

**AGENDA**  
**CITY COUNCIL MEETING**  
**June 4, 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 May 21, 2026;
  - Resolution approving a Liquor License for The Hawkeye Restaurant, 105 N. Park Drive, Class C Retail Alcohol License – effective July 7, 2026;
  - Approve Cigarette/Tobacco Licenses for July 1, 2026-June 30, 2027;
  - Approve a Device Retail Permit for Davenport Tobacco & Vape Inc. DBA Greenleaf Tobacco & Vape, 3360 Main Street, Suite 5, permit to expire June 30, 2027;
  - Motion to pay bills and transfers listed in Register No.'s 5543-5544;
7. (a) Now is the time and place for a public hearing on the proposal to convey interest in real Property located within the Twin Rivers Urban Renewal Area to MM Real Estate, LLC; directing publication of related notices; and declaring the intent of the City to accept the offer submitted by MM Real Estate, LLC in the event that no qualified competing proposals are submitted. A public hearing notice was published in the Daily Gate City on May 29, 2026.  
  
(b) Consider resolution approving and authorizing the conveyance of certain real property to MM Real Estate, LLC and approving and authorizing execution of a related purchase, sale, and development agreement with the Twin Rivers Urban Renewal Area.
8. (a) Now is the time and place for a public hearing on the amendment of Franchise Fees on Electric Utility Services. A public hearing notice was published in the Daily Gate City on May 29, 2026.  
  
(b) Motion to approve the initial reading of an Ordinance amending the Code of Ordinances of the City of Keokuk, Iowa, by modifying provisions of Ordinance 2018, the City of Keokuk Electric Franchise, relating to Franchise Fees.
9. Motion to approve third/final reading of Ordinance to amend Code of Ordinances, City of Keokuk, Iowa, Section 9.60.010 Railroad Bridge Tolls Established.
10. Consider resolution directing the acceptance of a proposal to purchase \$1,025,000 (dollar amount subject to change) General Obligation Capital Loan Notes, Series 2026.
11. Consider a resolution awarding contract with McClure Masonry of Burlington, Iowa for Oakland Cemetery retaining wall replacement.
12. Consider resolution authorizing the purchase of two secondary digester circulation pumps for the Water Resource Recovery Facility.
13. Consider resolution accepting the bid of Brockway Mechanical & Roofing for the roof replacement project at 249 Carbide Lane and authorizing the Mayor to execute contract documents.
14. Council Liaison Reports:
15. Staff Reports:
16. Adjourn Meeting.

**MINUTES**  
**CITY COUNCIL MEETING**  
**May 21, 2026**  
**501 Main Street**  
**5:30 P.M.**

The City Council of the City of Keokuk met in regular session on May 21, 2026, at 501 Main Street. Mayor Pro Tem Michael Greenwald called the meeting to order at 5:30 p.m. There were eight council members present, one absent. Todd Marshall, Tyler Walker, Kathie Mahoney, Devon Dade, Steve Andrews, Matt VanBerkum, Roger Bryant, and Michael Greenwald were present. Doug Matlick was absent. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Police Chief Zeth Baum, Fire Chief Gabe Rose, Waste Water Treatment Plant Manager Tom Wills, and Community Development Director Pam Broomhall.

**MAYOR CORRESPONDENCE:** Informed of current trip to Washington, D.C., attended by Smidt and Carroll. Announced the Back Alley Band Fest scheduled for Friday, May 22. Congratulations were extended to all graduates. A reminder was given that City Hall will be closed on Monday, and Monday's garbage pickup will occur on Tuesday. It was also noted that Memorial Day is a time to honor and remember all fallen soldiers and reflect on its meaning.

**CITIZENS' REQUEST:** Kim Ludwig addressed the Council regarding the scheduling of park fields for practices and discussed the need to establish a more structured system.

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

- Minutes of the Regular Council meeting of May 7, 2026;
- Cash Receipts & Treasurer's Report for April 2026;
- **RESOLUTION NO. 103-2026:** Setting a public hearing on the amendment of Franchise Fees on Electric Utility Services;
- **RESOLUTION NO. 104-2026:** Setting a public hearing on the application for a zoning request for property located at 209 Washington Street, Keokuk, Iowa;
- **RESOLUTION NO. 105-2026:** approving a Liquor License for Santana's Mexican Restaurant, 3753 Main Street, Class C Retail Alcohol License – effective June 8, 2026;
- **RESOLUTION NO. 106-2026:** approving a Liquor License for Keokuk Yacht Club, Inc., 2029 River Road, Class C Retail Alcohol License – effective June 8, 2026;
- Special Event Permit for Richard & Gail Meyers, Block Party, 629 Blondeau Street, June 5, 2026 – Alcohol will be served;
- Reappointment of Tom Seabold to the Keokuk Union Depot Commission, term to expire June 1, 2030;
- Motion to pay bills and transfers listed in Register No.'s 5540-5542;

Mayor Pro Tem Greenwald opened the public hearing at 5:37 p.m. amending the budget for Fiscal Year ending June 30, 2026. A public hearing notice was published in the Daily Gate City on May 15, 2026.

**COMMENTS:** Ferneau gave overview of amendment.

There being no further comments or objections, Mayor Pro Tem Greenwald closed the public hearing at 5:39 p.m.

Motion made by Dade, second by Walker to approve the following proposed **RESOLUTION NO. 107-2026:** "A RESOLUTION AMENDING THE BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2026. (8) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Dade to approve the second reading of the Amended Ordinance to amend Code of Ordinances, City of Keokuk, Iowa, Section 9.60.010 Railroad Bridge Tolls Established amending the ordinance from \$65.00 per car to \$70.00 per car.

Roll Call Vote: AYES – Marshall, Walker, Dade, Andrews, Vanberkum, Bryant, and Greenwald., NAYS – None, ABSENT – Matlick. (8) AYES, (0) NAYS. Motion carried

Motion made by Walker, second by Mahoney to approve the following proposed **RESOLUTION NO. 108-2026:** "A RESOLUTION APPROVING AND ADOPTING A REVENUE PURPOSE STATEMENT FOR THE USE OR EXPENDITURE OF REVENUES FROM AN ELECTRIC SERVICES FRANCHISE FEE." (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Walker to approve the following proposed **RESOLUTION NO. 109-2026**: “A RESOLUTION AWARDED CONTRACT FOR REPLACEMENT OF OVERHEAD DOORS AT 212 DES MOINES STREET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Walker to approve the following proposed **RESOLUTION NO. 110-2026**: “A RESOLUTION CONDITIONALLY APPROVING BIDS OF CERTAIN CITY-OWNED REAL ESTATE LOCATED WITHIN THE TWIN RIVERS URBAN RENEWAL AREA AND SETTING A PUBLIC HEARING ON NOTICES OF INTENT OF FINAL APPROVAL OF BIDS AND APPROVAL OF PURCHASE AND DEVELOPMENT AGREEMENTS. (8) AYES, (0) AYES. Motion carried.

**COUNCIL LIAISON:** Greenwald reminded of Keokuk Cultural and Entertainment District Back Alley Bandfest May 21st.

**STAFF REPORTS:** Ferneau gave subcommittee meeting reminders.

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

**RESOLUTION NO.**

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR THE HAWKEYE**

**WHEREAS**, Application has been made by Matlick, Inc. for a Class C Retail Alcohol License with Catering Service, & Outdoor Service for The Hawkeye, 105 N. Park Drive; **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**, Matlick, 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 C Retail Alcohol License with Catering, & Outdoor Service for The Hawkeye, 105 N. Park Drive, effective July 7, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

**Passed & Approved** this 4<sup>th</sup> day of June 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

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

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

**Council Meeting Agenda June 4, 2026  
CIGARETTE PERMITS 2026-2027**

Murphy Oil USA  
3450 Main Street

Wal-Mart  
300 North Park Drive

Steam Demons  
419 Main

West K Mart  
707 Palean Street

Walgreens  
1215 Main Street

MOD Convenience Store  
3345 Main Street

Green Leaf Tobacco & Vape  
3360 Main Street, Unit 5  
**(Including Device Retailer License)**

Dollar General  
300 Main Street

Hy-Vee Foods  
3111 Main Street

Hy-Vee Fast and Fresh  
3001 Main Street

Casey's General Store #2595  
326 Main Street

Casey's General Store #2636  
3530 Main Street

Site Food Mart  
1301 Main Street

Howetown Wine & Spirt  
1501 Main Street

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 JUNE 4, 2026.

**REGISTER NO. 5543**

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 5,289.00
GRAY QUARRIES, INC	ROADROCK, & SUPER PATCH	\$ 5,088.83
JIM BAIER, INC	PARTS	\$ 316.45
KEOKUK HOMESTORE	SUPPLIES	\$ 135.06
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 882.10
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 7,778.00
TASKE FORCE, INC.	SERVICE	\$ 6,751.20
GALLS, LLC	SUPPLIES KPD	\$ 32.47
ALLIANT	SERVICE	\$ 3,496.45
THE CARDBOARD BOX	UPS CHARGES WWTP	\$ 16.07
HACH COMPANY	WPC LAB SUPPLIES	\$ 593.10
GREAT RIVER REGIONAL WASTE	SERVICE	\$ 10,427.81
LEE COUNTY RECORDER/REGISTRAR	SERVICE	\$ 44.00
DEMCO, INC	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 124.18
MEYERS PLUMBING	MATERIAL / LABOR	\$ 365.93
KEOKUK CONTRACTORS, INC	CONTRACT WORK	\$ 5,398.00
GATE CITY SEED COMPANY	SUPPLIES KEOKUK MUN.AIRPORT	\$ 49.95
HUFFMAN MACHINE & WELDING, INC	PARTS/SUPPLIES	\$ 731.85
VEENSTRA & KIMM, INC.	ENGINEERING SERVICES	\$ 886.00
HANCOCK COUNTY COLLECTOR	BRIDGE PROPERTY TAXES 2025	\$ 24,846.66
HOERNER YMCA	1/2 POOL MANAGEMENT FEE 2026	\$ 12,500.00
TRI-STATE WINDOW & POOL, INC	CHLORINE SHOCK LIQUID CASE WPC	\$ 336.00
PATTERSON PLUMBING & HEATING	PARTS/LABOR WORK @ GRAND THEAT	\$ 225.00
YOUNGGREN SHOES	SAFETY SHOES DARRIN LONG PARK	\$ 200.00
CUSTOM BRICK & STONE CO., INC.	STONE WALL REPAIRS #1 & 2 PROJ	\$ 6,960.00
INGRAM LIBRARY SERVICES	BOOKS KEOKUK PUBLIC LIBRARY	\$ 30.23
TERMINAL SUPPLY CO.	PARTS/SUPPLIES VEHICLE MAINT.	\$ 693.57
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$ (470.20)
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 1,872.30
MENARD INC.	SUPPLIES AIRPORT	\$ 284.07
DISCOUNT TIRE & SERVICE	TIRES POLICE DEPT.	\$ 936.00
SCHIMBERG CO.	PIPE ADS SEWER DEPT.	\$ 870.00
MEDIACOM	SERVICE	\$ 356.92
LCL FARMS INC.	BIO SOLID SPREADING MAY 2026	\$ 6,695.00
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$ 29.42
STACEY J. HAWKINS	OAKLAND CEMETERY TREE REMOVAL	\$ 2,000.00
NATIONAL FIRE SAFETY COUNCIL	SUPPORT/CONTRIBUTION 2026	\$ 100.00
PAT THOMPSON	PARK BENCH PLAQUE	\$ 250.00
LEE COUNTY TREASURER	SPECIAL ASSESSMENT FILING FEE	\$ 390.00
SHIELD TECHNOLOGY CORPORATION	SERVICE JULY26-JUNE27 KPD	\$ 5,702.50
TWITCHELL CONSTRUCTION, INC.	LABOR/MATERIAL WORK @ GRAND TH	\$ 7,893.67
CARD SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 149.24
WEST CENTRAL FS INC.	BULK FUEL	\$ 30,488.70

**REGISTER NO. 5544**

INTERSTATE BATTERIES OF	BATTERIES EMERGENCY CORP.	\$	401.85
VERIZON WIRELESS	SERVICE	\$	261.91
ACCO UNLIMITED CORPORATION	SUPPLIES	\$	116.12
DARKSIDE TINT & GRAPHIX	SUPPLIES KEOKUK ANIMAL SERVICE	\$	260.00
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$	40.99
OVERDRIVE, INC.	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	6,460.17
LIBERTY UTILITY IOWA	SERVICE	\$	114.67
INTERSTATE BILLING SERVICE,INC	SENSOR PRESS.,SWITCH SANITATION	\$	236.76
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$	2,203.50
ARMSTRONG TRACTOR LLC	PARTS PARKS DEPT.	\$	146.86
KIESLER'S POLICE SUPPLY, INC.	SUPPLIES KEOKUK POLICE DEPT.	\$	1,972.26
GPM ENVIRONMENTAL SOLUTIONS	SERVICE CALL ISCO SIGN FLOW	\$	1,524.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$	14,791.34
ICONNECTYOU	SERVICE	\$	459.36
RICOH USA, INC.	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	126.00
JANICE LINDNER	REIMB.GIFT CARD GRAND THEATRE	\$	25.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	600.00
SCHICKEDANZ CONSTRUCTION	REPLACE 4 HANGAR WALK THRU DOOR	\$	9,295.00
CASEY BARNES	REIMB.TRAVEL EXP.NUISANCE CONF	\$	278.40
QUADIENT, INC.	POSTAGE METER LEASE	\$	75.00
WALZ LABEL AND MAILING SYSTEMS	3MONTH BILLING JUNE-SEPT.2026	\$	292.05
TRI-STATE HEATING & ELECTRIC	NUISANCE MOWINGS	\$	4,320.00
KANOPY INC.	SERVICE KEOKUK PUBLIC LIBRARY	\$	1,000.00
MIDWEST AUTO COLLISION LLC	2023 RAM 1500 KPD	\$	901.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	\$	325.00
ELITE LAWN AND LANDSCAPE LLC	NUISANCE MOWING/CLEANUPS	\$	2,880.00
ACCESS SYSTEMS LEASING	SERVICE LIBRARY	\$	194.77
CENGAGE LEARNING INC./GALE	SUPPLIES LIBRARY	\$	282.85
RUBBER SAFE LLC	22TONS BLACK RUBBER PLAYGROUND	\$	7,610.00
SPEX CERTIPREP LLC	SUPPLIES WWTP	\$	411.83
MICHELLE MORTIMER	GRAND THEATRE MANAGER FEE	\$	400.00
AMAZON CAPITAL SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	1,378.32
ACCESS SYSTEMS LEASING	COPIER AGREEMENT POLICE DEPT.	\$	273.71
GATE CITY RESTAURANT AND BAR	PUBLIC WORKS LUNCHEON	\$	570.85
SITE SERVICES INC.	ASBESTOS REMOVL ELKEM PARCEL D	\$	81,957.00
A-1 MOBILE STORAGE SERVICE LLC	20' GROUND LEVEL OFFICE 5-6/26 AIRPT	\$	575.00
TEKLAB, INC.	WW TESTING WWTP	\$	3,600.00
		\$	298,107.10



# COUNCIL ACTION FORM

Date: 6/4/2026

Presented By: Ferneau

Subject: Public hearing and resolution approving and authorizing conveyance of certain real property to MM Real Estate, LLC Agenda Item: 7 a & b

## Description:

A Public hearing on the proposal to convey interests in real property to MM Real Estate, LLC, pursuant to a proposed Purchase, Sale, and Development Agreement related to a project within the Twin Rivers Urban Renewal Area Public hearing was set at the special meeting on 4/30/26.

Concluding the hearing, Resolution approves and authorizes the conveyance of certain real property to MM Real Estate, LLC and approves and authorizes execution of a related Purchase, Sale, and Development Agreement within the Twin Rivers Urban Renewal Area.

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



## ITEMS TO INCLUDE ON AGENDA

### CITY OF KEOKUK, IOWA

June 4, 2026

5:30 P.M.

#### Amended and Restated Twin Rivers Urban Renewal Plan

- Public hearing on the proposal to convey interests in real property to MM Real Estate, LLC, pursuant to a proposed Purchase, Sale, and Development Agreement related to a project within the Twin Rivers Urban Renewal Area
- Resolution approving and authorizing the conveyance of certain real property to MM Real Estate, LLC and approving and authorizing execution of a related Purchase, Sale, and Development Agreement within the Twin Rivers Urban Renewal Area

#### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

June 4, 2026

The City Council of the City of Keokuk in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 501 Main Street, Keokuk, Iowa, at 5:30 P.M., on the above date. There were present Mayor Smidt, in the chair, and the following named Council Members:

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

Absent: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the proposal to convey interests in real property to MM Real Estate, LLC and to approve and authorize execution of a related Purchase, Sale, and Development Agreement by and between the City of Keokuk and MM Real Estate, LLC within the Twin Rivers Urban Renewal Area, and that notice of the proposed action and public hearing had been published as required by the Iowa Code.

The Mayor then asked the Clerk whether any written objections or comments had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections/comments had been filed. The Mayor then called for oral objections and comments and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving objections and comments to be closed.

**(Attach here a summary of objections/comments received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO MM REAL ESTATE, LLC AND APPROVING AND AUTHORIZING EXECUTION OF A RELATED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITHIN THE TWIN RIVERS URBAN RENEWAL AREA", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

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

**RESOLUTION APPROVING AND AUTHORIZING THE  
CONVEYANCE OF CERTAIN REAL PROPERTY TO MM  
REAL ESTATE, LLC AND APPROVING AND  
AUTHORIZING EXECUTION OF A RELATED  
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT  
WITHIN THE TWIN RIVERS URBAN RENEWAL AREA**

**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 ("Amendment No. 8"); and

**WHEREAS**, Amendment No. 8 authorized an urban renewal project for future development agreements in which the City might provide a wide range of incentives, using tax increment financing, as permitted by Iowa Code Section 403.19, to finance costs of up to \$2,000,000 for such project; 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**, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of the objectives of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter; and

**WHEREAS**, the City of Keokuk (the "City") has received a proposal from MM Real Estate, LLC (the "Developer"), in the form of a proposed Purchase, Sale, and Development Agreement (the "Agreement"), which Agreement proposes that the City would sell certain City-owned real property within the Urban Renewal Area (the "Development Property") to Developer for a purchase price of \$1.00 and in consideration of Developer's other obligations under the Agreement, which Development Property is legally described as follows:

All of Block One-A (1-A) located partly in Estes Addition and partly in Kilbourne's Addition to the City of Keokuk, Lee County, Iowa, including vacated alley lying within in the Original City of Keokuk, Lee County, Iowa

**AND**

Lot Six (6) and the Rear Seventy (70) feet of Lots Seven (7) and Eight (8), Block Two Hundred Two (202), in the Original City of Keokuk, Lee County, Iowa.

**WHEREAS**, the Agreement would require Developer to demolish two existing buildings on the Development Property and redevelop the third existing building into workforce housing; and

**WHEREAS**, the Agreement proposes that the City would provide Blight Remediation Grants to the Developer in support of the project and as a local match for the Developer's application for Workforce Housing Tax Credits and Redevelopment Tax Credits from the State of Iowa, which Blight Remediation Grants would be paid in up to four disbursements, for a cumulative total incentive not to exceed \$1,283,000, subject to the terms and conditions set forth in the Agreement; and

**WHEREAS**, because the Development Property is located within an urban renewal area, the City's sale of the Development Property is subject to the provisions of Iowa Code Section 403.8; and

**WHEREAS**, by Resolution adopted April 30, 2026, this Council: (i) set forth its proposal to dispose of interests in the Development Property; (ii) approved a reasonable competitive bidding procedure to seek competing bids for the Development Property; (iii) determined that the Agreement offered "fair value" for the Development Property; (iv) gave notice of its intention to accept the Agreement with the Developer if no qualified competing proposals were received; and (v) set a public hearing on the proposed conveyance of the Development Property for the City Council meeting on June 4, 2026; and

**WHEREAS**, by publication of a notice of competitive bidding, the City invited competing bids for the Development Property be submitted no later than June 1, 2026 and no qualifying competing proposals were received prior to that date; 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 Urban Renewal Plan and the Urban Renewal Act and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Iowa Code Chapter 403; and

**WHEREAS**, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to convey the Development Property and to approve and authorize execution of the Agreement, and has considered the extent of any objections received from residents or property owners to said proposed action; 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 Development Property described herein shall be conveyed by the City to the Developer in exchange for \$1.00 and in consideration of other obligations under the Agreement, pursuant to the terms and conditions of the Agreement.

Section 2. That the Council finds that disposal of interests in the Development Property to the Developer is in the best interests of the residents of the City and will promote economic development and blight remediation in the Area; and that these benefits, together with the other consideration provided for in the Agreement, constitute fair value for the disposal of interests in the Development Property under Iowa Code Section 403.8.

Section 3. That the performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer 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 Urban Renewal Plan and the Urban Renewal Act and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Iowa Code Chapter 403, taking into account the factors set forth therein.

Section 4. 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, including the execution of the necessary conveyance documents.

**PASSED AND APPROVED** this 4<sup>th</sup> day of June 2026.

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Mark Smidt, Mayor

ATTEST:

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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 corporate 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 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 4th day of June, 2026.

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Celeste El Anfaoui, City Clerk, City of  
Keokuk, State of Iowa

(SEAL)

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

by and between

CITY OF KEOKUK, IOWA

AND

MM REAL ESTATE, LLC

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

PURCHASE, SALE, AND  
DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (“Agreement”), is made on or as of \_\_\_\_\_, 2026, by and between the CITY OF KEOKUK, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2025, as amended (“Urban Renewal Act”), and MM REAL ESTATE, LLC, an Iowa limited liability company having offices for the transaction of business at 1124 Ave H, Suite 1, Fort Madison, Iowa 52627 (“Developer”). The City and Developer are the 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, Developer desires to acquire from the City certain real property located in the foregoing Urban Renewal Area and locally known as the Southeast Iowa Development Center (“SID Center”), 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, the Developer is willing to redevelop the Development Property into workforce housing, and thereafter operate the renovated facility consistent with the terms of this Agreement and the requirements of the State of Iowa’s Workforce Housing Tax Credit Program (the “Project”); and

WHEREAS, in addition to applying for Workforce Housing Tax Credits, the Developer also anticipates applying to the State of Iowa’s Redevelopment Tax Credit Program in connection with the Project; and

WHEREAS, the City is willing to transfer the Development Property and provide financial incentives for the Project in consideration for Developer’s obligations all pursuant to the terms and conditions of this Agreement because the Project will remediate blighting influences, increase the tax base and provide housing opportunities; and

WHEREAS, the City believes that the transfer and 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 promises 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 Purchase, Sale, and Development Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Assessor means the Lee County, Iowa Assessor.

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

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

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

City Advance shall mean up to \$1,283,000 to be advanced from the City's Fund 303 Capital Fund for the sole purpose of funding the payment of the Blight Remediation Grants to Developer.

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

Commencement Date means the date the Agreement becomes legally enforceable and valid, being the date that the Agreement has been executed by all parties to the Agreement, determined as the latest date of execution by one of the parties.

Construction Costs means all costs associated with the construction of the Minimum Improvements, including the demolition of two of the Existing Buildings.

Developer means MM Real Estate, LLC, and its permitted successors and assigns.

Development Property means that portion of the 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 structures on the Development Property as of the Commencement Date.

Housing Unit means a residential dwelling unit constructed on the Development Property as part of the Minimum Improvements.

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

Minimum Improvements means the demolition of two of the Existing Buildings on the Development Property, the renovation of the third Existing Building on the Development Property for the construction of Housing Units, and the completion of related site improvements on the Development Property, as more particularly described and depicted in Exhibit B, attached hereto and made a part hereof.

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 Section 5.2 of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues, divided and made available to the City in the special fund of the City created under the authority of Section 403.19(2) of the Code, 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.

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

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, or the acts of any federal, State, or local governmental unit (other than the City).

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 only, 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. MM Real Estate, LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa and duly registered and authorized to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this 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 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 shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

g. Developer will use its best efforts to 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.

h. The construction of the Minimum Improvements will require a total investment of approximately \$5,300,000 in Construction Costs.

i. Developer has firm 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 terms of this Agreement.

j. Developer will cooperate fully 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.

k. Subject to Unavoidable Delays, the Developer will complete the Minimum Improvements by July 1, 2028.

### ARTICLE III. PURCHASE AND SALE OF DEVELOPMENT PROPERTY

Section 3.1. Conditions Precedent to Transfer. City's obligation to transfer title and possession of the Development Property to Developer at Closing, and Developer's obligation to complete Closing, shall be subject to satisfaction of the following conditions precedent:

a. The Project has been approved by the Iowa Economic Development Authority for Workforce Housing Tax Credits and Redevelopment Tax Credits; and

b. The City has obtained approval from the United States Economic Development Administration for the termination of the Financial Assistance Award contract (Federal Award ID No. 05-01-05869) or the release of all of the Development Property, with the possible exception of the portion of the Development Property subject to the lease described in Section 3.1(c) below, from all obligations and liens created in connection with said Financial Assistance Award contract; and

c. If required as a condition of the termination or continuation of the Financial Assistance Award contract or the release of the Development Property from the Financial Assistance Award contract, the City and the Developer shall have entered into a lease agreement permitting the City to lease a portion of the Development Property for purposes consistent with the requirements of the Financial Assistance Award contract; and

d. There has not been a substantial change for the worse in the financial resources and ability of Developer, or a substantial decrease in the financing commitments secured by Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of City, that Developer will be unable to fulfill its covenants and obligations under this Agreement.

If all of these conditions are not satisfied by the Closing Date described below, this Agreement shall terminate with neither Party having any further obligations to the other Party hereunder.

Section 3.2. Transfer of Development Property. For the purchase price of \$1.00 (the "Purchase Price") and other consideration, including the obligations being assumed by Developer under this Agreement, City agrees to sell, and Developer agrees to purchase, the Development Property, including all improvements, streets, alleys, rights-of-way and appurtenances thereto, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all approval procedures required to be completed by the City pursuant the Iowa Code.

Section 3.3. Closing. City's obligation to transfer title of the Development Property to Developer, and Developer's obligation to pay the Purchase Price to City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on a mutually agreeable date, to be scheduled on or before January 11, 2027 (the "Closing Date"). Possession of the Development Property ("Possession") shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to City's possession shall be made as of the date of Possession. The transfer shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the

Development Property, the filing of all title transfer documents, and City's receipt of the Purchase Price ("Closing"). All parties and individual signatories hereto further agree to make, execute and deliver such additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 3.4. No Real Estate Tax Proration. The Development Property is currently tax-exempt while owned by City; therefore, there will be no proration or credit of real estate taxes at Closing. Developer shall be responsible for payment of all taxes due and payable after Closing.

Section 3.5. Risk of Loss and Insurance. City shall bear the risk of loss or damage to the Development Property prior to Closing. Prior to Closing, City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property, in Developer's discretion. In the event of substantial damage or destruction prior to the Closing, City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, subject to Unavoidable Delays, and Developer shall complete the Closing, provided that such insurance proceeds are sufficient to reconstruct and return the Development Property to a condition substantially similar to that prior to the casualty event, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. Developer shall bear the risk of loss or damage to the Development Property after Closing.

Section 3.6. Condition of Property; Care and Maintenance; Environmental Matters. Developer agrees to take the Development Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, City makes no warranties or representations as to the condition of the Development Property. City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Notwithstanding anything herein to the contrary, Developer hereby waives all claims against City as to the condition of the Development Property. Developer agrees to indemnify, release, defend, and hold harmless the Indemnified Parties for all claims, damages, or costs relating to the Development Property that arise after the date of Closing.

Section 3.7. Abstract and Title. After the condition precedent described in Section 3.1(a) has been satisfied, the City shall have an abstract of title for the Development Property created by an abstracting company and delivered to an attorney for Developer, for examination and a title opinion. The abstract of title shall show merchantable title in City in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders. At Closing, the abstract shall become the property of the Developer.

Section 3.8. Survey and Platting. Developer may, at Developer's expense prior to Closing, have the Development Property surveyed and certified by a Registered Land Surveyor. Developer shall be responsible for all surveys and platting of the Development Property after Closing, if any.

Section 3.9. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.10. Use Restriction. Developer acknowledges and agrees that City is selling the Development Property to Developer on the condition that it be developed for the Minimum Improvements as described in this Agreement, in accordance with all terms of this Agreement. Any violation of this Section 3.10 shall constitute an Event of Default under this Agreement.

Section 3.11. Survival of Closing. All terms of this Agreement shall survive the Closing described in this Article III.

#### ARTICLE IV. MINIMUM IMPROVEMENTS

Section 4.1. Construction of Minimum Improvements. After Closing, Developer agrees that it will cause the Minimum Improvements to be completed on the Development Property in conformance with the Construction Plans submitted to the City pursuant to Section 4.2 below. 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 the scope and scale of the Minimum Improvements to be constructed 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 \$5,300,000 in Construction Costs. Developer agrees that it shall permit designated representatives of the City, 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.

Section 4.2. 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 4.2, which approval shall not be unreasonably withheld, delayed or conditioned. The Construction Plans shall be in conformity with this Agreement and all applicable federal, 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; (ii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iii) the Construction Plans are adequate to provide for the completion of the Minimum Improvements; and (iv) no Event of Default under the terms of this Agreement has occurred and is continuing beyond any applicable cure period; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 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 and Minimum Improvements 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 Developer of 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 4.3. Construction Schedule. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed consistent with the following schedule:

a. By no later than January 31, 2027, Developer shall commence site work for the Minimum Improvements on the Development Property.

b. By no later than May 1, 2027, Developer shall have completed the demolition of the two Existing Buildings designated for demolition, including the proper removal and disposal of all demolition debris.

c. By no later than July 1, 2028, Developer shall have completed construction of the Minimum Improvements.

Time lost as a result of Unavoidable Delays occurring prior to one of these dates shall be added to extend the subsequent deadline date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 4.4. Certificate of Completion. Upon written request of Developer after completion of the Minimum Improvements, the City will inspect the Minimum Improvements and, if the Minimum Improvements have been completed in accordance with this Agreement, then the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit E 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 4.4, 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.

Issuance by the City of the Certificate of Completion pursuant to this Section 4.4 is solely for the purposes of this Agreement and shall not constitute approval for any other City purpose nor shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

## ARTICLE V. PROPERTY TAXES AND INSURANCE

Section 5.1. 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. 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 solely responsible for all assessments and taxes on the Development Property.

Developer, and its permitted successors and assigns, 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, deferral, or abatement 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.

### Section 5.2. 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 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, 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 request of the City shall furnish proof of coverage or proof the payment of premiums on), insurance as follows on any portion of the Minimum Improvements owned by Developer:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy of policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) 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 \$50,000 or self-insurance up to not more than \$1,000,000. 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, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

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 of each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer on the Development Property, 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. Developer will deposit annually with the City 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. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. 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 immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof owned by Developer, 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 to 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 any portion of the Minimum Improvements owned by it, 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 shall 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 Minimum Improvements (for so long as they are owned by Developer), 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.

Section 6.2. Maintenance of Records. Developer shall 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 its business and affairs relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer shall comply with all State, federal, and local laws, rules and regulations relating to the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee, tenant, or customer because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, tenants, and customers 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 request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement or the Project so that City can determine compliance with this Agreement.

Section 6.6. Operation Requirements.

a. Commitment to Maintain Workforce Housing. Developer shall maintain and operate the Housing Units constructed the Development Property until at least the Termination Date of this Agreement in a manner consistent with the requirements of the State of Iowa's Workforce Housing Tax Credits Program.

b. Commercial Operations. To the extent that commercial tenant operations may be required to comply with requirements of the Federal Assistance Award contract, Developer shall use all reasonable efforts to ensure that use of the commercial spaces in the Minimum Improvements satisfies the requirements of the Federal Assistance Award contract.

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property have been timely paid for the prior fiscal year (and for the current year, if due); (ii) certification that the Housing Units are in compliance with the requirements of the Workforce Housing Tax Credits Program; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, 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 certificate or during such period, or if the signer 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, 2028 and ending on October 15, 2036, both dates inclusive. Developer shall provide supporting information for the Annual Certifications upon request of the City. See Exhibit D for the form required for the 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 terms of this Agreement and any site/construction plans submitted to the City's building officials; (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 the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, Developer shall maintain existence as an adequately capitalized limited liability company and will not wind up or otherwise dispose of all or substantially all of its assets, or transfer, convey, or assign its interests in the Development Property or Minimum Improvements (excluding leasing portions of the Minimum Improvements to the City or third parties), and will not assign, transfer, or otherwise convey any interest in this Agreement, to any third party, unless (i) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, the Developer may pledge any and/or all of its assets and real estate as security for any financing of construction of the Minimum Improvements to a commercial lender.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors or assigns, agrees that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability (excluding leasing portions of the Minimum Improvements to the City). During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to 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. BLIGHT REMEDIATION GRANTS

### Section 8.1. Blight Remediation Grant Disbursements.

a. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to provide

disbursements of Blight Remediation Grants to Developer in support of the Project, pursuant to the terms and conditions set forth in this Article VIII.

b. Following Developer's commencement of site work on the Development Property related to the Minimum Improvements, the Developer may submit a disbursement request to the City showing Construction Costs incurred by the Developer (a "Disbursement Request"), to be submitted using AIA form documents. The Disbursement Request shall include a certification by the Developer affirming that the amount of Construction Costs shown on the Disbursement Request is true and correct. If requested by the City, the Developer shall attach invoices for and other documentation showing substantiation of Construction Costs submitted on a Disbursement Request.

c. The Developer may submit up to four (4) Disbursement Requests under this Agreement. The last day that Developer may submit a Disbursement Request to the City for a Blight Remediation Grant shall be September 1, 2028.

d. Within sixty (60) days of the City's receipt of a Disbursement Request from Developer, the City shall review the documentation of costs submitted with the Disbursement Request to verify that the submitted costs and expenses (i) have not been previously submitted by the Developer and (ii) are reasonably related to Developer's work on the Minimum Improvements ("Qualified Costs and Expenses"). If the City is reasonably satisfied that the submitted costs and expenses are Qualified Costs and Expenses, then the City shall issue payment of a Blight Remediation Grant to the Developer in an amount equal to 50% of the amount of such Qualified Costs and Expenses submitted on the Disbursement Request, but not to exceed the aggregate maximum described in Section 8.2.

e. The City's payment to the Developer of any disbursement of a Blight Remediation Grant payment is subject to satisfaction of the following conditions precedent at the time of payment:

i. Developer shall not be in default under the terms and provisions of this Agreement;

ii. Developer has timely submitted a Disbursement Request to the City, and has submitted to the City any supporting documentation requested by the City related to the Disbursement Request;

iii. The City shall have completed all legislative actions necessary to fund the Blight Remediation Grants from the City Advance, as may be deemed necessary or appropriate by the City or the City's legal counsel; and

iv. The City's ability to seek reimbursement for the City Advance from the division of revenue referenced in Section 8.3(a) has not been terminated.

f. In the event that an Event of Default occurs, the City shall have no obligation thereafter to make any payments to Developer in respect of the Blight Remediation Grants and the provisions of this Article shall terminate and be of no further force or effect.

Section 8.2. Maximum Amount of Redevelopment Grants. The aggregate amount of the Blight Remediation Grants disbursed to Developer shall not exceed the lesser of: (i) 50% of the sum of the Developer's Qualified Costs and Expenses submitted on a Disbursement Request, or (ii) the amount of the City Advance (\$1,283,000).

Section 8.3. Source of Grant Funds Limited.

a. The disbursements of the Blight Remediation Grants shall be payable solely and only from the City Advance. The City Advance constitutes debt related to an urban renewal project which the City is authorized to certify under Iowa Code Section 403.19 for purposes of obtaining reimbursement for the City Advance from the division of revenue within the Urban Renewal Area as authorized by Iowa Code Section 403.19 and the Urban Renewal Plan.

b. Each Blight Remediation Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. 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 this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel 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 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 this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. 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, (i) the City fails to appropriate funds for payment; (ii) the City receives an opinion from its legal counsel to the effect that the use of the City Advance to fund a Blight Remediation Grant payment 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 this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or (iii) the City's ability to collect Tax Increments from the Urban Renewal Areas is precluded or terminated by legislative changes to Iowa Code Chapter 403 or by application of a decision of any Iowa Court having jurisdiction over

the subject matter hereof. 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 of eighteen (18) months or longer, then the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

#### 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 Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, 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 Developer against the City to enforce its rights under this Agreement); (ii) the condition of the Development Property after closing 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 arising after Closing.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements or Development Property 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 during the term of this Agreement:

a. Failure by Developer to cause the Minimum Improvements to be constructed or operated pursuant to the terms and conditions of this Agreement;

b. Transfer of any of Developer’s interests in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;

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

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:

i. files 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. makes an assignment for the benefit of its creditors; or

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

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its 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 Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this 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 may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default (except with respect to Events set out in 10.1(e-g) for which no notice is required), but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- 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 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 under this Agreement; or
- e. The City shall have no obligation thereafter to make any payments to Developer in respect of the Blight Remediation Grants and may demand payment from the Developer of the amount of any previously paid Blight Remediation Grants, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer. The City may demand such payment at any time following its determination that Developer is in default under this Agreement.

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 the City employs attorneys or incurs 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 it 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 the best of its knowledge and belief after due inquiry, except as otherwise stated herein, 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 MM Real Estate, LLC at 1124 Ave H, Suite 1, Fort Madison, IA 52627, Attn: Michael Mohrfeld, 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, 2036, 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

C, 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.

*[Remainder of page intentionally left blank; signature pages follow]*

(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

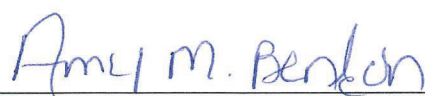
*[Signature page to Agreement for Private Development – City of Keokuk]*

MM REAL ESTATE, LLC,  
an Iowa limited liability company

By:   
Michael Mohrfeld, President

STATE OF IOWA            )  
  ) SS  
COUNTY OF LEE         )

This record acknowledged before me on April 29, 2026 by Michael Mohrfeld as the President of MM Real Estate, LLC.

  
Notary Public in and for said state

My commission expires: 8-30-2028



*[Signature page to Agreement for Private Development – MM Real Estate, LLC]*

EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

All of Block One-A (1-A) located partly in Estes Addition and partly in Kilbourne's Addition to the City of Keokuk, Lee County, Iowa, including vacated alley lying within in the Original City of Keokuk, Lee County, Iowa

AND

Lot Six (6) and the Rear Seventy (70) feet of Lots Seven (7) and Eight (8), Block Two Hundred Two (202), in the Original City of Keokuk, Lee County, Iowa.

EXHIBIT B  
MINIMUM IMPROVEMENTS

Minimum Improvements means the demolition of two of the Existing Buildings on the Development Property, the renovation of the third Existing Building on the Development Property for the construction of approximately 30 Housing Units, and the completion of related site improvements on the Development Property, as more particularly depicted in Exhibit B-1.

See Exhibit B-1 for depictions reflecting the Minimum Improvements.

EXHIBIT B-1  
DEPICTION OF MINIMUM IMPROVEMENTS

SOUTHEAST IOWA DEVELOPMENT CENTER

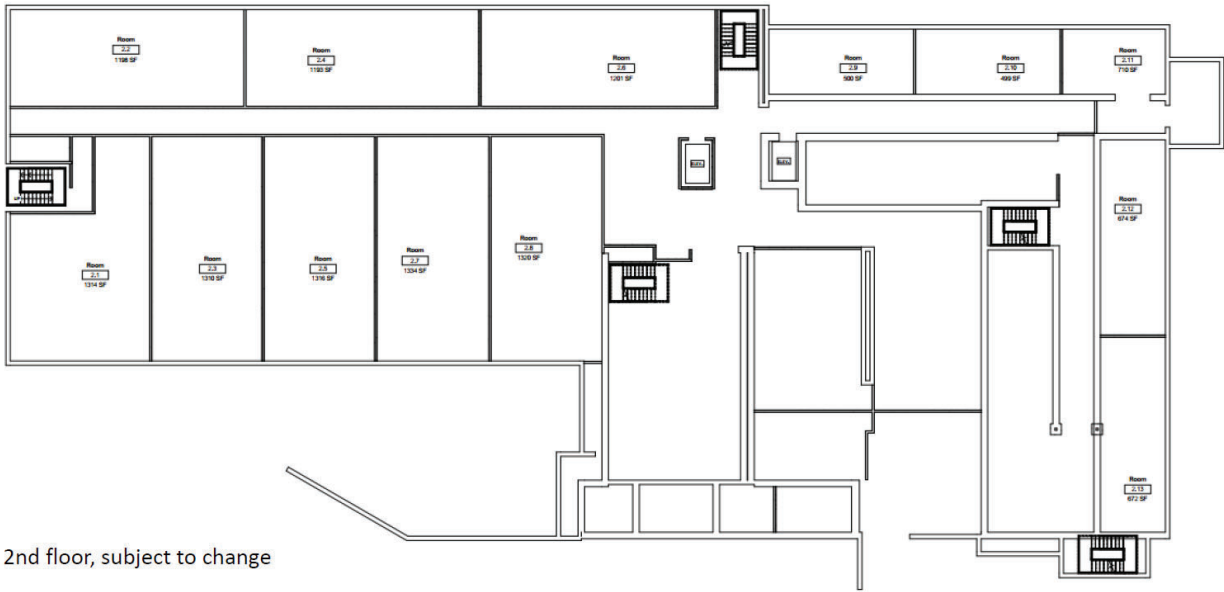
Project components



- RED = Demo
- GREEN = Renovation



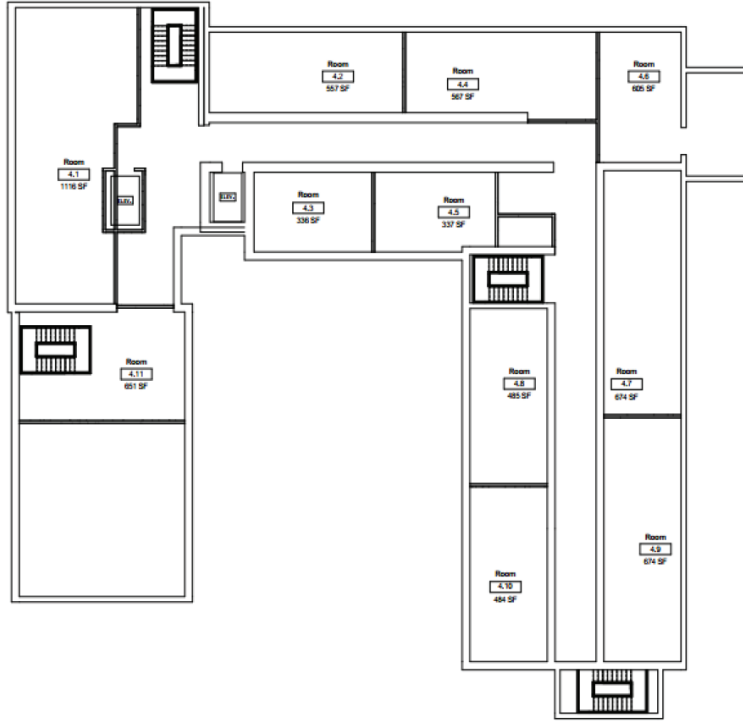
1<sup>st</sup> floor, subject to change.



2nd floor, subject to change



3rd floor, subject to change



4<sup>th</sup> floor, subject to change  
Minimum: 30 units

EXHIBIT C  
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Keokuk, Iowa (“City”) and MM Real Estate, LLC (“Developer”) did on or about \_\_\_\_\_, 2026, make, execute and deliver, each to the other, a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Amended and Restated Twin Rivers Urban Renewal Plan (“Plan”), to develop certain real property located within the City and within the Twin Rivers Urban Renewal Area, legally described as follows:

All of Block One-A (1-A) located partly in Estes Addition and partly in Kilbourne's Addition to the City of Keokuk, Lee County, Iowa, including vacated alley lying within in the Original City of Keokuk, Lee County, Iowa

AND

Lot Six (6) and the Rear Seventy (70) feet of Lots Seven (7) and Eight (8), Block Two Hundred Two (202), in the Original City of Keokuk, Lee County, Iowa.

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the date first set forth above and terminates on December 31, 2036, unless otherwise terminated earlier 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 or as of \_\_\_\_\_, 2026.

*[Remainder of page intentionally left blank; signature pages follow]*

(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 for Private Development – City of Keokuk]*

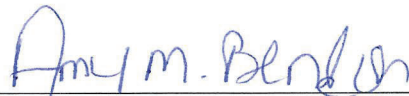
MM REAL ESTATE, LLC,  
an Iowa limited liability company

By:   
Michael Mohrfeld, President

STATE OF IOWA            )  
  ) SS  
COUNTY OF LEE         )

This record acknowledged before me on April 29, 2026 by Michael Mohrfeld as the President of MM Real Estate, LLC.



  
Notary Public in and for said state  
My commission expires: 8-30-2028

*[Signature page to Memorandum of Agreement for Private Development – MM Real Estate, LLC]*

EXHIBIT D  
DEVELOPER ANNUAL CERTIFICATION

(due before each October 15<sup>th</sup> as required under terms of Development Agreement)

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

(i) All ad valorem taxes on the Development Property 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 Housing Units constructed as part of the Minimum Improvements are in compliance with the requirements of the Workforce Housing Tax Credits Program;

(iii) 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.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MM REAL ESTATE, LLC**  
an Iowa limited liability company

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

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

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

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

This record acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_ as the \_\_\_\_\_ of MM Real Estate, LLC.

\_\_\_\_\_  
Notary Public in and for said state  
My commission expires: \_\_\_\_\_

**Attachments: Proof of payment of taxes**

EXHIBIT E  
CERTIFICATE OF COMPLETION

WHEREAS, the City of Keokuk, Iowa, (“City”) and MM Real Estate, LLC, an Iowa limited liability company (“Developer”) did on or as of \_\_\_\_\_, 2026, make, execute and deliver, each to the other, a Purchase, Sale, and Development Agreement (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:

All of Block One-A (1-A) located partly in Estes Addition and partly in Kilbourne's Addition to the City of Keokuk, Lee County, Iowa, including vacated alley lying within in the Original City of Keokuk, Lee County, Iowa

AND

Lot Six (6) and the Rear Seventy (70) feet of Lots Seven (7) and Eight (8), Block Two Hundred Two (202), in the Original 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 the 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.

*[Remainder of page intentionally left blank; signature pages follow]*

**TEMPLATE SIGNATURE PAGE - DO NOT SIGN UNTIL CONSTRUCTION IS COMPLETE**

(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

**TEMPLATE SIGNATURE PAGE - DO NOT SIGN UNTIL CONSTRUCTION IS COMPLETE**

*[Signature page to Certificate of Completion – City of Keokuk]*

4896-6117-8787-3\10787-103



# COUNCIL ACTION FORM

Date: June 4, 2026

Presented By: Ferneau

Subject: Public Hearing and Ordinance Amending Electric Franchise Agenda Item: 8 a & b

## Description:

When the Fiscal Year 2027 Budget was approved by City Council, one of the items that was approved to achieve a balance budget was to amend the franchise fee for both gas and electric utilities to 5%. The current fees are 2% for the gas utility and 3% for the electric utility.

Part of the process for implementing an amendment to a utility franchise fee is holding a Public Hearing on the topic prior to consideration of the amendment. The following Ordinance is designed to amend the Franchise Fee portion of the current Electric Franchise with Alliant Energy from 3% to 5%. After the three readings of the ordinance, we will provide guidance to Alliant Energy of the change. They will inform the Iowa Utilities Board (IUB) and will implement the new fee amount after all steps have been take and the IUB approves of the amendment.

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



**CITY OF KEOKUK , IOWA**  
**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KEOKUK , IOWA, BY MODIFYING PROVISIONS OF ORDINANCE 2018, THE CITY OF KEOKUK ELECTRIC FRANCHISE, RELATING TO FRANCHISE FEES**

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF **KEOKUK** , IA:

**SECTION 1. PURPOSE.** The City Council has determined that it is appropriate now to amend a provision of the **KEOKUK ELECTRIC** franchise, Ordinance **2018**, relating to franchise fees. The franchisee, Interstate Power and Light Company, has indicated its consent to the change in the ordinance as set forth herein. It is the intent of the City Council that all provisions set forth in the **KEOKUK ELECTRIC** franchise, Ordinance **2018**, shall remain in full force and effect except as modified specifically herein relating to franchise fees.

**SECTION 2. REPEAL AND MODIFICATION.** Section 9 of the **KEOKUK ELECTRIC** franchise, Ordinance **2018**, is repealed and the following adopted in lieu thereof:

Section 9. There is hereby imposed a franchise fee of five percent ( 5 %) upon the gross revenue generated from sales of **electricity** by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances, be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

**SECTION 3. CONFLICT AND REPEAL.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage and approval, written acceptance by the Company, and publication as required by law. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

Passed, approved and adopted by the **KEOKUK** City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

Attest:

\_\_\_\_\_  
**Celeste El Anfaoui, City Clerk**



# COUNCIL ACTION FORM

Date: June 4, 2025

Presented By: Ferneau

Subject: Railroad Bridge rate Ordinance Amendment Agenda Item: 9

## Description:

Included in your packet is an Ordinance implementing an immediate rate change effective July 1, 2026. This is on the Agenda for final reading. The rate would be changed from \$37 per rail car that crosses the bridge to \$70 per rail car. This is almost a 90% rate increase, and reflects the fact that rates have not been altered for over a decade as well as the reduction in railcars that have used the bridge annually.

We will continue to work with Keokuk Junction Railway on a combined federal Grant application in future grant cycles.

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



**AMENDED ORDINANCE NO.**

**AN ORDINANCE TO AMEND CODE OF ORDINANCES, CITY OF KEOKUK, IOWA, SECTION 9.60.010 RAILROAD BRIDGE TOLLS ESTABLISHED**

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

**Section 1.** The Code of Ordinances, City of Keokuk, Iowa is hereby amended by amending Chapter 9.60 – Railroad Bridge Tolls Established, Subchapter 9.60.010, Railroad Bridge Tolls Established, to read as follows:

9.60.010 – Railroad Bridge Tolls Established.

There is established a toll per railroad car, per trip, whether loaded or unloaded for all trains crossing east and west across the Keokuk Municipal Bridge, as follows:

Per car rate: **Seventy** dollars.

There will be no required minimum toll charge on a yearly basis.

These rates shall commence on July 1, 2026.

Effective July 1 of each year, beginning in 2027, the railroad car charges as set forth in this section shall be increased 3 percent (3%) from the prior year, except as amended by ordinance of the City Council. The City shall review said charges and rates every two (2) years to ensure that the system generates adequate revenues to pay the full costs of operation, maintenance, capital projects, and any debt service and to maintain adequate fund balances.

**SECTION 2. SEVERABILITY CLAUSE** – If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

**Initial reading Passed & Approved** this 7<sup>th</sup> day of May 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

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

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

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

AYES – 8

NAYS – 0

ABSENT – 1

**Second reading Passed & Approved** this 21<sup>st</sup> day of May 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

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

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

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

AYES – 8

NAYS – 0

ABSENT – 1

**Third reading Passed & Approved** this 4<sup>th</sup> day of June 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 –

NAYS –

ABSENT –



# COUNCIL ACTION FORM

Date: 6/4/2026

Presented By: Ferneau

Subject: Acceptance of a Proposal to Purchase \$1,025,000\* General Obligation Capital Loan Notes, Series 2026 Agenda Item: 10

### Description:

Resolution Directing the Acceptance of a Proposal to Purchase \$1,025,000\* General Obligation Capital Loan Notes, Series 2026.

This item pertains to the short term borrowing for equipment purchases, housing demolition funds, and building improvements/repairs at the police/fire department. Public Hearings were held Feb 19th, 2026. At the conclusion of the hearings a resolution was passed to take additional action on the borrowing. This items accepts the proposal to purchase the loan notes.

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



**ITEMS TO INCLUDE ON AGENDA  
FOR THE COUNCIL MEETING ON JUNE 4, 2026**

**CITY OF KEOKUK, IOWA**

\$1,025,000\* (Dollar Amount Subject to Change) General Obligation Capital Loan Notes

- Resolution Directing the Acceptance of a Proposal to Purchase \$1,025,000\* General Obligation Capital Loan Notes, Series 2026.

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

June 4, 2026

The City Council of the City of Keokuk, State of Iowa, met in regular session, in the 501 Main Street, Keokuk, Iowa, at 5:30 P.M., on the above date. There were present Mayor Smidt, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$1,025,000\* (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2026" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

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

**RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$1,025,000\* (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2026**

**WHEREAS**, the City of Keokuk, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

**WHEREAS**, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$1,025,000\* (Dollar Amount Subject to Change) as authorized by Sections 384.24A, 384.25, 384.26 and 384.28, Code of Iowa as amended; and

**WHEREAS**, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

**WHEREAS**, after a review of all the proposals received, it has been determined that the best and most favorable proposal is that of \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_; and

**WHEREAS**, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated June 4, 2026.

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

Section 1. That this City Council does hereby accept the attached proposal of \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 4<sup>th</sup> day of June 2026.

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

ATTEST:

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

(Attach Copy of Terms of Proposal)

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 4th day of June 2026.

\_\_\_\_\_  
Celeste El Anfaoui, City Clerk, City of  
Keokuk, State of Iowa

(SEAL)



# COUNCIL ACTION FORM

Date: June 4, 2026

Presented By: Brian Carroll, PWD

Subject: Oakland Cemetery Retaining Wall Replacement Agenda Item: 11

## Description:

This spring, the retaining wall attached to the City vault at Oakland Cemetery failed. Replacement of the wall is necessary to prevent further damage to the vault and to mitigate continued erosion of the hillside.

Staff solicited bids for the retaining wall replacement project and received two (2) bids. The lowest responsive and responsible bid was submitted by McClure Masonry in the amount of \$28,558 for Option 1.

Staff recommends awarding the contract for the retaining wall replacement to McClure Masonry of Burlington, Iowa, in the amount of \$28,558.

## FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 001-450-6320 Title: PROP MAINT

Amount Budgeted: NA

Actual Cost: \$28,558

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

Funding Sources:

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

Departments:

Cemetery \_\_\_\_\_

\_\_\_\_\_

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



**RESOLUTION NO.**

**A RESOLUTION AWARDED CONTRACT WITH MCCLURE MASONRY OF BURLINGTON, IOWA FOR OAKLAND CEMETERY RETAINING WALL REPLACEMENT**

**WHEREAS** the retaining wall attached to the city vault at the Oakland Cemetery failed this past spring; and

**WHEREAS** the wall needs to be replaced to prevent further damage to the vault and to mitigate continued erosion of the hillside; and

**WHEREAS** the city solicited bids for the wall replacement and two (2) bids were received; and

**WHEREAS** the low bidder was McClure Masonry of Burlington, IA with a bid amount of \$28,558, which was one of the two options submitted in their bid.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that McClure Masonry of Burlington , IA be awarded the contract to replace the retaining wall attached to the city vault at Oakland cemetery in the amount of \$28,558.

**Passed this 4<sup>th</sup> day of June**

---

Mayor – Mark Smidt

---

Attest – Celeste El Anfaoui



3520 Division Street  
Burlington, IA 52601

# Work & Bid Agreement

Date
5/15/2026

Name / Address
Brian Carroll City of Keokuk

Project
Oakland Cemetery

Description	Total
<p>McClure Masonry Inc. proposes to furnish labor, materials, equipment, and supervision necessary to complete the reconstruction of the two existing masonry wing walls as shown in the provided site photographs.</p> <p>Work shall include:</p> <ul style="list-style-type: none"> <li>Demolition and removal of the existing failed masonry wing walls.</li> <li>Hauling and disposal of demolished materials off-site.</li> <li>Excavation as required for installation of new retaining wall systems.</li> <li>Installation of compacted rock footing/base.</li> <li>Installation of wall with pinning and geogrid textile anchorage system.</li> <li>Installation of drainage tile system behind walls.</li> <li>Installation of clean rock backfill with proper compaction.</li> <li>Final grading immediately adjacent to reconstructed wall areas.</li> </ul> <hr/> <p><b>EXCLUSIONS</b></p> <p>The following items are specifically excluded from this proposal:</p> <ul style="list-style-type: none"> <li>Any repair, stabilization, or restoration work to the main cemetery structure/building.</li> <li>Roof repairs or replacement.</li> <li>Structural repairs to the vault structure.</li> <li>Engineering and permit fees unless specifically noted.</li> <li>Unforeseen subsurface conditions, rock excavation, or hidden structural deficiencies.</li> </ul> <hr/> <p>Acceptance of Proposal ~ The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Pay will be made in full after completion of above work.</p> <p>Signature _____ Date _____</p>	

# Work & Bid Agreement



3520 Division Street  
Burlington, IA 52601

Date
5/15/2026

Name / Address
Brian Carroll City of Keokuk

Project
Oakland Cemetery

Description	Total
<p>Option 1 Keystone Retaining Wall System Compac Hewn Stone – Sandstone Color Supply and installation of Keystone Compac Hewn Stone retaining wall system with positive pin connection and geogrid reinforcement.</p>	28,558.00
<p>Option 2 Weber Stone Cut Iowa Limestone 24" x 8" x 12" Cut Limestone Units Supply and installation of cut Iowa limestone retaining wall system utilizing drilled pin anchorage through stone units with geogrid reinforcement.</p>	75,085.00
<p>Acceptance of Proposal ~ The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Pay will be made in full after completion of above work.</p>	
<p>Signature _____ Date _____</p>	

For Bid Questions Call Jason McClure at 319-759-6172
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# COUNCIL ACTION FORM

Date: 6/4/26

Presented By: Tom Wills

Subject: Purchase of Two Secondary Digester Circulation Pumps Agenda Item: 12

## Description:

The Water Resource Recovery Facility solicited bids for two new secondary digester circulation pumps. The existing pumps have been in place since 1990 and are starting to wear out and maintenance and part would not be as cost effective as new pumps. Three bids were received from Vessco for \$55,177, Midwest Pump Works for \$70,955 and Electric Pump for \$44,751.98 The cost of these pumps would coming out of capitol projects funds

Staff recommends the purchase from Electric Pump for \$44,751.98

## FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 613-815-6790 Title: Capitla Projects

Amount Budgeted: 40,000

Actual Cost: 44,751.98

Under/Over: 4,751.98

Funding Sources:

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

Departments:

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

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



**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE PURCHASE OF TWO SECONDARY  
DIGESTER CIRCULATION PUMPS FOR THE WATER RESOURCE  
RECOVERY FACILITY**

**WHEREAS**, the existing secondary digester circulation pumps have in service since approximately 1990 and have reached the end of their useful life, resulting in reduced reliability; and

**WHEREAS**, the WRRF solicited competitive bids for the purchase of two replacement secondary circulation pumps and received the following bids  
Electric Pump Company-\$44,751.98  
Vessco, Inc-\$55,177.00  
Midwest Pump Works-\$70,955.00 and

**WHEREAS**, electric pump submitted the lowest bid in the amount of \$44751.98; and

**WHEREAS**, funding for this purchase will be paid from the WRRF capital projects fund Account No. 613-815-6790; and

**WHEREAS**, the staff at the WRRF finds the purchase of the pumps necessary to maintain the efficient and reliable operation of the WRRF.

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

- 1.The Purchase of Two secondary digester circulation pumps from Electric Pump Company in the amount of \$44751.98 is hereby approved
- 2.The Mayor and City Clerk are authorized to execute any documents necessary to complete this purchase from account 613-815-6790

**PASSED, APPROVED, AND ADOPTED by the City council of the city of Keokuk,  
Iowa, this the 4<sup>th</sup> day of June 2026.**

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

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



## Quotation

18 Feb 2026

Vessco Inc.  
8217 Upland Circle  
Chanhassen, MN 55317

Quotation number: 2600460  
Revision: 000

Attn: Eric Lawrence  
E-mail: ELawrence@vessco.com

Project: Replacement to 4X4 Model C, Keokuk, IA  
Your reference: SN 7994626-1

We thank you for your above referenced inquiry, and are pleased to submit our quotation for your consideration.

Please see the next page for a summary of our offer. Full details can be found in subsequent pages.

We hope you find our quotation in line with your requirements. However, if you have any questions, please do not hesitate to contact us.

Best regards,

LOHITH S  
Trillium Pumps USA, Inc  
Email : lohith.s@trilliumflow.com



### Quotation Summary

18 Feb 2026

Vessco Inc.  
8217 Upland Circle  
Chanhassen, MN 55317

Quotation number: 2600460  
Revision: 000

Attn: Eric Lawrence  
E-mail: ELawrence@vessco.com

Project: Replacement to 4X4 Model C, Keokuk, IA  
Your reference: SN 7994626-1

Item number	Service	Size	Unit Price	Unit Freight	Qty	Extended Price
001	Bare Pump	4" Model C	\$ 20,475	\$ 683	1	\$ 21,158
002	Package	4" Model C	\$ 33,151	\$ 868	1	\$ 34,019
Grand Total						\$ 55,177

**PUMP FEATURES:** All Trillium Pumps USA INC are designed to reduce maintenance costs through greater pump reliability and improved mean time between failure.

**SCOPE OF SUPPLY:** Only that material detailed in this quotation is being offered. No assumptions should be made that anything not specifically specified is included.

**QUALITY STANDARDS:** Trillium Pumps USA INC is an ISO 9001:2015 certified plant.

**PROPOSAL VALIDITY:** 30 days from the date of our proposal.

**PRICE:** Fixed and firm through delivery period.

**SHIPMENT:** Approximately 19-21 weeks after receipt of approved purchase order and/or final approval of submittal and drawings.

**START-UP:** Not included.

**TERMS AND CONDITIONS:** The Terms and Conditions of Sale attached hereto as Trillium Global Terms and Conditions of Sale (July 2022) ("these Terms") apply to the sale of goods and ancillary services (collectively, "Goods") by Seller to its customer (the "Buyer"). These Terms are the only terms and conditions, oral or written, applying to the sale of Goods to Buyer except for additional terms consistent with these Terms regarding prices, quantities, and the description of the Goods as set forth in an order form accepted by Seller ("Order"). Seller expressly rejects any additions to or modifications of these Terms, or terms and conditions in Buyer's purchase Order(s). Buyer's assent to these Terms is conclusively established by Buyer's: (i) issuance or placement of a purchase Order or (ii) acceptance of any of the Goods covered by these Terms.

**PAYMENT TERMS:** 100% Net 30 days (subject to credit approval). Purchase orders must be made out to Trillium Pumps USA INC.

## Item Description

Customer	Vessco Inc.	Size / Stages	4" Model C / 1
Item number	001	Pump speed	1500 rpm
Customer reference	SN 7994626-1	Quote number	2600460

## Pump

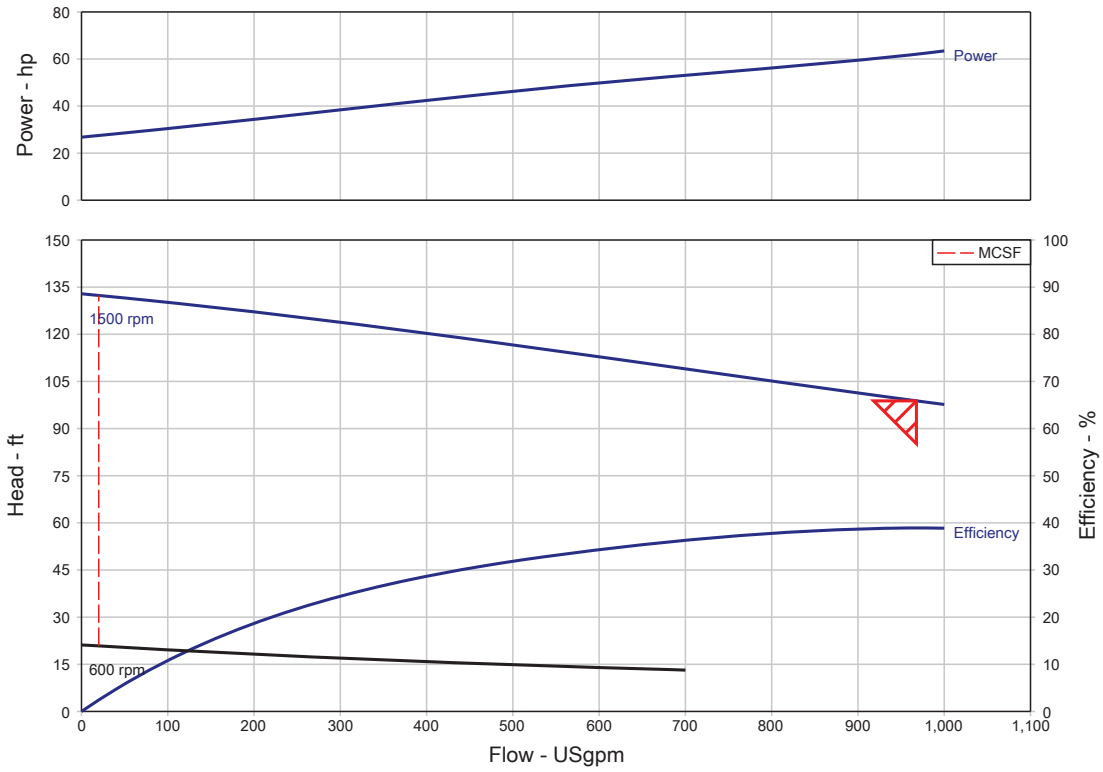
Qty	Description
1	<p><b>4" Model C</b></p> <p><b>General Pump Options</b></p> <p><b>Pump Options</b></p> <ul style="list-style-type: none"> <li>Clockwise rotation (CW)</li> <li>Steel pump hardware</li> </ul> <p><b>Bearing lubrication</b></p> <ul style="list-style-type: none"> <li>Oil lubricated bearings</li> <li>Nitrile elastomers</li> </ul> <p><b>Case Assembly</b></p> <ul style="list-style-type: none"> <li>4x4 Case</li> <li>Vertical Top</li> <li>Ni-Hard case (650+ BHN hardness)</li> <li>No case vent &amp; drain</li> <li>Standard suction connection</li> </ul> <p><b>Rotating Assembly</b></p> <p><b>Rotating Assembly</b></p> <ul style="list-style-type: none"> <li>Ni-Hard impeller (650+ BHN hardness)</li> <li>Static balance</li> <li>Steel shaft</li> <li>Steel impeller bolt</li> </ul> <p><b>Pump Sealing</b></p> <p><b>Pump sealing</b></p> <ul style="list-style-type: none"> <li>Seal Type: Packing</li> <li>Acrylic/graphite packing</li> <li>416 SST shaft sleeve</li> <li>Cast iron gland housing/backplate</li> <li>Bronze gland</li> </ul> <p><b>Driver</b></p> <p><b>Motors</b></p> <ul style="list-style-type: none"> <li>No Motor Supplied: No Motor Supplied</li> </ul> <p><b>Baseplate and Drive</b></p> <ul style="list-style-type: none"> <li>No Baseplate</li> </ul> <p><b>Protective Coatings</b></p> <p><b>Paint type</b></p> <ul style="list-style-type: none"> <li>Epoxy 2 Coat Paint - Blue (Prime and Top Coat) - Option #8A</li> </ul> <p><b>Packing &amp; Shipping</b></p> <p><b>Shipping</b></p> <ul style="list-style-type: none"> <li>No Boxing</li> <li>Trillium Decision Carrier</li> </ul> <p><b>Freight Rates</b></p> <ul style="list-style-type: none"> <li>Freight Rates - Iowa: Iowa</li> </ul> <p><b>Material Testing</b></p> <p><b>Material Testing</b></p> <ul style="list-style-type: none"> <li>No Hardness Testing</li> <li>No Non-Destructive Testing</li> </ul> <p><b>Testing</b></p> <p><b>Testing</b></p> <ul style="list-style-type: none"> <li>No Testing</li> </ul>

## Pump

Qty	Description
	<p><b>Documentation</b></p> <p>Submittal Review Period (weeks): 0 Test Curve Review Period (weeks): 0</p> <p><b>Estimated Weights</b></p> <p>Bareshaft Pump: 890.0 lb Baseplate: 0.00 lb Driver: 0.00 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Total Per Unit Weight: 890.0 lb</p>

Item number	: 001	Size	: 4" Model C
Service	: Bare Pump	Stages	: 1
Quantity	: 1	Date last saved	: 09 Feb 2026 9:47 PM
Quote number	: 2600460	Curve Number	: 4C_P10C-D56

Operating Conditions		Liquid	
Flow, rated	: 967.8 USgpm	Liquid description	:
Differential head / pressure, rated (requested)	: 98.82 ft	Solids diameter, max	: 0.00 in
Differential head / pressure, rated (actual)	: 98.82 ft	Solids concentration, by volume	: 0.00 %
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Temperature, max	: 68.00 deg F
NPSH available, rated	: Ample	Fluid density, rated / max	: 1.000 / 1.000 SG
Site Supply Frequency	: 60 Hz	Viscosity, rated	: 1.00 cP
<b>Performance</b>		Vapor pressure, rated	: 0.34 psi.a
Speed, rated	: 1500 rpm	<b>Pressure Data</b>	
Speed, maximum	: 1500 rpm	Maximum working pressure	: 57.51 psi.g
Speed, minimum	: 600 rpm	Maximum working pressure based on API criteria	: API610 Not Selected
Efficiency	: 38.92 %	Maximum allowable working pressure	: 60.00 psi.g
NPSH required / margin required	: - / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,830 / - US Units	Hydrostatic test pressure	: N/A
MCSF	: 20.00 USgpm	<b>Driver &amp; Power Data (@Max density)</b>	
Head maximum, rated speed	: 132.9 ft	Driver sizing specification	: Rated power
Head rise to shutoff	: 34.48 %	Margin over specification	: 0.00 %
Flow, best eff. point	: 967.8 USgpm	Service factor	: 1.15
Flow ratio, rated / BEP	: 100.00 %	Power, hydraulic	: 24.14 hp
Speed ratio (rated / max)	: 100.00 %	Power, rated	: 62.03 hp
Head ratio (rated speed / max speed)	: 100.00 %	Power, maximum, rated diameter	: 63.44 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 25.00 hp / 18.64 kW



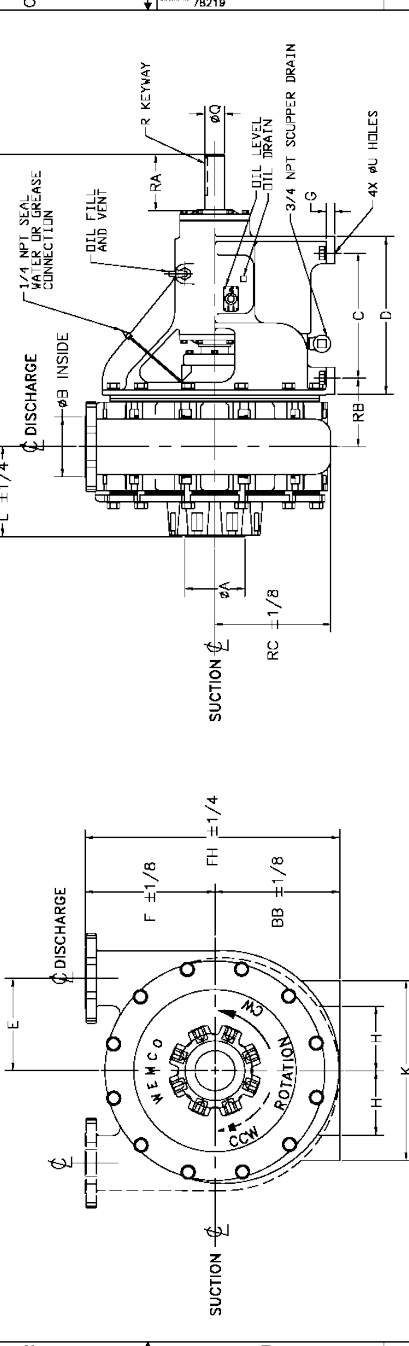
### General Arrangement Drawing

Customer : Vessco Inc. : 2600460  
 Customer reference : SN 7994626-1 : 4" Model C  
 Item number : 001 : 1  
 Service : Bare Pump : 1500 rpm  
 Quantity of pumps : 1.0 : 09 Feb 2026 9:47 PM

PUMP SIZED BY: SUCTION X DISCHARGE / ALL DIMS. IN INCHES

PUMP SIZE	A	B	C	D	E	F	G	H	K	L	N	O	R	U	BB	FH	RA	RB	RC	
4X4	4																			
5X4	5	4	12 1/2	16	9 1/4	13	Z	8	18	9	3B 1/4	2	1/2 X 1/4	7/8	12	25	5 1/2	6 7/8	11 1/2	
6X4	6									12	41 1/4									

- NOTES:
1. DIMENSIONS ARE NET FOR INSTALLATION PURPOSES UNLESS CERTIFIED.
  2. PUMP AND ACCESSORIES ARE DESIGNED FOR CONTINUOUS DUTY.
  3. ALL DISCHARGE PIPING SHOULD BE FITTED TO THE PUMP FLANGES AFTER THE PUMP IS SET IN PLACE AND LEVELLED. USE THICK WALL PIPING.
  4. SUCTION AND DISCHARGE FLANGES ARE SLOTTED DN STANDARD 125 LB. AND 150 LB. ASM. 3/4" I.D. UNLESS.



### VERTICAL UP DISCHARGE

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES. SURFACES UNLESS OTHERWISE SPECIFIED ARE TO BE FINISHED TO THE FOLLOWING TOLERANCES:

FINISH	TOLERANCE
FREE SURFACES	±0.005
HOLES	±0.005
KEYWAYS	±0.005
THREADS	AS PER ANSI B1.1
WELDING	AS PER AWS D10.1

WEMCO ROTO-JET GENERAL ARRANGEMENT MODEL C WEMCO TORQUE-LOW PUMP

DATE: 02/09/2026  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

### General Arrangement Drawing

Customer : Vessco Inc. : 2600460  
 Customer reference : SN 7994626-1 : 4" Model C  
 Item number : 001 : 1

Service : Bare Pump

Pump speed : 1500 rpm

Quantity of pumps : 1.0

Date last saved : 09 Feb 2026 9:47 PM

ITEM NO.	QTY	PART NO.	DESCRIPTION
1	1	1	CASE
2	1	2	IMPELLER
3	1	3	FLANGE, SUCTION
4	1	4	HOUSING, BEARING
5	1	5	WEARPLATE
6	2	7	CAP, BEARING
7	1	9	SHOULDER
8	1	10	BOLT, HEX HD
9	2	11	BEARING, INBOARD
10	3	16	BEARING, OUTBOARD
11	2	17	SEAL, OIL

ITEM NO.	QTY	PART NO.	DESCRIPTION
12	2	20	RING, RETAINING
13	1	21	SPLINGER
14	2	24	GASKET, CASE
15	1	25	SOFT BEARING CAP 1/16" THK
16	4	26	SOFT BEARING CAP .002 THK
17	1	27	GASKET, O-RING HOUSING
18	1	29	PLATE, SERIAL
19	8	30	SCREW, DRIVE
20	1	31	KEY, SQUARE SHFT
21	5	36	WASHER, RUBBER
22	5	37	WASHER, CLIPPED
23	24	40	BOLT, HEX HD 3/4"-10 X 2 1/2
24	4	41	WASHER, FLAT 3/4
25	24	42	NUT, SO HD 3/4"-10
26	6	48	BOLT, HEX HD 3/8"-16 X 1 1/2
27	12	50	SCREW, HEX HD 3/8"-16 X 1 1/4
28	12	51	WASHER, LOCK 3/8
29	2	54	PLUG, PIPE NPTM
30	1	55	PLUG, PIPE NPTM
31	1	56	PLUG CARTRIDGE NPTM
32	1	57	BUSHING, NPTM
33	1	58	VENT, AIR
34	4	59	STUD, TAP END 1/2"-13 X 2 1/4
35	4	60	NUT, HEX 1/2"-13
36	1	61	ELBOW ST. 90° NPT
37	4	63	WASHER, CLIPPED 1/2
38	4	64	WASHER, RUBBER 1/2
39	1	67	SEAL, ASSEMBLY
40	1	83	ELBOW, 90° STREET NPT F X M
41	1	84	SIGHT WINDOW, LOW PRSR NPT
42	1	85	INNERPLATE, OIL LEVEL
43	1	86	PLUG, PP NPT
44	1	87	WASHER, THRUST
45	1	98	CELLAR, LOCKING
46	2	99	SCREW, SOIC HD CAP 1/4"-20

**NOTE**

- ITEMS 34 AND 36 ARE FOR SHIPPING PROTECTION ONLY
- REFERENCE WEMCO SPECIFICATION 8222 FOR IMPELLER LEADERSHIP THROU-VALVES
- INSTALLATION AND SHIMMING REQUIREMENTS ARE REQUIRED FOR BEARINGS. SEE DIMENSIONS FOR BEARINGS. **△**
- PUMP SHAFT, WITHOUT PACKING OR SEAL, SEE DETAIL DRAWINGS FOR SEAL ARRANGEMENTS.
- SURFACE PREP AND PAINT THESE PARTS PER PRODUCT STRUCTURE, TRANSMITTAL, OR DEFINITION SHEETS.

**4" MODEL 'C' PUMP ASSEMBLY**

**WEMCO ROTO-JET**

THIS DRAWING CONTAINS PROPRIETARY INFORMATION AND IS THE SOLE PROPERTY OF TRILLIUM FLOW TECHNOLOGIES. ANY REPRODUCTION OR DISTRIBUTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF TRILLIUM FLOW TECHNOLOGIES IS STRICTLY PROHIBITED.

DATE: 02/09/2026  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 PART NO: **D 78219**  
 REV: **5**

## Item Description

Customer	Vessco Inc.	Size / Stages	4" Model C / 1
Item number	002	Pump speed	1500 rpm
Customer reference	SN 7994626-1	Quote number	2600460

## Pump

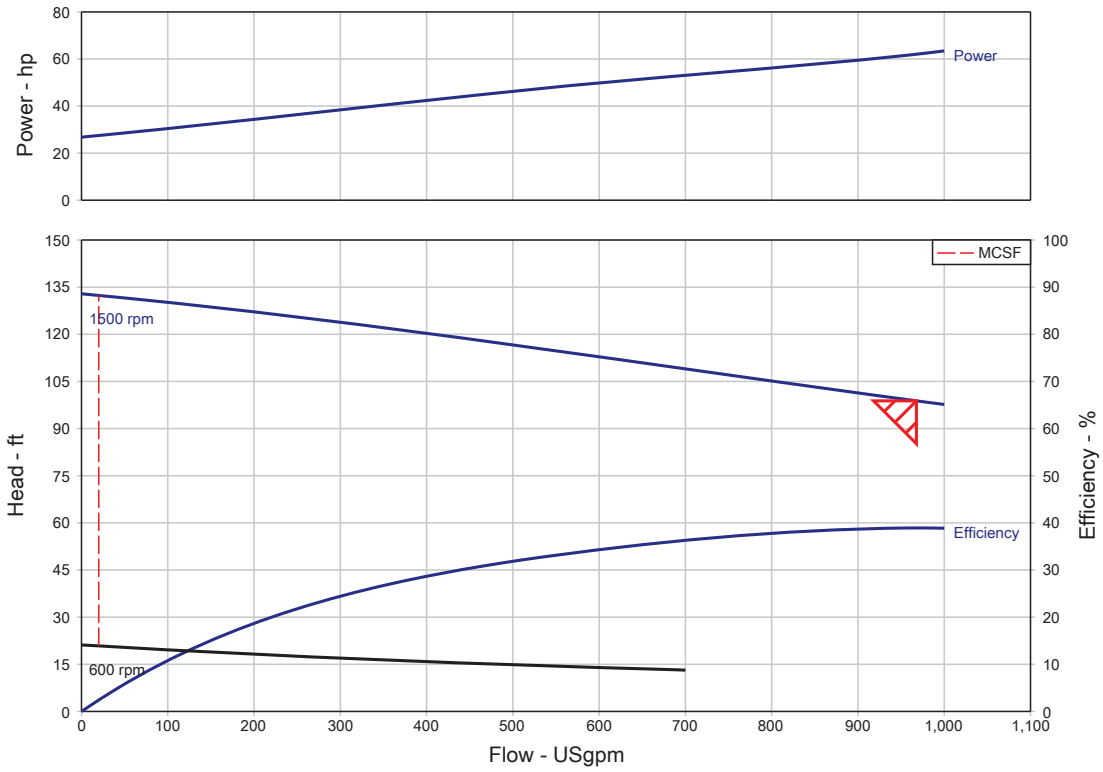
Qty	Description
1	<p><b>4" Model C</b></p> <p><b>General Pump Options</b></p> <p><b>Pump Options</b></p> <ul style="list-style-type: none"> <li>Clockwise rotation (CW)</li> <li>Steel pump hardware</li> </ul> <p><b>Bearing lubrication</b></p> <ul style="list-style-type: none"> <li>Oil lubricated bearings</li> <li>Nitrile elastomers</li> </ul> <p><b>Case Assembly</b></p> <ul style="list-style-type: none"> <li>4x4 Case</li> <li>Vertical Top</li> <li>Ni-Hard case (650+ BHN hardness)</li> <li>No case vent &amp; drain</li> <li>Standard suction connection</li> </ul> <p><b>Rotating Assembly</b></p> <p><b>Rotating Assembly</b></p> <ul style="list-style-type: none"> <li>Ni-Hard impeller (650+ BHN hardness)</li> <li>Static balance</li> <li>Steel shaft</li> <li>Steel impeller bolt</li> </ul> <p><b>Pump Sealing</b></p> <p><b>Pump sealing</b></p> <ul style="list-style-type: none"> <li>Seal Type: Packing</li> <li>Acrylic/graphite packing</li> <li>416 SST shaft sleeve</li> <li>Cast iron gland housing/backplate</li> <li>Bronze gland</li> </ul> <p><b>Driver</b></p> <p><b>Motors</b></p> <p>Trillium Supplied Motor: Trillium Supplied Motor            25HP 284T 1800RPM Premium Efficiency TEFC Horizontal motor</p> <p>All motors are sized and selected in accordance with Hydraulic Institute Grade 2 - 2B performance test acceptance grades and tolerances which adds 8% to the rated horsepower requirement of the pump. This calculation has not changed the rated horsepower or efficiency shown on the Performance Data Sheet. View the link for more information from Hydraulic Institute.</p> <p>Motor manufacturer - Trillium Standard</p> <p><b>Baseplate and Drive</b></p> <ul style="list-style-type: none"> <li>Belt Drive Baseplate - Side Mount</li> <li>Steel Baseplate</li> <li>Trillium Standard Baseplate Design</li> <li>Steel Baseplate Hardware</li> <li>Fiberglass/Polyethylene Guards</li> <li>Left Hand Side Mount Motor</li> </ul> <p><b>Belts and Sheaves</b></p> <ul style="list-style-type: none"> <li>Variable Speed Belts and Sheaves - Stationary Control</li> </ul> <p><b>Protective Coatings</b></p> <p><b>Paint type</b></p> <ul style="list-style-type: none"> <li>Epoxy 2 Coat Paint - Blue (Prime and Top Coat) - Option #8A</li> </ul> <p>Unless otherwise noted all motors will receive top coat only of specified paint</p>

## Pump

Qty	Description
	<p><b>Packing &amp; Shipping</b></p> <p><b>Shipping</b></p> <p>No Boxing                      Trillium Decision Carrier</p> <p><b>Freight Rates</b></p> <p>Freight Rates - lowa: lowa</p> <p><b>Material Testing</b></p> <p><b>Material Testing</b></p> <p>No Hardness Testing                      No Non-Destructive Testing</p> <p><b>Testing</b></p> <p><b>Testing</b></p> <p>No Testing</p> <p><b>Documentation</b></p> <p>Submittal Review Period (weeks): 0                      Test Curve Review Period (weeks): 0</p> <p><b>Estimated Weights</b></p> <p>Bareshaft Pump: 890.0 lb                      Baseplate: 440.0 lb                      Driver: 0.00 lb                      Misc. Weight: 0.00 lb                      Misc. Weight: 0.00 lb                      Misc. Weight: 0.00 lb                      Total Per Unit Weight: 1,330.0 lb</p>

Item number	: 002	Size	: 4" Model C
Service	: Package	Stages	: 1
Quantity	: 1	Date last saved	: 09 Feb 2026 9:45 PM
Quote number	: 2600460	Curve Number	: 4C_P10C-D56

Operating Conditions		Liquid	
Flow, rated	: 967.8 USgpm	Liquid description	:
Differential head / pressure, rated (requested)	: 98.82 ft	Solids diameter, max	: 0.00 in
Differential head / pressure, rated (actual)	: 98.82 ft	Solids concentration, by volume	: 0.00 %
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Temperature, max	: 68.00 deg F
NPSH available, rated	: Ample	Fluid density, rated / max	: 1.000 / 1.000 SG
Site Supply Frequency	: 60 Hz	Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.34 psi.a
Performance		Pressure Data	
Speed, rated	: 1500 rpm	Maximum working pressure	: 57.51 psi.g
Speed, maximum	: 1500 rpm	Maximum working pressure based on API criteria	: API610 Not Selected
Speed, minimum	: 600 rpm	Maximum allowable working pressure	: 60.00 psi.g
Efficiency	: 38.92 %	Maximum allowable suction pressure	: N/A
NPSH required / margin required	: - / 0.00 ft	Hydrostatic test pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,830 / - US Units	Driver & Power Data (@Max density)	
MCSF	: 20.00 USgpm	Driver sizing specification	: Rated power
Head maximum, rated speed	: 132.9 ft	Margin over specification	: 0.00 %
Head rise to shutoff	: 34.48 %	Service factor	: 1.15
Flow, best eff. point	: 967.8 USgpm	Power, hydraulic	: 24.14 hp
Flow ratio, rated / BEP	: 100.00 %	Power, rated	: 62.03 hp
Speed ratio (rated / max)	: 100.00 %	Power, maximum, rated diameter	: 63.44 hp
Head ratio (rated speed / max speed)	: 100.00 %	Minimum recommended motor rating	: 25.00 hp / 18.64 kW
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00		



### General Arrangement Drawing

Customer : Vessco Inc. Quote number : 2600460  
 Customer reference : SN 7994626-1 Size : 4" Model C  
 Item number : 002 Stages : 1  
 Service : Package Pump speed : 1500 rpm  
 Quantity of pumps : 1.0 Date last saved : 09 Feb 2026 9:45 PM

PUMP SIZED BY: SUCTION X DISCHARGE / ALL DIMS. IN INCHES																		
PUMP SIZE	MOTOR FRAME	E	F	G	L	N	NX	V	X	Z	CB	CC	CD	RA	BX	SHAFT CTR.-TO-CTR.	T	W
4X4	182T - 284T	9	38 3/16	3	5 3/4	17 1/2	20 10 1/4	47	45	18 1/8 - 23	4							
5X4	182T - 284T	9	41 1/8	3	5 3/4	17 1/2	20 10 1/4	47	45	18 1/8 - 23	4							
6X4	182T - 284T	12	41 1/8	3	5 3/4	17 1/2	20 10 1/4	47	45	18 1/8 - 23	4							
	365T																	

**OPTIONAL RIGHT HAND MOTOR MOUNT**

**OPTIONAL LEFT HAND MOTOR MOUNT**

**NOTES:**

- PUMP AS SHOWN IS AS VIEWED FROM SUCTION END. DESIGNATED ROTATION AND MOTOR LOCATION IS AS VIEWED FROM SHAFT END.
- SUCTION AND DISCHARGE FLANGES MATE WITH STD. 150 LB. ANSI FLANGES.
- DIMENSIONS ARE NOT FOR INSTALLATION PURPOSES UNLESS CERTIFIED.

**WEMCO ROTO-JET**

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES. DIMENSIONS IN PARENTHESES ARE FOR REFERENCE ONLY. SURFACES UNLESS OTHERWISE SPECIFIED ARE TO BE FINISHED TO A 32 R.M.S. FINISH. ALL DIMENSIONS ARE TO BE TAKEN TO THE CENTER OF THE HOLE UNLESS OTHERWISE SPECIFIED.

WEMCO ROTO-JET  
 4" MODEL C  
 1500 RPM  
 1 STAGE  
 1.0 QUANTITY  
 09 FEB 2026 9:45 PM  
 78213

### General Arrangement Drawing

Customer : Vessco Inc. Quote number : 2600460  
 Customer reference : SN 7994626-1 Size : 4" Model C  
 Item number : 002 Stages : 1

Service : Package : 1.0 Pump speed : 1500 rpm Date last saved : 09 Feb 2026 9:45 PM

ITEM	QTY	PART NO.	DESCRIPTION
1	1	1	CASE
2	1	2	IMPELLER
3	1	3	FLANGE, SUCTION
4	1	4	HOUSING, BEARING
5	1	5	WEARPLATE
6	2	7	CAP, BEARING
7	1	9	SHOULDER
8	1	10	BOLT, HEX HD
9	2	11	BEARING, INBOARD
10	3	16	BEARING, OUTBOARD
11	2	17	SEAL, OIL

ITEM	QTY	PART NO.	DESCRIPTION
12	2	20	RING, RETAINING
13	1	21	SPLINGER
14	2	24	GASKET, CASE
15	1	25	SOCK BEARING CAP 1/16" THK
16	4	26	SOCK BEARING CAP .002 THK
17	1	27	GASKET, O-RING HOUSING
18	1	29	PLATE, SERIAL
19	8	30	SCREW, DRIVE
20	1	31	KEY, SQUARE SHFT
21	5	36	WASHER, RUBBER
22	5	37	WASHER, CLIPPED
23	24	40	BOLT, HEX HD 3/4"-10 X 2 1/2
24	4	41	WASHER, FLAT 3/4
25	24	42	NUT, SO HD 3/4"-10
26	6	48	BOLT, HEX HD 3/8"-16 X 1 1/2
27	12	50	SCREW, HEX HD 3/8"-16 X 1 1/4
28	12	51	WASHER, LOCK 3/8
29	2	54	PLUG, PIPE NPTM
30	1	55	PLUG, PIPE NPTM
31	1	56	PLUG CARPLUG NPTM
32	1	57	BUSHING, NPTM
33	1	58	VENT, AIR
34	4	59	STUD, TAP END 1/2"-13 X 2 1/4
35	4	60	NUT, HEX 1/2"-13
36	1	61	ELBOW ST. 90° NPT
37	4	63	WASHER, CLIPPED 1/2
38	4	64	WASHER, RUBBER 1/2
39	1	67	SEAL, ASSEMBLY
40	1	83	ELBOW, 90° STREET NPT F X M
41	1	84	SIGHT WINDOW, LOW PRSR NPT
42	1	85	INNERPLATE, OIL LEVEL
43	1	86	PLUG, PP NPT
44	1	87	WASHER, THRUST
45	1	98	CELLAR, LOCKING
46	2	99	SCREW, SOG HD CAP 1/4"-20

**NOTE**

- ITEMS 34 AND 36 ARE FOR SHIPPING PROTECTION ONLY
- REFERENCE WEMCO SPECIFICATION 8222 FOR IMPELLER LEADERSHIP THROU-F VALVES
- INSTALLATION AND SHIMMING PROCEDURES ARE REQUIRED
- PUMP SHAFT, WITHOUT PACKING OR SEAL, SEE DETAIL DRAWINGS FOR SEAL ARRANGEMENTS.
- SURFACE PREP AND PAINT THESE PARTS PER PRODUCT STRUCTURE, TRANSMITTAL, OR DEFINITION SHEETS.

WEMCO ROTO-JET  
 THE ABOVE COMPANY, INCLUDING ALL THE EQUIPMENT, IS THE PROPERTY OF WEMCO. IT IS TO BE USED ONLY FOR THE PURPOSES INTENDED BY WEMCO. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

DATE: 02/09/2026  
 DRAWING NO: 78219  
 REV: 5

**TERMS AND CONDITIONS OF SALE**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In the Contract the following definitions apply as well as any definitions defined locally within these Terms and Conditions or the applicable Purchase Order:

- "Affiliate"** means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity;
- "Applicable Law"** means all applicable laws, legislation, regulations and governmental guidance having binding force, whether local or national, and having jurisdiction over the parties in relation to the Contract;
- "Contract"** means these Terms and Conditions and the applicable Purchase Order;
- "Customer"** means the person specified in the Purchase Order who purchases Goods and/or Services from Trillium, and such person's successors;
- "Customer Plant"** means Customer's plant, machinery, goods and/or equipment which is to be serviced by Trillium as part of the Services;
- "Defect"** has the meaning given in clause 8.2, and **"Defective"** shall be construed accordingly;
- "Force Majeure"** means an event or sequence of events beyond a party's reasonable control, preventing or delaying that party from performing its obligations under the Contract, including: (a) an act of God, fire, flood, lightning, earthquake or other natural disaster, epidemic or pandemic; (b) any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown; (c) war, riot or civil unrest; (d) interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service, or material required for performance of the Contract; or (e) strike, lockout or boycott or other industrial action including those involving Trillium or its workforce;
- "Goods"** means all goods, products and ancillary equipment and spare parts specified in the applicable Purchase Order;
- "Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, rights in Confidential Information, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;
- "Price"** means the price payable by the Customer to Trillium for the applicable Goods and/or Services (as applicable);
- "Purchase Order"** means the document agreed by the parties that sets out details of the Goods and/or Services that are to be provided by Trillium to the Customer in accordance with these Terms and Conditions and any terms mutually agreed in the Purchase Order;
- "Site"** means the address of the place where the Services are to be performed, as specified in the Purchase Order;
- "Services"** means the services set out in the Purchase Order that are to be performed by Trillium or by the Sub-Suppliers, as the case may be;
- "Sub-Supplier"** means any agent, sub-contractor or other third party engaged by Trillium in relation to the provision of the Goods and/or Services;
- "Sub-Supplier Personnel"** means all employees, officers, staff, other workers, agents and consultants of a Sub-Supplier;
- "Terms and Conditions"** means these terms and conditions of sale in relation to the applicable Contract;
- "Trillium"** means the Trillium entity specified in the Purchase Order that provides the Goods and/or Services to the Customer, and such Trillium entity's successors;
- "Trillium Indemnitees"** means Trillium, its Affiliates and Sub-Suppliers, and its and their respective personnel; and
- "Trillium Personnel"** means all employees, officers, staff, other workers, agents and consultants of Trillium and its Affiliates who are engaged in the performance of Trillium's obligations under the Contract from time to time.

1.2 The parties agree that: (a) the headings to the clauses in these Terms and Conditions are inserted for convenience of reference and shall not affect their interpretation; (b) in case of any conflict or inconsistency between these Terms and Conditions and the terms of the Purchase Order, the terms of the Purchase Order shall prevail; and (c) English shall be the language of the Contract, and all communications, written or oral, and documents under the Contract shall be in the English language unless otherwise stated elsewhere in the Contract.

**2. APPLICABILITY, CONTRACT FORMATION AND CHANGES**

- 2.1 **Applicability.** These Terms and Conditions apply to all orders for Goods and/or Services made by the Customer pursuant to a Purchase Order. Unless expressly agreed in writing by Trillium, any terms or conditions in the Customer's request or other documents provided by the Customer shall not apply to any Goods or Services provided by Trillium and shall not bind Trillium, and Trillium explicitly rejects any such terms or conditions.
- 2.2 **Contract Formation.** Where the Customer wishes to purchase Goods and/or Services from Trillium it will communicate its requirements to Trillium. Upon receipt of such request, Trillium may produce a draft document setting out the details of the Goods and/or Services that Trillium proposes to provide and shall provide this draft document to the Customer. If applicable, the terms of the draft document shall be valid for the time period stated in that draft document and thereafter are subject to change. The Contract between Trillium and the Customer is formed upon the parties formally executing or otherwise acknowledging in writing a Purchase Order and shall continue until each party's obligations are completed in accordance with the terms of the Contract, unless terminated earlier in accordance with the terms of the Contract (the **"Term"**). Trillium has no obligation to agree to any Purchase Orders.
- 2.3 **Changes.** The Customer may request modifications as to the amount, scope and/or nature of the Goods and/or Services via a written change request. If, in Trillium's sole opinion, any such modification will affect the agreed Price and/or time of delivery, Trillium will notify the Customer in writing and will not be obligated to perform any modification unless the Customer agrees in writing to such Price and/or time of delivery amendment. The Customer shall not tamper with, or make changes or additions to, the Goods, including any labels, plates, markings and any other feature carried by the Goods.

**3. PRICE AND PAYMENT**

3.1 **Price and Payment Terms.** The Price and payment terms shall be as set out in the Purchase Order. Where no Price for Services is set out in the Purchase Order, it shall be calculated on a time and materials basis in accordance with Trillium's price schedule then in force. Where no payment terms are set out in the Purchase

Order, payment of each invoice shall be due and payable thirty (30) days after the date of the invoice. All invoices shall be paid without any set-off, counterclaim or deduction whatsoever.

- 3.2 **Additional Charges.** Any technical documents, inspection reports, evaluation or opinion requested by the Customer in connection with the Contract shall be chargeable, such charges to be agreed by the parties. Any time that Trillium Personnel or Sub-Supplier Personnel are required at the Site(s) outside of the agreed working hours shall be chargeable as overtime. If Trillium incurs any costs due to the Customer's failure to comply with any of its obligations under the Contract, the Customer shall be responsible for such costs.
  - 3.3 **Excluded Charges and Tax.** Unless expressly provided otherwise in the Purchase Order: (a) transportation charges, delivery charges, customs duties, insurance charges, packaging costs, consular fees, and any other similar charges are not included in the Price; and (b) the Customer shall be responsible for all taxes (other than taxes based on the income of Trillium), charges and assessments levied or imposed on the sale(s) made under the Contract. In the event that Trillium is required to pay any such tax, charge, or assessment, the Customer agrees to promptly reimburse Trillium for said amount(s).
  - 3.4 **Interest on Overdue Amounts.** If the Customer fails to pay any invoice by the due date for payment, Trillium shall be entitled, without prejudice to any other right or remedy, to suspend (without notice) any or all further performance of its obligations under the Contract and charge interest on any amount outstanding at a rate of the lesser of: (a) eighteen per cent (18%) per annum (one and a half per cent (1.5%) per month); or (b) the maximum rate allowed by Applicable Law, such interest being charged from the due date until paid as a separate, continuing obligation not merging with any judgment, together with any statutory debt recovery costs.
  - 3.5 **Escalation.** In the event of a delay of two weeks or more or the increase of actual costs of Goods and/or Services of 5% or more, occurring between the effective date of the Contract and the date of shipment of the Goods or performance of the Services from causes beyond the reasonable control of Trillium, including but not limited to any foreign exchange fluctuation, import or export duties, costs of labor, transportation, materials and other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods or Services, or any delay caused by any instructions or omissions by Customer, the Price or Contract requirements will be equitably adjusted via written notice to Customer at any time prior to shipment of the Goods and/or performance of the Services.
- 4. DELIVERY, TESTING AND ACCEPTANCE OF GOODS**
- 4.1 **Delivery.** Delivery terms for Goods shall be as per the INCOTERM 2010 stated in the Purchase Order. Where no INCOTERM 2010 is stated in the Purchase Order, delivery shall be EXW INCOTERM 2010 Trillium's specified premises. The Customer must collect the Goods, or arrange for the Goods to be collected, within seven (7) days of notice from Trillium that the Goods are ready to be collected. If the Goods are not collected within such time period, Trillium may, at its discretion: (a) where title has not passed to the Customer, sell the Goods at the best price readily obtainable and recover from the Customer any shortfall between the Price for the Goods and the price obtained by Trillium; or (b) arrange for the storage of the Goods, which, unless otherwise agreed, shall be at the Customer's exclusive cost and expense. Where storage is not at Trillium's premises, risk in the Goods will pass to the Customer upon the Goods leaving Trillium's premises. The time of delivery shall not be of the essence and if Trillium is unable for any reason to fulfil any delivery of the Goods on the specified date, Trillium shall not be treated as being in breach of the Contract and the Customer shall not be entitled to reject delivery, terminate the Contract, nor to any compensation in respect of such delay. This clause shall not affect any agreed Liquidated Damages payable for late delivery of the Goods in accordance with clause 4.4.
  - 4.2 **Testing.** Goods manufactured by Trillium will be subject to Trillium's standard tests. Any additional testing requested by the Customer will be subject to the payment by the Customer of additional charges.
  - 4.3 **Acceptance.** Following delivery of the Goods in accordance with the Contract, and unless expressly excluded by the Customer to Trillium in writing, the Customer shall accept the Goods.
  - 4.4 **Liquidated Damages.** Where the parties have agreed in the Purchase Order that any sum will be payable for late delivery of the Goods, if delivery of the Goods is delayed beyond the agreed delivery date due to an act or omission of Trillium then Trillium shall pay to the Customer a sum calculated at the percentage rate (stated in the Purchase Order) of the price of the delayed Goods for each week between the agreed delivery date and the actual date of delivery, up to the maximum amount specified in the Purchase Order. Such sum shall be the Customer's sole and exclusive remedy and paid as liquidated and ascertained damages by Trillium to the Customer in full and final settlement and satisfaction of Trillium's entire liability for any loss, damages, costs or expenses suffered or incurred by the Customer arising from such delay (**"Liquidated Damages"**). Liquidated Damages are not applicable to the delivery of spare parts or Services.
  - 4.5 **Provision of Documents.** Where the Purchase Order requires Trillium to provide documents for approval by the Customer, Trillium shall provide such documents within the time period agreed, or if no time period is agreed, within a reasonable time from receipt of the Purchase Order.
- 5. TITLE AND RISK**
- 5.1 **Title and Risk.** Title and property in all Goods shall remain vested in Trillium until receipt by Trillium of payment in full of the Price (including any storage costs and expenses and default interest) for such Goods from the Customer. Risk in the Goods shall pass to the Customer in accordance with the agreed INCOTERM 2010. Customer shall provide access to the Customer's premises in order for Trillium to recover Goods in respect of which title and property has not passed to the Customer.
  - 5.2 **Trillium Property.** Any Goods delivered by Trillium to the Customer where title and property remains vested in Trillium: (a) shall be stored by the Customer separately from any other goods or materials; (b) shall not be incorporated in or mixed with any other goods or materials; and (c) may be sold or used by the Customer in the ordinary course of the Customer's business at the full market value and to the account of Trillium. The entire proceeds from such sale or use shall be held by the Customer in trust in a separate account for the benefit of Trillium.
  - 5.3 **Customer Plant.** In respect of Customer Plant: (a) the Customer warrants that it is the owner, or the authorized agent of the owner, of the Customer Plant with express authority to contract with Trillium on the terms and conditions of the Contract; and (b) all Customer Plant delivered to Trillium shall be at the sole risk of the Customer, and Trillium shall be under no obligation to the Customer for any loss or damage to the Customer Plant howsoever caused, except for any damages caused by the negligence of Trillium Personnel or Sub-Supplier Personnel. Accordingly, the Customer should make such arrangements for insurance thereof as it thinks fit.

6. **PERFORMANCE OF THE SERVICES.** The Services shall be performed at the Site(s) on the date(s) specified in the Purchase Order, by Trillium or any Sub-Supplier appointed by Trillium; however, time of performance of the Services is not of the essence. If the Contract provides for any estimated dates for the performance of the Services, Trillium shall use its reasonable endeavors to meet such estimated dates, provided that the Customer agrees that any such dates are indicative only and that Trillium shall not be liable for any failure to meet any dates where such failure is caused by an act or omission of the Customer, its agents, subcontractors, consultants or employees.
7. **OBLIGATIONS OF THE CUSTOMER**
- 7.1 **Provision of Data.** The Customer shall promptly provide to Trillium all applicable data that is relevant to the provision of the applicable Goods and/or Services, including full operations conditions, information, instructions, procedures, technical documents and drawings. Trillium shall provide the Customer with the general arrangement or outline drawings for the Goods (or part thereof), only as is strictly necessary and in accordance with the Purchase Order's requirements. Where required, the Customer shall promptly return one (1) set of applicable drawings marked with its approval. Approval delays can result in delayed fabrication, extended shipping dates, and increased costs to the Customer.
- 7.2 **Site(s).** The Customer shall provide Trillium, Trillium Personnel, Sub-Suppliers and Sub-Supplier Personnel all access to the Site(s) as is necessary in order for Trillium to comply with its obligations under the Contract and shall ensure that it has in place all necessary licenses, permits and authorization to allow such access. The Customer shall ensure, and it shall cause any applicable third party to ensure, that the Site(s) is/are in a condition allowing the performance of the Services to commence in accordance with the Contract and without any health and safety risks to those attending the Site(s) and it shall carry out all the preparatory work in accordance with any documents and instructions supplied by Trillium with all due care and in accordance with good industry practices. The Customer shall take all measures required by Applicable Law in respect of the provision of the Services and the presence of the Trillium Personnel and of the Sub-Supplier Personnel at the Site(s) or elsewhere where the Services are to be supplied. If the Customer fails to take such measures and if the safety of Trillium Personnel or Sub-Supplier Personnel is not guaranteed, Trillium may at any time refuse or interrupt the provision of Services as well as remove the applicable personnel from the Site(s), until the issues have been fully rectified by the Customer, and shall have no liability to the Customer for such actions or any consequences (including any damage or loss) of such actions. The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the applicable Trillium Indemnitees' attendance at any Site in order to provide the Services.
- 7.3 **Decontamination.** Any Defective Goods returned to Trillium and any Customer Plant made available to Trillium in respect of the Services shall, prior to being returned or made available, be cleaned by the Customer of all process related materials ("Decontamination"). The Customer shall provide Trillium with a certificate of Decontamination in respect thereof. Goods and Customer Plant delivered to Trillium (for whatever reason) without having been so cleaned or without a certificate of Decontamination may be returned at any time and otherwise shall be quarantined and subjected to an independent Decontamination at the Customer's expense and Trillium shall have no obligations in respect of such Goods or Customer Plant. The provision of Goods and/or Services (as applicable) shall be withheld pending settlement of any outstanding charges. The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with any Goods that are not Decontaminated.
- 7.4 **Erection/Commissioning.** Where the Services include the erection and/or commissioning, or supervision of erection and/or commissioning, of Goods and/or Customer Plant, the Customer will provide, at its expense, all other labor, all amenities, suitable access to and occupation of the Site(s), proper foundations ready to receive the Goods and/or Customer Plant (as applicable), adequate cranes, lifting gear and machines, scaffolding, mason's, joiner's and builder's work, suitable protection for the Goods and/or Customer Plant (as applicable), and all other facilities and assistance reasonably required by Trillium or any Sub-Supplier.
8. **WARRANTIES**
- 8.1 **Warranty Period.** Trillium's warranty obligations under the Contract shall not commence until the full contract Price has been received by Trillium for the applicable Goods and/or Services. Unless otherwise agreed in writing by the parties, the "Warranty Period" for: (a) agreed deliverables provided as part of the Services ("Deliverables") shall be twelve (12) months from the date of completion of the Deliverables in accordance with the specification set out in the Purchase Order; (b) all Goods (excluding spare parts) provided by Trillium shall be the period of: (i) twelve (12) months from the date that the Goods are installed; or (ii) eighteen (18) months from the actual delivery date, whichever is the earlier; and (c) for any spare parts provided by Trillium, shall be the period of twelve (12) months from the date of the delivery of the applicable spare part.
- 8.2 **Warranty.** During the applicable Warranty Period, Trillium warrants that any Deliverables shall substantially conform to their description and specification specified in the Purchase Order and that any Goods shall be free from material defects in the design, materials and workmanship (the "Trillium Warranty"). If the Deliverables or Goods (as applicable) do not conform to the Trillium Warranty during the Warranty Period (a "Defect"), as the Customer's sole and exclusive remedy, Trillium shall, at its sole option, remedy the Defect (by reperforming the Services relating to the Defective Deliverable or repairing or replacing the Defective Goods (as applicable)) or refund the Price for the applicable Defective Deliverable or Defective Goods, provided that, within the Warranty Period, the Customer serves a written notice to Trillium with a detailed description and reasonable evidence of the Defect within seven (7) days of the date on which the Customer discovered the Defect or should have reasonably discovered the Defect. The Customer shall give Trillium a reasonable opportunity to examine the Customer's claim of a Defect (including inspecting the Goods or Deliverables (as applicable)) and shall promptly cooperate to any extent necessary to grant Trillium sufficient time to do so. Any reperformance of the Services relating to the Defective Deliverable or repair or replacement of Defective Goods shall not extend the Warranty Period for those Goods or Deliverables and the Warranty Period for the repaired or replaced Goods or Deliverables shall expire on the same date as the Warranty Period for the original Goods or Deliverables. The Customer shall only be entitled to request a refund of the Price in respect of Defective Goods or Defective Deliverables in the event that Trillium fails to replace or repair the applicable Defective Goods or Defective Deliverables.
- 8.3 **Warranty Exclusions.** The Trillium Warranty and remedies provided under clause 8.2 shall not apply in respect of, and Trillium shall not be liable for: (a) the effects of erosion or corrosion; (b) fair wear and tear; (c) any consumables (including lubricants, seals, gaskets, O-rings etc.); nor (d) Defects that arise due to, or as a result of the Customer, or any third party (not acting on behalf of Trillium): (i) failing to install or maintain, or incorrectly installing or maintaining, the Goods or Deliverables; (ii) incorrectly using the Goods or Deliverables; (iii) repairing or altering the Goods or Deliverables without Trillium's written consent; (iv) improperly storing the Goods or Deliverables; or (v) tampering with the Goods or Deliverables.
- 8.4 **Location of Repair.** If the parties agree that Defective Goods shall be repaired at a location specified by Trillium, the Customer shall deliver such Defective Goods to such location at the Customer's expense, subject to the Decontamination requirements at clause 7.3. Repaired or replaced Goods shall be redelivered by Trillium free of charge to the original point of delivery but otherwise in accordance with and subject to these Terms and Conditions. Where it is agreed that Trillium is to repair or replace Defective Goods at the Customer's premises, Trillium shall not be responsible for any on-site costs, including removal and reinstallation of any Goods.
- 8.5 **Customer Warranty.** The Customer warrants and represents that: (a) it has provided Trillium with all relevant, full and accurate information as to the Customer's business and needs, as well as all the information required in order for Trillium to perform its obligations under the Contract; and (b) it is properly financed and organized, it is solvent and has not made a general assignment for the benefit of creditors nor has it been adjudicated bankrupt or insolvent and it is not aware of any fact or event based upon which, in its reasonable opinion, it may face any such situation of financial distress described in this clause before the completion of all its obligations under the Contract.
9. **INDEMNITY AND INSURANCE**
- 9.1 **Indemnity.** The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the Customer's breach of any of the Customer's obligations under the Contract or Applicable Law.
- 9.2 **Insurance.** The Customer shall have in place contracts of insurance with reputable insurers incorporated in its country of establishment to cover its obligations under the Contract. On request, the Customer shall supply evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall, on request by Trillium, assign to Trillium the benefit of such insurance.
10. **LIMITATION OF LIABILITY**
- 10.1 **UNLIMITED LIABILITY.** NOTHING IN THE CONTRACT LIMITS ANY LIABILITY OF THE PARTIES FOR: (i) ANY INDEMNITY PROVIDED UNDER THESE TERMS AND CONDITIONS; (ii) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (iii) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (iv) ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED.
- 10.2 **EXCLUSIONS.** SUBJECT TO CLAUSE 10.1 ABOVE AND NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, TRILLIUM SHALL NOT BE RESPONSIBLE OR HELD LIABLE TO THE CUSTOMER OR ANY THIRD-PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, DELAY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFIT, PRODUCTS, BUSINESS, REVENUE, GOODWILL, SAVINGS, USE, CONTRACTS OR POWER, OR ECONOMIC LOSSES, OR BUSINESS INTERRUPTIONS, OR OTHER SIMILAR DAMAGES (WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT), REGARDLESS OF WHETHER TRILLIUM WAS INFORMED OF THE POSSIBILITY OF SUCH, AND HOWEVER THE SAME MAY BE CAUSED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY OF TRILLIUM.
- 10.3 **LIMITATION OF LIABILITY.** SUBJECT TO CLAUSES 10.1 AND 10.2 ABOVE AND NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY, IF ANY, OF TRILLIUM (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO ONE HUNDRED PERCENT (100%) OF THE TOTAL PAYMENTS RECEIVED BY TRILLIUM FROM THE CUSTOMER IN RESPECT OF THE PARTICULAR GOODS OR SERVICES (OR PART THEREOF) GIVING RISE TO THE CLAIM.
- 10.4 **WARRANTY DISCLAIMER.** EXCEPT FOR THOSE EXPRESS WARRANTIES SET OUT IN THE CONTRACT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER EXPRESSLY WAIVES, AND TRILLIUM EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY STATUTORY WARRANTIES THAT ARE INCONSISTENT WITH THE WARRANTIES PROVIDED IN THE CONTRACT ARE EXPRESSLY DISCLAIMED BY TRILLIUM AND WAIVED BY THE CUSTOMER. TRILLIUM'S OBLIGATIONS CONTAINED IN ANY WARRANTY PROVIDED BY TRILLIUM TO THE CUSTOMER UNDER THE CONTRACT SHALL CONSTITUTE TRILLIUM'S SOLE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE ISSUE(S) GIVING RISE TO THE WARRANTY CLAIM, IRRESPECTIVE OF TRILLIUM'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT.
11. **INTELLECTUAL PROPERTY**
- 11.1 **Trillium IP.** The Customer acknowledges that, unless otherwise agreed in the Purchase Order, all Intellectual Property Rights in any Goods, Deliverables, designs, drawings, documents and/or software or any items related thereto, or any other items provided to the Customer during the performance of the Contract (collectively referred to as "Trillium IP"), belong solely and exclusively to Trillium or to Trillium's licensor(s) (as applicable). Subject to the terms of the Contract, Trillium grants the Customer a revocable, non-exclusive, non-transferrable, non-sublicensable license to use the Trillium IP, to the extent such Trillium IP is embedded in Goods or Services provided by Trillium to the Customer under the Contract, solely for the purpose and to the extent necessary to enable the Customer to exercise its rights under the Contract (including to operate and maintain the Goods or to receive the Services) in accordance with its terms (the "Permitted Purpose"). The Customer undertakes that it will not use, except for the Permitted Purpose, nor make available to any third party (in any form) any Trillium IP without the prior written consent of Trillium. Subject to clause 5.2, this clause shall not prohibit the Customer's right to sell Goods in the ordinary course of the Customer's business. For the avoidance of doubt and notwithstanding any other provisions in the Contract, Trillium shall not be required to provide to the Customer, and no license is granted under the Contract to use, shop or manufacturing drawings nor any of Trillium's confidential manufacturing drawings, designs, in-house standards or know-how, nor the confidential details of manufacturing practices, processes or operations belonging to Trillium or its licensors (as applicable).
- 11.2 **Customer Materials.** If the Customer provides specific documentation and/or information to Trillium in relation to the performance of the Contract ("Customer Materials"), the Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with any action, demand or claim that the Trillium Indemnitees' use of the Customer Materials infringes the rights (including Intellectual Property Rights) of any third party.

12. **CONFIDENTIALITY.** Any document, data, drawings, plans, designs, images, specifications, technical data and any other material or information supplied or made available by one party ("Discloser") to the other party ("Recipient") as part of the Contract or any other documentation or information in whatsoever form provided by the Discloser to the Recipient during the performance of the Contract ("Confidential Information"), shall be treated as strictly confidential and shall not be divulged by the Recipient to any person, except as required by law or to the Recipient's personnel, subcontractors or professional advisors, who need to know such Confidential Information in order for the Recipient to comply with its obligations under, or receive the benefit of, the Contract and provided that such recipients are subject to obligations of confidentiality in respect of such Confidential Information. As between the Recipient and the Discloser, the Discloser retains title to all of its Confidential Information.
13. **PROCESSING OF PERSONAL DATA.** Each party agrees to process the personal data acquired from the other party during the performance of the Contract (the "Personal Data") in compliance with applicable Data Protection Laws, including where relevant, the provisions of General Data Protection Regulation (EU) 2016/679 and the United Kingdom Data Protection Act 2018, as amended from time to time and every law and provision concerning personal data protection, which may be applicable from time to time (hereinafter, collectively referred to as "Data Protection Laws"). For the purpose of this Contract's management and performance, each party (i) should be considered as acting as an independent data controller with regard to the Personal Data it processes (as a "Secondary Data Controller") and which have been provided by the other party ("Primary Data Controller"). Such Primary Data Controller undertakes to duly inform its personnel of such disclosure on behalf of the Secondary Data Controller. Each party, for the parts it is responsible for, is specifically obliged to comply with, when necessary, obligations concerning information to be sent to the data subjects (including ensuring appropriate legal basis for processing) and to obtain, when necessary, from the same all required consent in relation to the processing of the Personal Data transferred to and processed by the other party and to meet any obligations provided for by Data Protection Laws. The parties declare that their respective internal and external personnel and staff members processing the Personal Data, directly and/or indirectly concerned with the performance of the Contract, have been informed of the confidential nature of, and legal requirements (including those under the Data Protection Laws) relating to, such Personal Data and have received suitable training on their responsibilities to protect the Personal Data. Where additional services would be contemplated between the parties, involving the processing of Personal Data by a party on behalf of the other, the parties undertake to discuss in good faith of the term of any data processing agreement which may be required.
14. **COMPLIANCE WITH LAW AND REGULATIONS**
- 14.1 **Applicable Law.** The Customer represents and warrants that it is, and will remain, fully compliant with all Applicable Law, instructions and policies, including, but not limited to all statutory licenses or permits required for the receipt of the Goods and/or Services and the performance of its obligations under the Contract. Each party shall comply with all Applicable Law in connection with bribery or anti-corruption. If required by Trillium, the Customer shall complete and sign an end user certificate before the Customer receives the Goods or Services. Unless otherwise agreed in writing, Trillium accepts no responsibility or liability for failure to comply with statutory or local regulations or by-laws that affect the siting, construction or operation of the Goods supplied under the Contract. Any relevant consents or approvals required shall be the responsibility of, and obtained by, the Customer.
- 14.2 **Export and Dual Use Law.** The Customer acknowledges that Trillium is required to comply with all applicable export laws, controls and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of Goods to be supplied under the Contract, as well as any laws or regulation relating to "dual use" goods, including, but not limited to, U.S., United Kingdom and European Union export rules and any export license requirements (collectively, the "Export and Dual Use Law"). The Customer agrees it shall not at any time directly or indirectly use, export, sell, transfer, assign or otherwise dispose of the Goods in a manner which will result in non-compliance with applicable Export and Dual Use Law. If any of the Goods fall under the definition of "dual use" item, the Customer shall cooperate with Trillium for the purpose of obtaining any required licenses and approvals and shall provide any and all information necessary. The Contract may also involve information or items that are subject to military defense or nuclear export controls, and the Customer agrees that it will comply with said controls and shall not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through, or with the cooperation of Trillium, to any party, including persons employed by or associated with, or under contract with, the Customer or the Customer's lower-tier suppliers without the prior written consent of Trillium and without first obtaining any required export license or other approval.
- 14.3 **Restricted Party Lists.** The Customer represents that neither the Customer nor any of its Affiliates are included on any of the restricted, denied, or sanctioned party lists maintained by the government of the country(ies) in which Trillium or its Affiliates are based. The Customer shall promptly notify Trillium in writing if the Customer is, or becomes, listed in any such lists or if the Customer's export privileges are otherwise denied, suspended, or revoked in whole or in part by any governmental authority.
- 14.4 **Article 12g - Council Regulation (EU) No. 833/2014.** Customer shall not sell, export or re-export, directly or indirectly through third parties, to the Russian Federation or for use in the Russian Federation any Goods supplied by Trillium under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014. Any violation of this clause 14.4 shall constitute a material breach of the Contract and Trillium shall be entitled to seek appropriate remedies, including but not limited to termination of the Contract and/or payment of any penalties. Customer shall immediately inform Trillium about any violation or problems enforcing clause 14.4, including any relevant activities by third parties that could frustrate the purpose of this clause 14.4, and Trillium shall have the right, upon written request, to seek information from Customer regarding compliance with clause 14.4.
15. **TERMINATION**
- 15.1 **Termination.** The Customer may terminate the Contract or any part thereof for any reason by written notice to Trillium, provided that (other than where such termination is due to a material default of the Contract by Trillium) the Customer shall pay to Trillium the total costs which have been incurred by Trillium as of the date such termination is effective plus a reasonable profit margin, less any payments previously received. In addition, the Customer shall reimburse Trillium all reasonable documented direct and indirect costs incurred by Trillium as a result of the termination and, if any, costs Trillium may incur from its vendors as a result of the Customer's termination. Without affecting any other right or remedy available to it, Trillium may terminate the Contract (in whole or in part) immediately by written notice to the Customer, if the Customer: (a) is in material or continuing breach of any provision of the Contract, which cannot be remedied or is not remedied within fourteen (14) days of notice of breach from Trillium; or (b) becomes bankrupt or insolvent, has a receiving order made against it, makes agreement with its creditors, commences to be wound up (except for a voluntary winding up for the purpose of solvent reconstruction or amalgamation), or carries on its business under a receiver for the benefit of its creditors or any of them.
- 15.2 **Consequences of Termination.** Upon the Contract ending for any reason, the Customer shall return all of Trillium's documents, drawings and any other items or information (including all Confidential Information) in the Customer's possession.
16. **GENERAL**
- 16.1 **Notices.** Any notice given by a party under the Contract shall be: (a) in writing and in English; (b) signed by, or on behalf of, the party giving it (except for notices sent by email); (c) sent to the relevant party at the address set out in the Contract; and (d) served by: (i) email (in a form that identifies the sender and clearly indicates the subject matter of the notice in the subject heading of the email) to the email address set out in the Contract or as otherwise notified from time to time, and it will be deemed to have been duly given or made (and duly received by the addressee) at the time of transmission by the sender (as recorded on the device of the sender); or (ii) hand (which will include by courier, whether local or international) to the address set out in the Contract or as otherwise notified from time to time, and it will be deemed to have been duly given or made (and duly received by the addressee) at the time of delivery. The parties may not serve documents relating to formal legal proceedings by email.
- 16.2 **Force Majeure.** If, by reason of an event of Force Majeure, either of the parties shall be delayed in, or prevented from, performing any of the provisions of the Contract (other than the Customer's obligation to make payments in accordance with the Contract) then, provided that the affected party promptly notifies the other in writing of the nature and extent of such event as soon as practicable, such delay or non-performance shall not be deemed to be a breach of that party's obligations under the Contract and no loss or damage shall be claimed by either of the parties hereto from the other by reason thereof. If Trillium suffers delay and/or incurs any costs by reason of an event of Force Majeure, Trillium shall be entitled to an extension of time under the Contract (including time for demobilization and redeployment of Trillium Personnel or any Sub-Supplier Personnel). If the Force Majeure event continues to delay or prevent either party's performance of the provisions of the Contract for a continuous period of more than sixty (60) days, either party may terminate the Contract by written notice to the other party.
- 16.3 **COVID-19.** The parties are aware of the current outbreak of COVID-19 (the "COVID-19 Pandemic") which is impacting or may impact Trillium's performance of the Contract. The parties agree that Trillium is entitled to any potential cost compensation, extension of time, or other reasonably required contractual adjustments, if any consequences, whether directly or indirectly resulting out of, or in connection with the COVID-19 Pandemic, affects any of its obligations under the Contract and, if required by Trillium, the parties shall renegotiate the Contract in good faith to achieve, as nearly as possible, its original commercial intent. Trillium expressly reserves the right to adjust any Contract terms which are impacted by COVID-19 Pandemic related guidelines and restrictions issued by competent authorities and/or by Trillium and/or any of its Affiliates.
- 16.4 **No Employment.** Trillium and each of its Sub-Suppliers shall act as an independent contractor with respect to the Services and neither Trillium Personnel nor any Sub-Supplier Personnel shall be deemed to be employees, personnel or a representative of the Customer. If, in accordance with Applicable Law, any member of Trillium Personnel or Sub-Supplier Personnel is, at any point during or after the Term, deemed to be an employee, member of personnel or a representative of the Customer, the Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the Customer's employment or engagement or termination thereof of such Trillium Personnel or Sub-Supplier Personnel.
- 16.5 **Cumulative and Equitable Remedies.** Trillium's rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by Applicable Law and shall not be affected by termination of the Contract. The Customer recognizes that any breach or threatened breach of the Contract may cause Trillium irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Trillium, the Customer acknowledges and agrees that Trillium is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 16.6 **Assignment and Subcontracting.** Trillium may at any time assign, transfer, subcontract or otherwise deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior consent. The Customer shall execute any documents reasonably required by Trillium to give effect to Trillium's rights under this clause. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract without the prior written approval of Trillium.
- 16.7 **No Partnership.** The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 16.8 **Variation.** No variation of the Contract shall be binding unless expressly agreed in writing and executed by a duly authorized signatory on behalf of each of Trillium and the Customer, respectively. Changes to the Contract are subject to clause 2.3.
- 16.9 **Severability and Survival.** All terms of the Contract are severable, and any provision of the Contract held to be invalid, illegal, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, and enforceability of the remaining provisions hereof or thereof. The invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Those provisions that are expressed, or by their nature are required, to survive expiry or termination of the Contract, shall survive expiry or termination of the Contract.
- 16.10 **Entire Agreement.** The Contract constitutes the entire agreement between Trillium and the Customer and supersedes any prior oral or written understandings and representations between Trillium and the Customer relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the sale of any Goods by Trillium to the Customer under the Contract.
17. **GOVERNING LAW AND JURISDICTION**
- 17.1 **Americas.** If Trillium is based in North or South America (the "Americas"), the Contract will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict provision or rule that would cause the laws of any other jurisdiction to be applied. Where this clause 17.1 applies, all disputes arising out of or in connection with the Contract must be brought in a state or federal court sitting in Harris County, Texas, and each party hereby irrevocably submits itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or



hereafter have to venue or convenience of forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

- 17.2 **Outside of the Americas.** If Trillium is based outside of the Americas, the Contract will be governed by and construed in accordance with the laws of England. Where this clause 17.2 applies, all disputes arising out of or in connection with the Contract shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules ("**LCIA Rules**"), which LCIA Rules are deemed incorporated by referenced into this clause. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be London, England. The language used in the arbitral proceedings shall be English. The governing law of this arbitration agreement shall be English law.



QUOTATION		
DATE	NUMBER	PAGE
1/23/2026	0016622	1 of 1

B COK019  
 I CITY OF KEOKUK  
 L 501 MAIN ST  
 L KEOKUK, IA 52632-5449  
 T  
 O

S CITY OF KEOKUK  
 H 249 CARBIDE LN  
 I PO BOX 400  
 P KEOKUK, IA 52632-2045  
 US  
 T  
 O

Accepted By: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 PO#: \_\_\_\_\_  
 Ship To: \_\_\_\_\_

ATTENTION:

MBOUSSELOT@CITYOFKEOKUK.ORG

**WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:**

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE		SLP	SHIPPING TYPE
RYAN BELL		SECONDARY DIGESTER MIXING, GUSHER PUMPS		ZJG/JRF	BEST WAY
QTY	UM	PART	DESCRIPTION	UNIT PRICE	EXTENDED

2.00	EA	V2X3-13	REPLACEMENT OF EXISTING WEMCO 4-SM-15 WITH GUSHER TO PRODUCE 420 GPM @ 120' TDH  GUSHER VORTEX PUMP MODEL V2X3-13SEH-CBM-A CAST IRON CONSTRUCTION, 11.13" CD4M IMPELLER DIA, MECHANICAL SEAL, 30 HP, 460V 3PH, 1800 RPM TEFC MOTOR MOUNTED ON STEEL BASEPLATE WITH COUPLING AND GUARD  *****NOTE: RE-PIPING WILL BE REQUIRED. SUCTION IS 3" AND DISCHARGE IS 2". THE HORSEPOWER WILL BE 30 DUE TO THE DOE PUMP REGULATIONS FOR EFFICIENCY.*****  ESTIMATED LEAD TIME IS 8 TO 10 WEEKS ARO, SUBJECT TO FACTORY CHANGE.  PRICING DOES NOT INCLUDE INSTALLATION OR START UP.  THANK YOU, JOYCE FROHWEIN jfrohwein@electricpump.com	\$22,375.99	\$44,751.98
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QTY	UM	PART	DESCRIPTION	UNIT PRICE	EXTENDED
-----	----	------	-------------	------------	----------

**\*Quote is valid for 30 days.**

\*Credit Card Payments over \$5,000.00 are subject to an additional 3% convenience charge.

\*All return goods must have written approval from Electric Pump before returning. Credit will not be issued without written approval; if applicable, there will be a Restock Fee.

\*Quoted price is subject to any applicable tariff-related increases.

**SUB TOTAL: \$ 44,751.98**

**TAX:**

**TOTAL: \$ 44,751.98**

4280 E 14th Street Des Moines, IA 50313-2604  
201 4th Ave SW New Prague, MN 56071-2347

\*  
\*

Telephone 515-265-2222  
Telephone 952-758-6600

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**[www.electricpump.com](http://www.electricpump.com)**



# IOWA PUMP WORKS

-a **UFT** Company-  
Iowa Pump Works, LLC.  
825 SW Ordance Rd  
Ankeny, IA 50023

**Quote**  
#QTE010695  
01/23/2026

**Bill To**  
Michael Clark  
Keokuk Water Resource Recovery Facility  
PO Box 400  
Keokuk IA 52632  
United States  
Phone:

**Ship To**  
Keokuk Water Resource  
Recovery Facility  
1000 Mississippi Drive  
Keokuk IA 52632  
United States

### Details

QUOTE IS FOR REPLACEMENT PUMPS\*\*\*SHIPPING NOT INCLUDED IN ESTIMATE\*\*\*LEAD TIME 22-28 WEEKS FOR EITHER OPTION

Prepared By	Phone	Email
Luke Den Adel	855-228-6383	<a href="mailto:info@iowapumpworks.com">info@iowapumpworks.com</a>

Sales Rep	Expires	Terms
Scott Kleppe	02/02/2026	Net 30

Item	Comment	QTY	Rate	Amount
23427 QUOTE ITEM	WEMCO 90792-2 600GPM @ 40TDH W/ 25HP MOTOR	1	\$34,205.00	\$34,205.00
23427 QUOTE ITEM	WARREN 420GPM @ 120TDH W/ 50-60HP MOTOR	1	\$36,750.00	\$36,750.00

**Subtotal** \$70,955.00

**Total** \$70,955.00

*Pricing is valid for 10 days and does not include freight charges or applicable taxes.*

**Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: All orders are subject to Tariff Surcharges. Tariff Surcharges are based on Tariff values charged by individual Vendors and are not set amount. These Tariff Surcharges are subject to change at any time.**

**Online credit card/ECheck payments are handled by a third party processor and 3% fees will apply when making payment.**

Thank you for your business.  
Toll Free: 855-228-6383 | Email: [info@iowapumpworks.com](mailto:info@iowapumpworks.com) | Website: <http://www.iowapumpworks.com>



QTE010695

#### ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

#### APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

#### DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

#### STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

#### PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

#### FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

#### TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

#### PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.



#### CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

#### SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

#### WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

#### INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

#### CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

#### FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

#### MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

#### AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

#### NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

#### GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

**DISPUTE RESOLUTION**

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

**SEVERABILITY**

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

**ASSIGNMENT – DELEGATION**

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Please Remit to:  
PO Box 735936  
Chicago IL, 60673-5936  
Online payment accepted at <http://www.iowapumpworks.com>  
Pay Now 3% charge for credit card and \$2.25 charge for e-check  
PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE



# COUNCIL ACTION FORM

Date: June 4, 2026

Presented By: Broomhall/Carroll

Subject: Accept bid for roofing at 249 Carbide Lane Agenda Item: 13

## Description:

The City solicited sealed bids for the removal and replacement of the roof at the City owned building located at 249 Carbide Lane, which houses Animal Services and Sewer Maintenance operations. The project includes replacement of the existing metal roofing system, installation of insulation and flashings, and replacement of damaged ceiling materials within the Animal Services kennel area with non porous, moisture resistant materials.

Four bids were received with Brockway Mechanical & Roofing submitting the lowest responsive and responsible bid in the amount of \$57,889.00. Other bids received are Frank Millard & Co. \$90,365, Seither & Cherry \$78,979, CCS \$69,745.30

The bid includes removal and disposal of existing roofing materials, installation of new 24 gauge PBR metal roofing panels, insulation, flashings, sealants, and associated roofing components. The contractor will also remove and replace damaged ceiling materials above the kennel areas in the Animal Services portion of the building.

The contractor will be required to provide proof of insurance, including workers compensation and liability coverage, and furnish performance and payment bonds prior to commencement of work.

Staff recommends approval of the resolution accepting the bid from Brockway Mechanical & Roofing and authorizing the Mayor to execute the contract documents.

## FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 810-817-6499 Title: Other Contractual Service

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

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

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

Funding Sources:

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

Departments:

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

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



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

**A RESOLUTION ACCEPTING THE BID OF BROCKWAY MECHANICAL & ROOFING FOR THE ROOF REPLACEMENT PROJECT AT 249 CARBIDE LANE AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT DOCUMENTS**

**WHEREAS**, the City of Keokuk solicited sealed bids for the removal and replacement of the roof at the City-owned building located at 249 Carbide Lane; and

**WHEREAS**, bids four bids were received on May 22, 2026, and reviewed by City staff; and

**WHEREAS**, Brockway Mechanical and Roofing submitted the lowest responsive and responsible bid in the amount of Fifty-Seven Thousand Eight Hundred Eighty-Nine Dollars (\$57,889.00); and

**WHEREAS**, the City Council finds it to be in the best interest of the City to accept the bid submitted by Brockway Roofing and Mechanical.

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

SECTION 1. The bid submitted by Brockway Roofing and Mechanical in the amount of Fifty-Seven Thousand Eight Hundred Eighty-Nine Dollars (\$57,889.00) for the roof replacement project located at 249 Carbide Lane is hereby accepted.

SECTION 2. The Mayor is hereby authorized and directed to execute the contract and any related documents necessary to complete the project, subject to the contractor providing proof of required insurance coverage and performance and payment bonds as required by the bid specifications.

SECTION 3. This resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED** this 4<sup>th</sup> day of June 2026.

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

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