Development Property via Agreement No. 25-CTBF-DSTR-05 (the “Catalyst Grant”) subject to the terms of the “Catalyst Agreement” attached hereto as Exhibit F; and

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

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

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Base Value means \$23,090 (\$12,040 for 1114 Main Street and \$11,050 for 1116 Main Street), the assessed value of the Development Property and Existing Buildings as of January 1, 2021.

Blight Remediation Grants means the payments to be made by the City to Developer under Section 8.1 of this Agreement.

Catalyst Agreement means agreement number 25-CTBF-DSTR-05 between the City and the IEDA in the form attached hereto as Exhibit F.

Catalyst Grant means the funds made available to the City by the IEDA under the terms of the Catalyst Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Keokuk, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2025, as amended.

Commencement Date means the date of this Agreement, which shall be the date the Agreement is signed by both parties.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer for the Minimum Improvements on the Development Property referred to in Article III.

County means Lee County, Iowa, or any successor to its functions.

Developer means MAIN STREET KEOKUK, INC. and its permitted successors and assigns.

Development Property means that portion of the Twin Rivers Urban Renewal Area described in Exhibit A.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Existing Buildings means the existing structures on the Development Property as of the Commencement Date.

IEDA means the Iowa Economic Development Authority.

Indemnified Parties means the City and the governing body members, officers, agents, servants and employees thereof.

Minimum Improvements means the construction of improvements to the Existing Buildings more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

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

Project shall mean the construction of the Minimum Improvements and the other obligations of the Developer described in this Agreement.

Redeveloped Buildings means the structures on the Development Property after completion of the Minimum Improvements.

State means the State of Iowa.

Tax Increments means the property tax revenues from the increased value of the Development Property and Redeveloped Buildings above the Base Value caused by completion of the Minimum Improvements and divided and made available to the City for deposit in the Twin Rivers Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Twin Rivers Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other

obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, the acts of any federal, State or local governmental unit, and the effects of a future pandemic declared after the Commencement Date.

Urban Renewal Area means the area known as the Twin Rivers Urban Renewal Area (as may be amended from time to time).

Urban Renewal Plan means the Urban Renewal Plan, as may be amended from time to time, approved with respect to the Twin Rivers Urban Renewal Area, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

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

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. MAIN STREET KEOKUK, INC. is an Iowa non-profit corporation, duly organized and validly existing under the laws of the State of Iowa and authorized to operate in the State of Iowa. Developer has all requisite power and authority to own and operate their properties, to carry

on their business as now conducted and as presently proposed to be conducted, and to enter into and perform their obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer, or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

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

f. Developer will cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

g. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Catalyst Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the

Minimum Improvements may be lawfully constructed.

i. The construction of the Minimum Improvements will require a total investment of approximately \$500,000.

j. Developer has commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement. Upon request by the City (which request need not be in writing), Developer shall provide proof of this financing.

k. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements will be completed by June 30, 2026.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Blight Remediation Grants and Catalyst Grant being made to Developer pursuant to this Agreement.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2 below. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall be in conformance with Exhibit B to this Agreement and shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$500,000.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, the Catalyst Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement and the Catalyst Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the

Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than the dates set forth in Section 2.2(k); or (ii) by such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City and the State, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 3.4. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

#### ARTICLE IV. REAL PROPERTY TAXES

Section 4.1. Real Property Taxes. Developer, or its successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be responsible for all assessments and taxes.

Developer, and its successors, agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

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

## ARTICLE V. INSURANCE

### Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the reasonable request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, or its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the reasonable request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon the reasonable request of the City, which shall not be made more frequently than one time per year, Developer will provide the City with copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City within twenty (20) days in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

## ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and Redeveloped Buildings, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Furthermore, Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any property acquired and owned or leased by Developer within City limits.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, or other recognized accounting standards, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Development Property, Minimum Improvements, and Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that tenants, applicants and employees are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5 Available Information. Upon written request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement, the Catalyst Agreement, and the Project so that City can determine compliance with the Agreement and the Catalyst Agreement.

Section 6.6. Term of Operation. Developer shall maintain and operate the Development Property and Redeveloped Buildings until the Termination Date of this Agreement. In its operations of the Development Property and Redeveloped Buildings, Developer shall lease the residential portion of the Redeveloped Buildings to residential tenants and use its best efforts to lease the commercial space in the Redeveloped Buildings to qualified commercial tenant(s).

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Redeveloped Buildings have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Redeveloped Buildings and the value assessed thereon, in addition to the assessed value of the Development Property and Redeveloped Buildings as of the date of the certification; (iii) certification that the Developer has continuously operated the Development Property and Redeveloped Buildings as described in Section 6.6 of the Agreement during the preceding twelve (12) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if either of the signers is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2026 and ending on October 15, 2033, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

## ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company. The Developer may transfer, convey, or assign its interest in the Development Property, Redeveloped

Buildings, or this Agreement to any other party; provided, however, that the City's obligation to make the Blight Remediation Grants and Catalyst Grant under this Agreement shall terminate upon such transfer unless the acquiring party assumes in writing all of the Developer's obligations under this Agreement with respect to Development Property and Redeveloped Buildings (or any transferred portion thereof) and the City is promptly provided with a copy of such written assignment and assumption agreement.

Section 7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, and its respective successors or assigns, agree that the Development Property and Redeveloped Buildings cannot be: (a) transferred or sold to a non-profit entity that would exempt the Development Property or Redeveloped Buildings from property tax liability, or (b) used for a purpose that would exempt the Development Property or Redeveloped Buildings from property tax liability. Nor can the Development Property or Redeveloped Buildings be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

#### ARTICLE VIII. INCENTIVES

Section 8.1. Blight Remediation Grants. For and in consideration of the obligations being assumed by Developer for the redevelopment project on the Development Property, subject to the Developer being and remaining in compliance with the Development Agreement and Catalyst Agreement, the City agrees to make up to five (5) consecutive annual payments of Blight Remediation Grants to the Developer.

Assuming Developer's compliance with the terms of this Agreement, if the Minimum Improvements are completed by June 30, 2026 and the Redeveloped Buildings are fully assessed as of January 1, 2027, then the City will first certify debt for payment of the Blight Remediation Grants to the County Auditor by December 1, 2027, for the collection of Tax Increment beginning in Fiscal Year 2028-2029, allowing for the Blight Remediation Grants to be paid on or about the first claim period in June 2029, and on or about the first claim period in each June thereafter until the earliest of the following: (i) five (5) Blight Remediation Grants have been paid to Developer; (ii) the maximum aggregate amount of Blight Remediation Grants as described in Section 8.1(a) has been paid to Developer; or (iii) this Agreement or the obligation to make Blight Remediation Grants has been terminated pursuant to its terms. The payment of the Blight Remediation Grants shall be paid according to the terms and conditions of this Section 8.1.

a. Maximum Aggregate Amount of Blight Remediation Grants. The aggregate amount of the Blight Remediation Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of Tax Increment actually collected as described in Section 8.1(b) or (ii) \$75,000. The City makes no representation that the actual amount of the Blight Remediation Grants paid will reach the maximum aggregate amount.

b. Source of Grants; Calculation of Grants. Each Blight Remediation Grant shall come solely and only from Tax Increment received by the City under Iowa Code Section 403.19 from certain tax levies upon the assessed value of the Development Property and Redeveloped Buildings above the Base Value caused by completion of the Minimum Improvements. Each Blight Remediation Grant shall be equal in amount to 90% of the Tax Increment collected under Iowa Code Section 403.19 in the applicable twelve-month fiscal year (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer), but subject to limitation and adjustment as provided in this Section 8.1.

c. No Extension. Under no circumstances shall the failure by Developer to qualify for a Blight Remediation Grant in any year serve to extend the term of the Development Agreement or the years during which Blight Remediation Grants may be awarded to Developer, or serve to increase the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Blight Remediation Grants only if Developer fully complies with the provisions of the Development Agreement and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(a).

d. Source of Funds Limited. The Blight Remediation Grants shall be payable from and secured solely and only by amounts of Tax Increment deposited and held in the Twin Rivers Urban Renewal Tax Increment Revenue Fund of the City in response to the City certifying to the County the City's obligation to make the Blight Remediation Grants under the terms of this Agreement. The Blight Remediation Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under Iowa Code Chapter 441.21A shall not be included in the calculation to determine the amount of Blight Remediation Grants for which Developer is eligible, and any monies received back under Iowa Code Chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Blight Remediation Grants for which Developer is eligible.

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

f. Obligation to Provide Grants Limited. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make a Blight Remediation Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Development Property to fund a Blight Remediation Grant to Developer, as contemplated under said Section 8.1, is not, based on a change in applicable law or its interpretation since the date of the Development Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under Iowa Code Chapter 403 or other applicable provisions of the Iowa Code, as then constituted, or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or the City's ability to collect Tax Increment from the Development Property is terminated. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) Blight Remediation Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to Developer.

g. No Representation of Amount. The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Blight Remediation Grants, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increment (as defined and calculated above) (regardless of the amounts thereof) to the payment of the Blight Remediation Grants to the Developer, as and to the extent described in this Section 8.1.

h. Other Tax Increment. Subject to this Section 8.1, the City shall be free to use any and all available Tax Increments in excess of the maximum aggregate amount stated in Section 8.1(a) or resulting from the suspension or termination of the Blight Remediation Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to the Developer with respect to the use thereof.

i. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make a Blight Remediation Grant in any year shall be subject to and conditioned upon satisfaction of all of the following conditions at the time of payment:

i. Developer's completion of the Minimum Improvements on the Development Property consistent with the terms and conditions of the Development Agreement and Catalyst Agreement;

ii. Developer's compliance with the terms of the Development Agreement and Catalyst Agreement at the time of payment; and

iii. No default has occurred under the Catalyst Agreement, nor has any repayment demand been made under the Catalyst Agreement.

Section 8.2. Catalyst Grant.

a. Preconditions/Payment. For and in consideration of Developer's obligations hereunder to construct the Minimum Improvements, and subject to Developer being in compliance with this Agreement and the Catalyst Agreement at the time of payment, the City agrees to grant to Developer up to the sum of One Hundred Thousand Dollars (\$100,000.00) received by the City from the State in accordance with the Catalyst Agreement, a copy of which Agreement is attached hereto as Exhibit F and incorporated herein by this reference. The City shall disburse to Developer any amount of the Catalyst Grant received by the City within thirty (30) days of the City's receipt of the funds provided that all of the following conditions are satisfied:

- i. Developer shall have promptly provided the City all documentation, including copies of paid invoices, proof of payment, and photographs documenting completed work at project mid-point and project completion, as defined and required by the Catalyst Agreement;
- ii. Developer shall have promptly provided the City with any other documentation reasonably requested by the City to satisfy the terms of the Catalyst Agreement, and shall have allowed the City and the IEDA to review and observe, at any time, completed work or work in progress;
- iii. Developer shall have ensured that all publications and signage satisfy the requirements of the Catalyst Agreement and shall have included the following: "This Project is Sponsored in Part by the Iowa Economic Development Authority";
- iv. Developer shall be making substantial and timely progress toward completion of the Minimum Improvements consistent with the terms of this Agreement and the Catalyst Agreement;
- v. Developer shall be in compliance with the terms of this Agreement and the Catalyst Agreement; and
- vi. The City shall have received the Catalyst Grant payment from the IEDA and said payment is not otherwise limited or rescinded by the State.

b. Developer Representation. Developer further promises that the costs submitted for the Catalyst Grant shall be costs within the scope of work authorized by the Catalyst Agreement, and Developer shall promptly respond to any request from the City to substantiate that the costs are directly related to the Project as defined in the Catalyst Agreement.

c. Developer Repayment. For and in consideration of the City's participation in this Project, the Developer agrees that, if the City is obligated to repay any amount of the grant funds disbursed to the City under the Catalyst Agreement, Developer shall pay to the City an amount

equal to the City's repayment amount within thirty (30) days of the City's written demand for such repayment.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property, Existing Buildings, or the Minimum Improvements.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements, or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

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

d. The provisions of this Article IX shall survive the termination of this Agreement.

## ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements to be completed pursuant to the terms, conditions, and limitations of this Agreement and Catalyst Agreement, including completion by the date set forth in Section 2.2 (k);

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

c. Reserved.

d. Failure by Developer to pay ad valorem taxes on the Development Property or Redeveloped Building, or on other property acquired and owned or leased by Developer within City limits;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due;

or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer, as bankrupt or Developer's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer, or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement or the Catalyst Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of fifteen (15) days' written notice by the City to Developer of the Event of Default (except for defaults under 10.1(e-g) which do not require a notice and cure period), but only if the Event of Default has not been cured within said fifteen (15) days to the reasonable satisfaction of the City:

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

- b. The City may terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement;
- e. The City shall have no obligation to make payment of Blight Remediation Grants to Developer under Section 8.1, and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Blight Remediation Grants previously made to Developer, with interest thereon at 4%. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer; or
- f. The City shall have no obligation to make Catalyst Grant payments under Section 8.2, and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Catalyst Grant previously made to Developer, with interest thereon at 4%. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and is uncured, and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

## ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to MAIN STREET KEOKUK, INC., at 1026 Main Street, Keokuk, IA 52632; Attn: Board President
- b. In the case of the City, is addressed to or delivered personally to the City of Keokuk, Iowa at 501 Main Street, Keokuk, IA 52632, Attn: City Clerk;

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

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further

force or effect on and after December 31, 2033, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

*[Signatures start on the next page]*

(SEAL)

CITY OF KEOKUK, IOWA

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

ATTEST:

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

STATE OF IOWA            )  
  ) SS  
COUNTY OF LEE         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me a Notary Public in and for said State, personally appeared Mark Smidt and Celeste El Anfaoui, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

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

DEVELOPER:  
MAIN STREET KEOKUK, INC.

By: \_\_\_\_\_  
Brian Carroll, Board President

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF LEE         )

This record acknowledged before me on \_\_\_\_\_, 2026 by Brian Carroll as Board President of MAIN STREET KEOKUK, INC..

\_\_\_\_\_  
Notary Public in and for said state

My commission expires: \_\_\_\_\_

*[Signature page to Agreement for Private Development – MAIN STREET KEOKUK, INC.]*

EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is described as follows:

The Westerly Twenty (20) feet of the Easterly Twenty-Five (25) feet of Lot Four (4) in Block One Hundred Sixty Nine (169) in the Original City of Keokuk, Lee County, Iowa;

AND

The Northwesterly Twelve and One-Half (12 ½) feet of Lot Three (3) and the Southeasterly Five (5) feet of Lot Four (4), all in Block One Hundred Sixty-Nine (169) in the City of Keokuk, Lee County, Iowa

Local address: 1114 and 1116 Main Street, Keokuk, Iowa

EXHIBIT B  
MINIMUM IMPROVEMENTS

Minimum Improvements means the renovation of the Existing Buildings on the Development Property, including: converting unused upper story space into 2 residential rental units and converting the main floor space into two white boxed commercial spaces. The construction of the Minimum Improvements will be completed by June 30, 2026. Construction costs are expected to be approximately \$500,000.

EXHIBIT C  
CERTIFICATE OF COMPLETION

WHEREAS, the City of Keokuk, Iowa (the “City”) and MAIN STREET KEOKUK, INC. (the “Developer”) did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2026, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

The Westerly Twenty (20) feet of the Easterly Twenty-Five (25) feet of Lot Four (4) in Block One Hundred Sixty Nine (169) in the Original City of Keokuk, Lee County, Iowa;

AND

The Northwesterly Twelve and One-Half (12 ½) feet of Lot Three (3) and the Southeasterly Five (5) feet of Lot Four (4), all in Block One Hundred Sixty-Nine (169) in the City of Keokuk, Lee County, Iowa

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Lee County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

*[Signature page follows]*

(SEAL)

CITY OF KEOKUK, IOWA

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

STATE OF IOWA            )  
  ) SS  
COUNTY OF LEE         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certification of Completion]*

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: City Clerk, City of Keokuk, 501 Main Street, Keokuk, IA 52632

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EXHIBIT D  
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Keokuk, Iowa (the “City”) and MAIN STREET KEOKUK, INC., an Iowa corporation (“Developer”) did on or about the \_\_\_\_ day of \_\_\_\_\_, 2026, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed to develop and operate, certain real property located within the City and within the Twin Rivers Urban Renewal Area, in accordance with the terms of the Agreement and the Amended and Restated Twin Rivers Urban Renewal Plan (the “Plan”), which property is legally described as:

The Westerly Twenty (20) feet of the Easterly Twenty-Five (25) feet of Lot Four (4) in Block One Hundred Sixty Nine (169) in the Original City of Keokuk, Lee County, Iowa;

AND

The Northwesterly Twelve and One-Half (12 ½) feet of Lot Three (3) and the Southeasterly Five (5) feet of Lot Four (4), all in Block One Hundred Sixty-Nine (169) in the City of Keokuk, Lee County, Iowa

Local address: 1114 and 1116 Main Street, Keokuk, Iowa

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on dated included above and terminates on December 31, 2033, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Keokuk, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

*[Signatures start on the next page]*

(SEAL)

CITY OF KEOKUK, IOWA

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

ATTEST:

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

STATE OF IOWA            )  
  ) SS  
COUNTY OF LEE         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me a Notary Public in and for said State, personally appeared Mark Smidt and Celeste El Anfaoui, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Memorandum of Agreement – City of Keokuk]*

DEVELOPER:  
MAIN STREET KEOKUK, INC.

By: \_\_\_\_\_  
Brian Carroll, Board President

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF LEE         )

This record acknowledged before me on \_\_\_\_\_, 2026 by Brian Carroll as Board President of MAIN STREET KEOKUK, INC..

\_\_\_\_\_  
Notary Public in and for said state

My commission expires: \_\_\_\_\_

*[Signature page to Memorandum of Agreement – MAIN STREET KEOKUK, INC.]*

**EXHIBIT E**  
**DEVELOPER ANNUAL CERTIFICATION**  
(due by October 15th as required under terms of Development Agreement)

Developer certifies that, during the time period covered by this Certification, Developer is and was in compliance with Section 6.7 as follows:

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

(ii) The Redeveloped Buildings was first fully assessed on January 1, 20\_\_\_, at a full assessment value of \$\_\_\_\_\_, and the assessed value of the Development Property and Redeveloped Buildings as of the date of this certification is \$\_\_\_\_\_;

(iii) Developer has continuously operated the Development Property and Redeveloped Buildings as described in Section 6.6 of the Agreement during the preceding twelve (12) months.

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

**DEVELOPER: MAIN STREET KEOKUK, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ )ss:

This record acknowledged before me on \_\_\_\_\_, 2026 by \_\_\_\_\_ as the \_\_\_\_\_ of MAIN STREET KEOKUK, INC..

\_\_\_\_\_  
Notary Public in and for said state

**Attachments: (a) Proof of payment of taxes**

EXHIBIT F  
CATALYST AGREEMENT

(Attached below)

**IOWA ECONOMIC DEVELOPMENT AUTHORITY  
IOWA DOWNTOWN RESOURCE CENTER  
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

**GRANTEE:** City of Keokuk  
**AGREEMENT NUMBER:** 25-CTBF-DSTR-05  
**DATE OF AWARD LETTER:** September 28, 2024  
**PROJECT COMPLETION DATE:** September 28, 2026  
**GRANT AMOUNT:** \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Keokuk, 501 Main Street, Keokuk, Iowa 52632 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

**11. REPORTING REQUIREMENTS.** The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;
2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

**12. PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

**13. PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

**14. DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

**15. TERMINATION.** This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

**16. REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

**17. NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

**18. WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

**19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

**20. COMPLIANCE WITH STATE OR LOCAL BUILDING CODE.**

- (a) The Grantee must provide evidence that the Project complies with the state building code, if either of the following applies:
  1. The Project is located in a governmental subdivision which has not adopted a local building code, or
  2. The Project is located in a governmental subdivision which has adopted a building code, but the building code is not enforced. If the state building code is applicable to the project, bidding for construction shall not be conducted prior to the written approval of final plans by the state building code bureau.
- (b) The Grantee must provide evidence that the Project complies with local building codes if the Project is located in a governmental subdivision which has adopted a local building code and the building code is enforced.

**21. COMPLIANCE WITH FE0/AA PROVISIONS.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material

breach of this Agreement.

**22. INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

**23. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS AND PROJECT.** IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project.

**24. PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

**25. SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**26. GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

**27. FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

**28. USE OF NAME.** The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

**29. COMPLIANCE WITH IOWA CODE CHAPTER 8F.** If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

**30. LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

**31. JOINT AND SEVERAL LIABILITY.** If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

**32. WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**33. CONFLICT OF INTEREST.** The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply

to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

**34. MAINTENANCE OF INSURANCE.** The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

**35. DEVELOPMENT CONTRACT AGREEMENT.** Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

**36. IMMUNITY FROM LIABILITY.** Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

**37. NONAGENCY.** The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

**38. HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

**39. DOCUMENTS INCORPORATED BY REFERENCE.** The following are hereby incorporated by reference:  
(a) Agreement Scope of Work and Budget  
(b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.  
(c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

**40. ORDER OF PRIORITY.** In the event of a conflict between documents, the following order or priority shall be applied:  
(a) Articles 1-40 of this Grant Agreement.  
(b) Agreement Scope of Work and Budget  
(c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.  
(d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.


**41. INTEGRATION.** This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

**RECIPIENT: City of Keokuk**

BY:   
\_\_\_\_\_  
Mayor  
City of Keokuk  
501 Main Street  
Keokuk, Iowa 52632

**IOWA ECONOMIC DEVELOPMENT AUTHORITY:**

BY:   
\_\_\_\_\_  
Debi Durham (Feb 25, 2025 07:26 CST)  
Deborah Durham, Director  
Iowa Economic Development Authority



# COUNCIL ACTION FORM

Date: March 5, 2026

Presented By: Broomhall

Subject: Rezoning request 4045 Main Street Agenda Item: 8

## Description:

The City Council held a public hearing on February 5, 2026, to receive public comment regarding the proposed rezoning request.

The City Planning Commission reviewed the request on November 17, 2025, and forwarded a recommendation to the City Council to approve the rezoning as a conditional rezoning. The Planning Commission recommended that the rezoning be limited to the operation of a vehicle impound and storage yard only that no other industrial uses be permitted on the property, and that fencing be installed. A Conditional Rezoning Agreement reflecting these conditions was signed by the property owner during the public hearing.

During the public hearing, residents living near 4045 Main Street spoke in opposition to the rezoning request. In addition, two written correspondences were submitted in support of the rezoning.

As previously noted, the City's Comprehensive Plan Future Land Use Map identifies the subject property as most appropriate for commercial use. The plan also designates this area as part of a gateway into the community, an area intended for enhancement and positive visual impact rather than the outdoor storage of impounded vehicles.

## 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: \_\_\_\_\_



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF KEOKUK, IOWA, BY REZONING CERTAIN REAL PROPERTY FROM “R-1” SINGLE-FAMILY DWELLING DISTRICT AND “C-2” GENERAL COMMERCIAL DISTRICT TO “M-2” HEAVY INDUSTRIAL DISTRICT, SUBJECT TO CONDITIONS AND A CONDITIONAL REZONING AGREEMENT**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, AS FOLLOWS:**

**SECTION 1. REZONING.** The Official Zoning Map of the City of Keokuk, Iowa, is hereby amended by rezoning and changing the district classification of the real property described in Exhibit A, attached hereto and incorporated by reference (the “Property”), from the “R-1” Single-Family Dwelling District and “C-2” General Commercial District to the “M-2” Heavy Industrial District.

**SECTION 2. CONDITIONS ON USE OF REZONED PROPERTY.** Notwithstanding the full range of uses otherwise permitted within the “M-2” Heavy Industrial District, the Property rezoned herein shall be subject to the following conditions, as consented to in writing by the record owners of the Property prior to enactment of this Ordinance, in accordance with Iowa Code § 414.5:

1. The Property will be used primarily for the operation of a vehicle impound and/or storage yard, as permitted within and subject to all applicable regulations and performance standards of the City’s “M-2” Heavy Industrial District and any uses as permitted in all commercial zoned districts.
2. All development and operations on the Property shall comply with all applicable M-2 district standards, including but not limited to regulations governing outdoor storage, screening and fencing, lighting, noise, dust, other performance standards, and required setbacks and yard requirements.
3. Uses that are customary, incidental, and accessory to the permitted impound and storage yard operation shall be allowed, provided such uses remain subordinate to the primary use and comply with all applicable provisions of the City Code.
4. Any expansion, intensification, or change in use beyond that expressly authorized herein shall require further review and approval in accordance with the City’s zoning regulations.
5. The conditions set forth in this Section shall be as written and recorded in a Conditional Rezoning Agreement, which shall run with the land and be binding upon the current owner and all future owners of the Property.

**SECTION 3. REPEALER.**

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 4. SEVERABILITY.**

If any section, subsection, sentence, clause, or provision of this Ordinance is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, subsection, sentence, clause, or provision not adjudged invalid or unconstitutional.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect and be in full force from and after its adoption and publication as provided by law.

**Initial reading** by the Council on this 19<sup>th</sup> day of February 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

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

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

ROLL CALL: MARSHALL - AYE WALKER - AYE MAHONEY – NAY MATLICK – AYE  
DADE – AYE ANDREWS – AYE VANBERKUM – AYE BRYANT – AYE  
GREENWALD – AYE

AYES – 8

NAY – 1

ABSENT - 0

**Second reading** by the Council on this 5<sup>th</sup> day of March 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

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

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

ROLL CALL: MARSHALL - WALKER - MAHONEY – MATLICK – DADE –  
ANDREWS – VANBERKUM – BRYANT – GREENWALD –

AYES –

NAY –

ABSENT -



# COUNCIL ACTION FORM

Date: 3-5-2026

Presented By: Ferneau

Subject: Resolution ending Hiring Freeze Agenda Item: 9

## Description:

In discussions with Mayor Smidt after completing the work to get to a balanced General Fund budget, we were both in favor of ending the hiring freeze effective immediately, specifically for positions that will continue to be budgeted for in FY2027's budget (excluding the positions that were specifically approved to be eliminated that are vacant currently as well as ones budgeted to not be filled effective upon retirement in next year's budget). Reflecting this, the following resolution is written to end the hiring freeze effective immediately, except for those positions that we are not budgeting to fill in next year's budget.

## FINANCIAL

Is this a budgeted item? YES  NO

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

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

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

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

Funding Sources:

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

Departments:

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

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



**RESOLUTION NO.**

**A RESOLUTION APPROVING TERMINATION OF HIRING FREEZE**

**WHEREAS**, the City of Keokuk, IA, in balancing the FY2026 and FY2027 budgets was faced with difficult decisions in the current state of the economy due to significant deficits specifically within the General Fund; and

**WHEREAS**, the City of Keokuk, IA implemented a hiring freeze on January 15, 2026, to extend until September 1, 2026; and

**WHEREAS**, the City of Keokuk, IA has achieved its goals in developing a balanced operating budget for FY2027; and

**WHEREAS**, the City Council recognizes that the City can now move forward with filling positions that are going to continue to be funded in FY2027.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Keokuk, IA hereby terminates its hiring freeze on positions that are budgeted to continue to be funded in the FY2027 budget, effective immediately.

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

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Mark Smidt, Mayor

Attest: \_\_\_\_\_

Celeste El Anfaoui, City Clerk



# COUNCIL ACTION FORM

Date: March 5, 2026

Presented By: Brian Carroll, PWD

Subject: Aquatic Center Rates 2026 Agenda Item: 10

### Description:

Keokuk Park and Recreation Board has made a recommendation to set the 2026 Rates for the Keokuk Aquatic Center.

The following rates shall be set for the 2026 Season.

Daily Entry \$4  
 Single Membership \$80  
 Family Membership \$165, limit family of five (5), plus an additional \$10 for each immediate family member exceeding 5 (must all live in the same household)  
 Caregiver/Grandparent add-on \$25 with purchase of a full family membership or single membership for a child under the age of 18 (caregiver/grandparent must accompany child to be valid, if caregiver comes alone, they must pay daily admission).  
 Membership Look-up Fee - \$.50 Per Visit

Pool Parties:  
 \$200 for 1.5 Hours (up to 50 people)  
 \$250 for 1.5 Hours (51 to 100 people)  
 \$350 for 1.5 Hours (101 to 150 people)  
 \$50 non-refundable deposit due at time of reservation  
 Full payment due one (1) week before reservation date  
 Each additional ½ hour for parties \$50

### FINANCIAL

Is this a budgeted item?      YES       NO

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

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

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

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

Funding Sources:

\_\_\_\_\_

\_\_\_\_\_

Departments:

Aquatic Center

\_\_\_\_\_

\_\_\_\_\_

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



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

**A RESOLUTION SETTING THE 2026 AQUATIC CENTER RATES**

**WHEREAS**, the Keokuk Park and Recreation Board has made a recommendation to set the 2026 Rates for the Keokuk Aquatic Center.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA**, that the following rates be set for the 2026 Season.

Daily Entry \$4

Single Membership \$80

Family Membership \$165, limit family of five (5), plus an additional \$10 for each immediate family member exceeding 5 (must all live in the same household)

Caregiver/Grandparent add-on \$25 with purchase of a full family membership or single membership for a child under the age of 18 (caregiver/grandparent must accompany child to be valid, if caregiver comes alone, they must pay daily admission).

Membership Look -up Fee - \$.50 Per Visit

Pool Parties:

\$200 for 1.5 Hours (up to 50 people)

\$250 for 1.5 Hours (51 to 100 people)

\$350 for 1.5 Hours (101 to 150 people)

\$50 non-refundable deposit due at time of reservation

Full payment due one (1) week before reservation date

Each additional ½ hour for parties \$50

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Mayor –Mark Smidt

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Attest – Celeste El Anfaoui



# COUNCIL ACTION FORM

Date: March 5, 2026

Presented By: Pam Broomhall

Subject: Nuisance Demolition - 1016 High & 1118 Blondeau Street Agenda Item: 11

## Description:

The City requested demolition bids for the properties located at 1016 High Street and 1118 Blondeau Street. Both houses are posted as unsafe to occupy and are considered abandoned.

Code Enforcement/Housing Official Barnes has addressed ongoing issues at both properties, including unauthorized occupancy of the structures and accessory buildings, repeated efforts to secure the properties, nuisance conditions, and tall grass violations. The structure at 1016 High Street has suffered structural failure, including failure of the foundation and roof.

Two bids were received for each property:

• 1016 High Street:

High bid – \$24,820.00

Low bid – CCS – \$8,926.34

• 1118 Blondeau Street:

High bid – \$18,850.00

Low bid – CCS – \$8,669.79

Staff recommends acceptance of the low bids submitted by CCS as the lowest responsible bidder for both demolitions.

Following completion of the demolitions, the City will bill the property owners for all associated costs. If payment is not received within thirty (30) days as required by law, the costs will be certified to the County Treasurer and assessed against the properties as a special assessment lien.

## 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. 53-2026**

**A RESOLUTION ACCEPTING DEMOLITION BIDS AND AUTHORIZING MAYOR TO SIGN DEMOLITION CONTRACTS FOR 1016 HIGH STREET AND 1118 BLONDEAU STREET**

**WHEREAS**, the residential structures located at 1016 High Street and 1118 Blondeau Street have posted unsafe to occupy; and

**WHEREAS**, both properties are considered abandoned and have been the subject of ongoing code enforcement actions; and

**WHEREAS**, the structure located at 1016 High Street has experienced structural failure, including failure of the foundation and roof; and

**WHEREAS**, the City solicited bids for demolition of both structures, two (2) bids were received for 1016 High Street, with the highest bid in the amount of \$24,820.00 and the lowest bid submitted by CCS in the amount of \$8,926.34; and

**WHEREAS**, two (2) bids were received for 1118 Blondeau Street, with the highest bid in the amount of \$18,850.00 and the lowest bid submitted by CCS in the amount of \$8,669.79; and

**WHEREAS**, the City Council finds the bids submitted by CCS to be the lowest responsible bids for each property.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that:

1. The bid submitted by CCS in the amount of \$8,926.34 for demolition of the structure located at 1016 High Street is hereby accepted.
2. The bid submitted by CCS in the amount of \$8,669.79 for demolition of the structure located at 1118 Blondeau Street is hereby accepted.
3. The Mayor is authorized and directed to execute any necessary documents to effectuate the demolition of both properties.
4. Upon completion of demolition, the costs incurred by the City shall be billed to the property owners.
5. If payment is not received within thirty (30) days as required by law, the City Clerk is authorized and directed to certify the costs to the County Treasurer to be assessed against the properties as a special assessment lien in accordance with applicable

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

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

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