

AGENDA
CITY COUNCIL MEETING
July 16, 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' Comments:
6. Consent Agenda.
 - Minutes of the Regular Council meeting of July 2, 2026;
 - Cash Receipts & Treasurer's Report for June 2026;
 - Resolution setting a time and place of a public hearing on the submission of a CDBG application for the City of Keokuk, Iowa;
 - Resolution Approving a Liquor License for Chintz's, 1310 Main Street, Class C Retail Alcohol License – effective July 24, 2026;
 - Resolution Approving a Liquor License for Arrowhead Bowl, 3535 Main Street, Class C Retail Alcohol License – effective August 1, 2026;
 - Reappointment of Carla Celania to the Depot Commission, term to expire June 1, 2030;
 - Motion to pay bills and transfers listed in Register No.'s 5551-5553;
7. (a) Now is the time and place for a public hearing on the Amendment of Franchise Fees on Natural Gas Utility Services. A public hearing notice was published in the Daily Gate City on July 10, 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 2017, the City of Keokuk Natural Gas Franchise, relating to franchise fees.
8. Consider resolution approving the purchase of a 2026 Ford F-350 4x4 pickup truck for the Street Department.
9. Consider resolution awarding the contract for the Public Safety Building Roof replacement project.
10. Consider resolution authorizing the Mayor and City Clerk to submit an application to the Iowa Economic Development Authority's nuisance/abandoned property remediation funds for a forgivable loan to demolish fifteen abandoned and nuisance properties in the City of Keokuk.
11. Consider resolution approving legal services agreement with Aspelmeier, Fisch, Power, Engberg & Helling, P.L.C.
12. Council Liaison Reports:
13. Staff Reports:
14. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
July 2, 2026
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on July 2, 2026, at 501 Main Street. Mayor Mark Smidt called the meeting to order at 5:30 p.m. There were six council members present, three absent. Todd Marshall, Kathie Mahoney, Devon Dade, Steve Andrews, Michael Greenwald and Roger Bryant, were present. Tyler Walker, Doug Matlick and Matt VanBerkum were absent. Staff in attendance: City Administrator Jim Ferneau, Deputy City Clerk Amy Benson, Public Works Director Brian Carroll, Police Chief Zeth Baum, Community Development Director Pam Broomhall, and Waste Water Treatment Plant Manager Tom Wills.

MAYOR’S REPORT: Informed there will be a ribbing cutting Friday morning at Victory Park for the trail, sidewalk chalk contest from 11-1 at the shelter, and fireworks at dark at the Southside Boat Club. There will be a Liz Bentley concert on July 11 at the Rand Park Pavilion at 7 p.m. Recognized Chief Baum for graduating from the Northwestern University Center for Public Safety, School of Police Staff and Command.

CITIZENS’ REQUEST: Tim Peevler wanted to say how great South 10th Street looks. Lisa Clark, 618 Coolidge had spoken to Pam Broomhall regarding paperwork for landlocked property she owns.

Motion made by Dade, second by Bryant to approve the agenda, including the consent agenda. (6) AYES, (0) NAYS. Motion carried.

- Minutes of the Regular Council meeting of June 18, 2026;
- **RESOLUTION NO. 131-2026:** setting a public hearing on the amendment of Franchise Fees on Natural Gas Utility Services;
- **RESOLUTION NO. 132-2026:** Approving a Liquor License for Walmart Supercenter #1431, 300 N. Park Dr., Class E Retail Alcohol License – effective July 21, 2026;
- **RESOLUTION NO. 133-2026:** Approving a Liquor License for MOD Convenience Store, Inc., 3345 Main Street, Class E Retail Alcohol License – effective July 22, 2026;
- Motion to pay bills and transfers listed in Register No.’s 5548-5550;

Mayor Smidt opened the public hearing at 5:40 p.m. on notice of intent of final approval of bids and approval of purchase and development agreements. A public hearing notice was published in the Daily Gate City on June 17, 2026.

COMMENTS: Pam gave overview.

There being no further comments or objections, Mayor Smidt closed the public hearing at 5:41 p.m.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 134-2026:** “A RESOLUTION APPROVING AND AUTHORIZING THE SALE OF CERTAIN CITY-OWNED REAL ESTATE PURSUANT TO A SEALED BIDDING PROCESS AND THE TERMS AND CONDITIONS OF PROPOSED PURCHASE AGREEMENTS” (6) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Bryant to approve the following proposed **RESOLUTION NO. 135-2026:** “A RESOLUTION APPROVING AND AUTHORIZING THE SALE OF 1908 TIMEA PURSUANT TO A SEALED BIDDING PROCESS AND PURSUANT TO THE TERMS AND

CONDITIONS OF A PROPOSED PURCHASE AND DEVELOPMENT AGREEMENT.” (6) AYES, (0) NAYS. Motion carried.

Motion made Mahoney, Dade to approve the third 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.

Roll Call Vote: AYES – Marshall, Mahoney, Dade, Andrews, Greenwald, and Bryant; (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to adopt & give final approval of **ORDINANCE NO. 2064:** 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.

Roll Call Vote: AYES – Marshall, Mahoney, Dade, Andrews, Greenwald, and Bryant; (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 136-2026:** “A RESOLUTION APPROVING AND ADOPTING A REVENUE PURPOSE STATEMENT FOR THE USE OR EXPENDITURE OF REVENUES FROM NATURAL GAS SERVICE FRANCHISE FEE.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Dade to approve the following proposed **RESOLUTION NO. 137-2026:** “A RESOLUTION APPROVING THE FUNDING AGREEMENT WITH MAIN STREET KEOKUK, INC.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Andrews to approve the following proposed **RESOLUTION NO. 138-2026:** “A RESOLUTION APPROVING THE FUNDING AGREEMENT WITH KEOKUK AREA CONVENTION & TOURISM BUREAU.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Mahoney to approve the following proposed **RESOLUTION NO. 139-2026:** “A RESOLUTION ALLOCATING ECONOMIC DEVELOPMENT FUNDS FOR FISCAL YEAR 2026-2027. (6) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Andrews to approve the following proposed **RESOLUTION NO. 140-2026:** “A RESOLUTION ALLOCATING FUNDS FROM THE HOTEL/MOTEL TAX BASED ON AN AMOUNT ESTIMATED FOR FISCAL YEAR 2026-2027.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 141-2026:** “A RESOLUTION APPROVING SETTLEMENT AGREEMENT WITH KEOKUK MILLS, LLC.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Marshall to approve the following proposed **RESOLUTION NO. 142-2026:** “A RESOLUTION APPROVING AMENDMENT #3 FOR GEOTECHNICAL INVESTIGATION FOR TIMEA STREET RECONSTRUCTION PROJECT.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Marshall to approve the following proposed **RESOLUTION NO. 143-2026:** “A RESOLUTION DESIGNATING THE OFFICIAL LOCATION FOR POSTING MEETING NOTICES FOR THE CITY OF KEOKUK, IOWA. (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Mahoney to approve the following proposed **RESOLUTION NO. 144-2026:** “A RESOLUTION APPROVING THE PURCHASE OF A 2026 CHEVROLET TAHOE AND THE COST TO OUTFIT VEHICLE WITH EMERGENCY EQUIPMENT FOR THE KEOKUK POLICE DEPARTMENT.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Marshall to approve the following proposed **RESOLUTION NO. 145-2026:** “A RESOLUTION APPROVING OFFICER TRAINING REIMBURSEMENT AGREEMENT.” (6) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Chief Baum informed with this latest training reimbursement agreement with the new staffing level it is the final position that the police department has open. Carroll gave update on the Timea Street Project the Mayor received word that the city was granted Clean Water State Revolving Fund from the State of Iowa in the amount of 1.2 million dollar to apply towards our sewer portion of that project, it's a forgivable loan program. Probably won't go out for bid until the first of the year. Ferneau gave more detailed information regarding the project. Broomhall informed that the people who purchased 604 Grand have decided to give the property back to the city. Wills informed that Ryan Bell has given his two-week notice. Ferneau said we are still trying to work through legal services and wanted to commend Chief Baum for going through command school, Personnel Committee has been meeting to see how to fill job openings, Finance Committee has also met things that came up regarding health insurance, still need to speak on the banking on the RFP.

Motion made by Dade, second by Andrews to adjourn the meeting at 6:23 p.m.

CASH RECEIPTS
JUNE 2026

General Fund	\$	2,142,894.36
Park Maint/Improv Total	\$	2,773.70
Road Use Tax	\$	289,193.91
Employee Benefit Total	\$	56,312.65
Sales Tax - Human Dev Total	\$	114,480.41
Economic Development Total	\$	1,168.00
Library Trust Total	\$	11,754.60
Debt Service Total	\$	795,823.36
Cap Southeast Ia Dev Center Total	\$	235,000.00
Cap Proj.Elkem/Brownfield Total	\$	203,468.49
Perpetual Care Total	\$	1,795.00
WPC Maint/Operation Total	\$	260,661.31
WPC Impr Reserve Total	\$	49.15
Solid Waste Total	\$	87,262.51
Municipal Bridge Total	\$	17,001.94
Internal Service Fund Total	\$	95,291.19
TOTAL	\$	4,314,930.58

TREASURER'S REPORT
CALENDAR 6/2026, FISCAL 12/2026

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	979,469.38	2,142,894.36	1,096,066.22	114,342.34	2,140,639.86
002	PARK MAINT/IMPROV	143,683.46	2,773.70	250.00	.00	146,207.16
003	POLICE ASSET FUND/FORFE	1,273.50	.00	.00	.00	1,273.50
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,618,592.11	289,193.91	179,653.07	21,610.77	1,749,743.72
112	EMPLOYEE BENEFIT	2,251,532.87	56,312.65	1,291,910.64	.00	1,015,934.88
119	EMER - TAX LEVY	211,960.22	.00	211,960.22	.00	.00
121	SALES TAX - HUMAN DEV	1,926,808.16	114,480.41	800,000.00	.00	1,241,288.57
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	1,543,547.01	.00	509,009.50	.00	1,034,537.51
160	ECONOMIC DEVELOPMENT	7,865.92	1,168.00	7,268.97	.00	1,764.95
165	HOUSING DEVELOPMENT	.00	.00	.00	.00	.00
167	LIBRARY TRUST	115,959.10	11,754.60	1,829.30	.00	125,884.40
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	84,316.61	.00	3,500.00	.00	80,816.61
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	.00	.00	.00	.00	.00
200	DEBT SERVICE	1,155,169.45	795,823.36	1,245,144.25	.00	705,848.56
301	CAPITAL IMPROV PROJECTS	3,822,501.35	.00	31,831.09	.00	3,790,670.26
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP SOUTHEAST IA DEV CT	264,758.85-	235,000.00	23,965.82	.00	53,724.67-
304	CAP PROJ ELKEM/BROWNIE	143,305.90-	203,468.49	81,957.00	.00	21,794.41-
305	CAP AIRPORT PROJ	.00	.00	367,702.22	.00	367,702.22-
306	CAP PROJ-FACILITY/EQUIP	6,113.25-	.00	.00	.00	6,113.25-
500	PERPETUAL CARE	520,992.79	1,795.00	.00	.00	522,787.79
610	WPC MAINT/OPERATION	1,899,441.15	260,661.31	188,504.12	31,541.26	2,003,139.60
611	WPC IMPR RESERVE	644,470.61	49.15	8,818.00	.00	635,701.76
612	SEWER MAINT EQUIP REPL	.00	.00	.00	.00	.00
613	WAT POL CONTR CAP	138,182.49	.00	.00	.00	138,182.49
614	SEWER IMPROV RESERVE	31,570.28	.00	.00	.00	31,570.28
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	391,959.54	87,262.51	161,084.13	13,095.10	331,233.02
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	1,679,276.87	17,001.94	45,342.87	3,671.76	1,654,607.70
810	INTERNAL SERVICE FUND	32,662.45-	95,291.19	1,610.70-	.00	64,239.44
Report Total		19,893,873.77	4,314,930.58	6,254,186.72	184,261.23	18,138,878.86



COUNCIL ACTION FORM

Date: July 16, 2026

Presented By: Ferneau

Subject: Setting Public Hearing CDBG application Agenda Item: Consent Agenda #1

Description:

Prior to submittal of an Community Development Block Grant (CDBG) application, a public hearing is required to be held to allow community input on the proposed application. CDBG funding is being sought for sanitary and stormwater improvements associated with the Timea Street reconstruction project. Staff recommends August 6, 2026 at 5:30 PM. for the Public Hearing

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

State Revolving Fund application

Date _____

December 2025

Recommendation:

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____
TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING
ON THE SUBMISSION OF A CDBG APPLICATION FOR THE CITY OF
KEOKUK, IOWA**

WHEREAS, the City Council of the City of Keokuk, Iowa desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority, and

WHEREAS, the City has a need to make improvements to the City's wastewater and stormwater collection systems, specifically the separation of stormwater from the sanitary sewer system along the Timea Street corridor to resolve stormwater impacts on Combined Sewer Overflows from this portion of Keokuk, and

WHEREAS, the requirements of the CDBG application require the City to hold a public hearing to allow citizens the opportunity to be heard and provide comments on the submission of a grant application;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that a public hearing shall be held on August 6, 2026, at 5:30 PM in the City Council Chambers of the Keokuk City Hall, 501 Main St, Keokuk.

BE IT FURTHER RESOLVED that the City Clerk shall give notice of said public hearing by publication of a notice at least once, not less than four and not more than 20 days before the meeting, in a newspaper of general circulation.

PASSED, APPROVED, AND ADOPTED this 16th day of July 2026.

Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui- City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE
WITH OUTDOOR SERVICE FOR CHINTZ’S**

WHEREAS, Application has been made by Chintz’s Corp. for a Class C Retail Alcohol License with Outdoor Service for Chintz’s, 1310 Main Street; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Chintz’s Corp. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License with Outdoor Service for Chintz’s, 1310 Main Street, effective July 24, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 16th day of July 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR
ARROWHEAD BOWL, 3535 MAIN STREET**

WHEREAS, Application has been made by Arrowhead Bowl Inc. for a Class C Retail License for Arrowhead Bowl, 3535 Main Street; **AND**

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

WHEREAS, such an investigation has been conducted.

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

THAT, Arrowhead Bowl 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 License for Arrowhead Bowl, 3535 Main Street, effective August 1, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 16th day of July 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

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 JULY 16, 2026.

REGISTER NO. 5551

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 682.50
KEOKUK MUNICIPAL WATER WORKS	GARBAGE/SEWER BILLING	\$ 3,815.00
GATE CITY PUBLISHING	PUBLICATIONS	\$ 714.70
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL MAY 2026	\$ 150.00
GRAY QUARRIES, INC	ROADROCK	\$ 540.00
JIM BAIER, INC	PARTS	\$ 244.88
HARTRICK'S LUMBER	SUPPLIES	\$ 622.55
KEOKUK HOMESTORE	SUPPLIES	\$ 419.05
RIVER CITY PARTS, INC.	PARTS	\$ 37.45
HICKEY CONTRACTING COMPANY	CONCRETE WORK @ 4TH ST. ALLEY	\$ 40,836.69
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 5,668.50
TASKE FORCE, INC.	SERVICE	\$ 6,738.75
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 406.79
ALLIANT	SERVICE	\$ 44,944.26
THE CARDBOARD BOX	UPS CHARGES WWTP	\$ 229.32
CENTURY LINK	SERVICE	\$ 604.60
GREAT RIVER REGIONAL WASTE	SERVICE	\$ 1,464.99
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES WPC	\$ 3,724.00
SAFETY-KLEEN	CLEAN REFILL TANKS	\$ 237.68
MEYERS PLUMBING	MATERIAL/LABOR	\$ 371.76
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 9.44
KEOKUK CONTRACTORS, INC	J#3230 RESEAL EXP.JOINT @ POOL	\$ 750.00
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$ 1,382.00
ENDERLE HEATING & A/C COMPANY	PARTS/LABOR @ PUBLIC LIBRARY	\$ 1,567.06
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$ 2,392.50
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 1,969.38
KEOKUK ART CENTER	HOTEL/MOTEL ALLOCATION FUNDS	\$ 1,250.00
KEOKUK AREA CONVENTION AND	HOTEL/MOTEL FUND PLEDGE	\$ 70,000.00
KEOKUK FINE ARTS COUNCIL	HOTEL/MOTEL FUND ALLOCATION	\$ 1,250.00
MSKI	PLEDGE FROM HOTEL/MOTEL FUNDS	\$ 40,000.00
VWR INTERNATIONAL	LAB SUPPLIES WWTP	\$ 92.78
SECRETARY OF STATE	NOTARY PUBLIC RENEWAL	\$ 30.00
LEE COUNTY HEALTH DEPARTMENT	INSPECTIONS POOL/WATERSLIDE	\$ 520.00
RAIRDEN'S AUTO SALVAGE &	TOW SERVICE	\$ 60.00
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 398.89
PIPER SANDLER & CO.	PROFESSIONAL SERVICES	\$ 1,500.00
U.S. CELLULAR	SERVICE	\$ 517.29
KEOKUK COMMUNITY SCHOOL	FRANCHISE FEE REBATE	\$ 1,220.62
USA BLUE BOOK	SUPPLIES WWTP	\$ 1,086.00
AT&T MOBILITY	SERVICE	\$ 730.04

REGISTER NO. 5552

FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$ (470.20)
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 4,634.81
PAUL S. KELLY SR.	MOTOR REPLACEMENT WWTP	\$ 1,405.32
WISS & WISS EQUIPMENT INC.	PARTS AIRPORT KABOTA	\$ 637.34
MENARD INC.	SUPPLIES AIRPORT	\$ 62.57
WM. J. KRAUS & SON, INC.	HVAC,INSTALL,MATERIAL GRAND TH	\$ 24,482.50
O'REILLY AUTOMOTIVE INC.	PARTS	\$ 2,048.37
ANDREW WHITAKER	URBAN DEER HUNTING QUALIFICATION	\$ 100.00
MEDIACOM	SERVICE	\$ 19.95
LCL FARMS INC.	BIO SOLID SPREADING JULY 2026	\$ 6,695.00
GRAINGER	INLINE FILTER WWTP	\$ 523.55
LAW ENFORCEMENT SYSTEMS, INC.	SUPPLIES KPD	\$ 483.00
LEXISNEXIS RISK DATA	SERVICE	\$ 155.77
KEOKUK HISTORIC PRESERVATION	ALLOCATION HOTEL/MOTEL FUNDS	\$ 1,250.00
LEE COUNTY TREASURER	SERVICE	\$ 515.00
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$ 36.00
D.I.A.L.ELEVATOR SAFETY BUREAU	SERVICE	\$ 165.00
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 581.00
MIDWAY FREIGHTLINER,INC.QUINCY	PARTS SANITATION DEPT.	\$ 2,833.06
WEST CENTRAL FS INC.	BULK FUEL UNLEADED	\$ 25,512.60
KLINGNER & ASSOCIATES, P.C.	PROFESSIONAL SERVICES	\$ 3,104.54
VERIZON WIRELESS	SERVICE	\$ 541.86
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES	\$ 652.76
ACCO UNLIMITED CORPORATION	POOL SUPPLIES	\$ 1,536.48
RAND PARK PAVILION	FUND ALLOCATION HOTEL/MOTEL TX	\$ 1,250.00
IOWA LAW ENFORCEMENT ACADEMY	SERVICE	\$ 300.00
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$ 51.99
OVERDRIVE, INC.	FY27 BRIDGES EBOOK CONTENT FEE	\$ 3,171.00
JACOB MOORE	URBAN DEER HUNTING QUALIFICATION	\$ 100.00
SOUTHEAST IOWA REGIONAL	ALLOCATION ECONOMIC DEV.FUNDS	\$ 3,500.00
INTERSTATE BILLING SERVICE,INC	PARTS SANITATION DEPT.	\$ 9,446.55
FARONICS	DEEP FREEZE CLOUD PREM.SUBSCRIP	\$ 1,187.88
ARMSTRONG TRACTOR LLC	PARTS	\$ 1,123.25
KIMBALL MIDWEST	PARTS VEHICLE MAINT.	\$ 123.50
CINTAS CORP	SERVICE	\$ 2,056.86
GPM ENVIRONMENTAL SOLUTIONS	FLOWLINK/CELLULAR RENEWAL FEES	\$ 8,268.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$ 1,275.00
ICONNECTYOU	SERVICE	\$ 290.00
AXON ENTERPRISE, INC	TASERS KEOKUK POLICE DEPT.	\$ 1,274.28
RADIO KEOKUK	SERVICE	\$ 1,375.00
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 6,675.32
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
IOWA ONE CALL	SERVICE	\$ 129.60

REGISTER NO. 5553

QUADIENT FINANCE USA, INC	POSTAGE METER REFILL	\$ 1,000.00
WALZ LABEL AND MAILING SYSTEMS	EZ CONFIRM ENVELOPES	\$ 105.07
NORRIS ASPHALT PAVING	1/2' SURFACE STREET DEPT.	\$ 4,817.34
SHARED IT INC	IT SERVICES	\$ 2,196.50
VERTICAL COMMUNICATIONS INC.	SERVICE	\$ 59.80
SCOTT'S ULTRA CLEAN LLC	JANITOR SERVICE KPD JULY 2026	\$ 550.00
SHARPENING SHACK	IREAD PURCHASE KEOKUK LIBRARY	\$ 25.90
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 246.94
SchraGIS Solutions	GIS MAINTENANCE	\$ 600.00
HENNIGES AUTOMOTIVE, INC	FRANCHISE FEE REBATE	\$ 9,285.96
IWORQ	COMM.DEVELOP.SUPPORT 7/26-6/27	\$ 8,000.00
HEY BRUCE INC.	MOWING & EQUIPT.MAINT.@AIRPORT	\$ 1,380.00
JONES CONTRACTING CORP.	APP#1 BEL-AIR RECONSTRUCTION	\$ 126,402.48
ROTARY CLUB OF KEOKUK	ROTARY DUES 26-27 B.CARROLL	\$ 212.50
CENGAGE LEARNING INC./GALE	LIBRARY SUPPLIES	\$ 120.00
EOCENE ENVIRONMENTAL GROUP, INC	PROFESSIONAL SERVICES	\$ 35,882.14
MCCLOUD SERVICES	GENERAL PEST CONTROL SEIDC	\$ 130.06
LEE COUNTY ECONOMIC	ALLOCATION ECONOMIC DEV.FUNDS	\$ 26,500.00
POINTE COMMERCIAL	BATTERY DEODORIZER LIBRARY	\$ 14.90
HTS NEXUS	SERVICE GRAND THEATRE	\$ 108.16
AMAZON CAPITAL SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$ 756.82
IMON COMMUNICATIONS, LLC	SERVICE	\$ 1,022.51
SIGN PRO OF QUINCY INC.	28'X48'SIGN & INSTALLATION PRK	\$ 589.00
STATE CHEMICAL SOLUTIONS	WWTP MAINTENANCE	\$ 361.28
INSZONE INSURANCE SERVICES, INC	INSURANCE PREMIUM- AIRPORT	\$ 12,617.00
		\$ 591,868.34



COUNCIL ACTION FORM

Date: July 16, 2026

Presented By: Ferneau

Subject: Public Hearing and Ordinance Amending Natural Gas Franchise Agenda Item: Item #7 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 Natural Gas Franchise with Liberty Utilities Corp. from 2% 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 effective January 1, 2027, after all steps have been taken 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: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Resolution Franchise Revenue Purpose

Date

July 2, 2026

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KEOKUK , IOWA, BY MODIFYING PROVISIONS OF ORDINANCE 2017, THE CITY OF KEOKUK NATURAL GAS 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 NATURAL GAS** franchise, Ordinance **2017**, relating to franchise fees. The franchisee, Liberty Utilities Corp., 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 NATURAL GAS** franchise, Ordinance **2017**, shall remain in full force and effect except as modified specifically herein relating to franchise fees.

SECTION 2. REPEAL AND MODIFICATION. Section 3 of the **KEOKUK NATURAL GAS** franchise, Ordinance **2017**, is repealed and the following adopted in lieu thereof:

Section 3. The Company shall pay to the City a sum equal to five percent (5%) of its gross revenue from the sale of natural gas to consumers in the City, and of transportation or distribution fees charges to other gas suppliers using the gas distributions lines of the Company lying inside the City, excluding any revenue derived from service supplied to the City (the "Franchise Fee"). For purposes of this Section, "gross revenue" shall mean actual revenue received and collected from consumers by the Company. Said sums shall be payable on or before the 25th day of each month on the basis of the preceding month's gross revenue. The City shall have the right to inspect the Company's book and records during normal business hours in the Company's corporate headquarters, or to make reasonable requests for copies of records to be transmitted to the City in order to verify compliance with this section. The City shall inform the Company of any changes in the boundaries of the City's limits.

This Franchise Fee shall begin on the first day of January following passage of this Franchise. The amount of the Franchise Fee may be amended by the City upon request, notwithstanding the requirements of Section 2 of this Franchise. To amend the Franchise Fee, the City shall provide at least one hundred and eighty (180) days written notice to the Company of the City's intent to amend the Franchise Fee. Any amendment to the Franchise Fee shall become effective on the first day of January following the City's amendment of this Franchise. The City shall comply with the requirements of 364.2(4)(f) of the Code of Iowa regarding the assessment and/or amendment of a Franchise Fee.

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.

Initial reading Passed & Approved this 16th day of July 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: July 16, 2026

Presented By: Brian Carroll, PWD

Subject: Ford F350 4x4 Pickup Agenda Item: 8

Description:

The purchase of a 2026 Ford F-350 4x4 pickup truck for the Street Department was approved as part of the Fiscal Year 2026–2027 budget. This vehicle will replace aging equipment and support daily operations, including street maintenance, and snow removal support.

Funding for this purchase is included in the approved FY 2026–2027 budget. The total cost of the vehicle will be approximately \$46,950.

Staff recommends approval of the purchase of a 2026 Ford F-350 4x4 pickup truck for the Street Department.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 110-221-3710 Title: CAP EQUIPMENT - RUT

Amount Budgeted: \$64,500

Actual Cost: \$46,950

Under/Over: _____

Funding Sources:

RUT _____

Departments:

STREET DEPARTMENT _____

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING THE PURCHASE OF A 2026 FORD F-350 4x4
PICKUP TRUCK FOR THE STREET DEPARTMENT**

WHEREAS, the purchase of a 2026 Ford F-350 4x4 pickup truck was approved as part of the Fiscal Year 2026–2027 budget; and

WHEREAS, said vehicle will support daily operations, including street maintenance and snow removal; and

WHEREAS, funding for this purchase is included in the approved FY 2026–2027 budget; and

WHEREAS, the total cost of the vehicle is approximately \$46,950.

NOW THEREFORE LET IT BE HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the purchase of a 2026 Ford F-350 4x4 pickup truck for the Street Department is hereby approved in an approximate amount of \$46,950.

Passed this 16th day of July 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui



Preview Order 8888 - F3B 4x4 Reg Cab SRW: Order Summary Time of Preview: 11/19/2025 11:11:45 Receipt: NA

Dealership Name: Carson Ford, Inc.

Sales Code: F53387

Dealer Rep.	ROBERT CARSON	Type	Fleet	Vehicle Line	Superduty	Order Code	8888
Customer Name	Keokuk	Priority Code	A1	Model Year	2025	Price Level	630

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 STYLESIDE PICKUP/142	\$49770	FORD FLEET SPECIAL ADJUSTMENT	\$0
142 INCH WHEELBASE	\$0	PLATFORM RUNNING BOARDS	\$320
TOTAL BASE VEHICLE	\$49770	10900# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
VINYL 40/20/40 SEATS	\$0	SNOW PLOW PREP PACKAGE	\$350
MEDIUM DARK SLATE	\$0	ROOF CLEARANCE LIGHTS	\$150
PREFERRED EQUIPMENT PKG.610A	\$0	JACK	\$0
.XL TRIM	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.AIR CONDITIONING -- CFC FREE	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
.AM/FM STEREO MP3/CLK	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.STEEL ROAD WHEELS-18"	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.6.8L DEVCT NA PFI-V8 ENGINE	\$0	FUEL CHARGE	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.LT275/65R18E BSW ALL SEASON	\$0	PRICED DORA	\$0
3.73 RATIO NON LTD SLIP AXLE	\$0	ADVERTISING ASSESSMENT	\$0
JOB #1 ORDER	\$0	DESTINATION & DELIVERY	\$2595

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

\$46,950.00

MSRP
\$53185
NA
\$53185

ORDERING FIN: QQ664 END USER FIN: QQ564 PO NUMBER: 8888

Budget

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

George Pinter
Carson Motors

Customer Signature

Date

*This order has not been submitted to the order bank.
This is not an invoice.*

Hamilton Jr.

217-847-3686



COUNCIL ACTION FORM

Date: July 16, 2026

Presented By: Brian Carroll, PWD

Subject: Public Safety Building Roof Agenda Item: 9

Description:

The Public Safety Building roof has reached the end of its service life and requires replacement to prevent further deterioration and potential damage to the facility. The project includes removal of the existing roofing system and installation of a new roofing system in accordance with project specifications.

Bids for the Public Safety Building roof replacement project were opened on June 30, 2026. A total of four bids were received. After review, the lowest responsive and responsible bidder was identified as Commercial Contracting Services of Keokuk, Iowa, in the amount of \$197,450.

Staff recommends awarding the contract for the Public Safety Building roof replacement project to Commercial Contracting Services of Keokuk, Iowa, in the amount of \$197,450.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 306-750-6750 Title: CAP IMPROVEMENTS

Amount Budgeted: \$400,000

Actual Cost: \$197,450

Under/Over: _____

Funding Sources:

CAPTIAL IMPROVEMENTS 306

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDING THE CONTRACT FOR THE PUBLIC SAFETY
BUILDING ROOF REPLACEMENT PROJECT**

WHEREAS, the City of Keokuk has determined that the roof of the Public Safety Building has reached the end of its service life and requires replacement; and

WHEREAS, the City publicly solicited bids for the Public Safety Building Roof Replacement Project; and

WHEREAS, bids were opened on June 30, 2026, and four (4) bids were received; and

WHEREAS, the lowest responsive and responsible bid was submitted by Commercial Contracting Services of Keokuk, Iowa, in the amount of \$197,450; and

WHEREAS, City staff and its engineering firm has reviewed the bids and recommends awarding the contract to Commercial Contracting Services.

NOW THEREFORE LET IT BE HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the City Council hereby awards the contract for the Public Safety Building Roof Replacement Project to Commercial Contracting Services of Keokuk, Iowa, in the amount of \$197,450.

Passed this 16th day of July 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui

QUINCY • GALESBURG • BURLINGTON • PELLA • DAVENPORT • HANNIBAL • COLUMBIA • CARBONDALE

OWNER NAME:

City of Keokuk

PROJECT NAME:

Public Safety Building - Roof Replacement

Bid Date:

Tuesday, June 30, 2026

Bid Location:

City of Keokuk - City Hall

Bid Time:

11:00 AM

Project No.:

26-2050

BID TABULATION

Contractor	Frank Millard and Co., Inc.	Commercial Contracting Services	Brockway Mechanical & Roofing	Black Hawk Roof Company		
No Addendum to Acknowledge						
Bid Security Present	X	X	X	X		
Base Bid including \$25k General Contingency Allowance	\$473,000.00	\$197,450.00	\$330,501.00	\$290,520.00		
Contractor Suggested Alternate	N/A	N/A	N/A	N/A		
Total	\$473,000.00	\$197,450.00	\$330,501.00	\$290,520.00		

Respectfully Submitted By:

Cody Basham, AIA

Project Manager

Klingner & Associates, PC

June 30, 2026

Date

**SECTION 004113
BID FORM - LUMP SUM**

1.01 BID INFORMATION

- A. Bidder: Frank Millard & Co, Inc
- B. Project Name: Keokuk Public Safety Building - Roof Replacement.
- C. Project Location: 1222 Johnson Street, Keokuk, Iowa 52632.
- D. Owner: City of Keokuk.
- E. Owner Project Number: N/A
- F. Architect: Klingner & Associates, P.C.
- G. Architect Project Number: 26-2050

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Klingner & Associates, P.C. having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. FOUR HUNDRED SEVENTY THREE THOUSAND AND 00/100 Dollars (\$ 473,000.00).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days, if offered within (60) sixty days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting 5% amount above:

1. TWENTY THREE THOUSAND SIX HUNDRED FIFTY AND 00/100 Dollars (\$ 23,650.00).

- B. In the event Owner does not offer Notice of Intent to Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work by the date also specified in that written Notice to Proceed.

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated n/a.

1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. 004313 Bid Bond Form or certified check (Separate Envelope)
 - 2. 004314 Bidder Status Form

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Iowa, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 30th day of June, 2026.
B. Submitted By: Frank Millard & Co, Inc (Name of bidding firm or corporation).
C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
D. Signed By: Ryan Coffin (Type or print name).
E. Title: President (Owner/Partner/President/Vice President).
F. Witness By: [Handwritten Signature] (Handwritten signature).
G. Title: Vice President (Corporate Secretary or Assistant Secretary).
H. Street Address: 107 Valley St.
I. City, State, Zip: Burlington, IA 52601.
J. Phone: 319 752 4571.
K. License No.: C087338.
L. Federal ID No.: 42-0415120 (Affix Corporate Seal Here).

END OF SECTION

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☒ Yes ☐ No

My company is authorized to transact business in Iowa.

(To help you determine if your company is authorized, please review the worksheet on the next page).

☒ Yes ☐ No

My company has an office to transact business in Iowa.

☒ Yes ☐ No

My company's office in Iowa is suitable for more than receiving mail, telephone calls, and email.

☒ Yes ☐ No

My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☒ Yes ☐ No

My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 01 / 01 / 1864 to 06 / 30 / 2026 Address: 107 Valley St

City, State, Zip: **Burlington, IA 52601**

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip:

Dates: ____/____/____ to ____/____/____ Address: _____

You may attach additional sheet(s) if needed.

City, State, Zip:

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?

☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Signed Name: MICHAEL N. BRENNER

Signature:

Firm Name: FRANK MILLARD & Co. INC

Date: 6/30/2026

Email Address: MIKEB@FRANKMILLARD.COM

Phone Number: 319 752 4571

This form has been approved by the Department of Administrative Services Director.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☒ Yes ☐ No

My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☒ No

My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☒ No

My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☒ Yes ☐ No

My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☒ No

My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☒ No

My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☒ No

My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☒ No

My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☒ No

My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☒ No

My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☒ No

My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

**AIA****Document A310™ - 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)*
Frank Millard & Co., Inc.

PO Box 278

Burlington, IA 52601

OWNER:*(Name, legal status and address)*
City of Keokuk

501 Main Street

Keokuk, IA 52632

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)**PROJECT:***(Name, location or address, and Project number, if any)*
Keokuk Public Safety Building - Roof Replacement, City of Keokuk, IA**SURETY:***(Name, legal status and principal place of business)*

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

10th

day of June, 2026

(Witness)

Frank Millard & Co., Inc.

*(Principal)**(Title)*

Swiss Re Corporate Solutions America Insurance Corporation

*(Surety)**(Title)* Anne Crowner, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061119



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, SETH ROOKER, JENNIFER MARINO,
JOSEPH TIERNAN, KATE ZANDERS, SARA HUSTON, JOHN CORD, GRACE DICKINSON, CAMERON BURT, BEN WILLIAMS, JAMIE GIFFORD and ZACH FULLER
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2025.

State of Illinois
County of Cook

§§

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szweda
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of June, 2026.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**SECTION 004113
BID FORM - LUMP SUM**

1.01 BID INFORMATION

- A. Bidder: Commercial Contracting Services
- B. Project Name: Keokuk Public Safety Building - Roof Replacement.
- C. Project Location: 1222 Johnson Street, Keokuk, Iowa 52632.
- D. Owner: City of Keokuk.
- E. Owner Project Number: N/A
- F. Architect: Klingner & Associates, P.C.
- G. Architect Project Number: 26-2050

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Klingner & Associates, P.C. having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. one hundred ninety seven thousand four hundred and fifty dollars Dollars (\$ 197,450).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days, if offered within (60) sixty days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting 5% amount above:

1. nine thousand eight hundred seventy two and 50/100 Dollars (\$ 9,872.50).

- B. In the event Owner does not offer Notice of Intent to Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work by the date also specified in that written Notice to Proceed.

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 6-17-26

1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. 004313 Bid Bond Form or certified check (Separate Envelope)
2. 004314 Bidder Status Form

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Iowa, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 16th day of June, 2026
B. Submitted By: CCS (Name of bidding firm or corporation).
C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
D. Signed By: Derek Tilley (Type or print name).
E. Title: Project Manager (Owner/Partner/President/Vice President).
F. Witness By: [Handwritten Signature] (Handwritten signature).
G. Title: Owner (Corporate Secretary or Assistant Secretary).
H. Street Address: 300 Main ST. STE 200
I. City, State, Zip: Keokuk, IA 52632
J. Phone: 319-313-9226
K. License No.: #C125105
L. Federal ID No.: 47-4259651 (Affix Corporate Seal Here).

END OF SECTION

SECTION 004325
SUBSTITUTION/EQUIVALENT PRODUCT REQUEST FORM

To: Klingner & Associates, P.C. ; Cody Basham; cbasham@klingner.com

Project: **Keokuk Public Safety Building - Roof Replacement** - City of Keokuk

We, as a bidder (not a supplier), hereby submit for your consideration the following product instead of the specified item for the above project:

Section	Paragraph	Specified Item
07.5423	1.01	(TPO) Roofing

Proposed Substitution or Equivalent Product: Duro-Last Roofing

Attach complete technical data including laboratory test if applicable. Include complete information changes to the Drawings and/or Specifications which the proposed equivalent product requires for proper installation. Fill in the blanks below, using additional sheets if necessary:

A. Does the proposed substitution or equivalent product affect dimensions shown on the Drawings?

NO

B. Will the undersigned pay for changes to building design, including engineering and detailing costs caused by proposed substitution or equivalent product, if any?

yes

C. What effect does the proposed substitution or equivalent product have on other trades?

20 year Warranty, Inspection Required Upon Completion

D. What are the differences between proposed substitution or equivalent product and the specified item?

Higher millage over scrim, Better Warranty & Product

E. Manufacturer's guarantees of proposed specified items are: ☒ Same ☐ Different

Explanation, if required: _____

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by: Derek (Signature)

Title: Project manager

Firm: CCS

Address: 300 main ST. STE 200 Keokuk IA

Telephone: 217-242-4475

Email: Derek@CCSKeokuk.com

For use by Architect:

____ Accepted ____ Accepted as Noted ____ Not Accepted ____ Received Too Late

By: _____

Date: _____

Remarks: _____

END OF SECTION



COMMCN-04

ALE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Relion, LLC
24 Westside Drive
Iowa City, IA 52246

CONTACT NAME: Ashley Lee

PHONE
(A/C, No, Ext):FAX
(A/C, No):E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Commercial Contracting Services LLC
21 S 9th St
Keokuk, IA 52632

INSURER A: Integrity Property & Casualty

INSURER B: Integrity Mutual Insurance Co

INSURER C: American Interstate Insurance Company

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	CPP2764604	8/14/2025	8/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CA 2764605	8/14/2025	8/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		CUP2764607	8/14/2025	8/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	AVWCIA3299052024	8/14/2025	8/14/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater		CPP2764604	8/14/2025	8/14/2026	Leased/Rented \$ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, the below listed Certificate Holder is included as an Additional Insured on the General Liability.

CERTIFICATE HOLDER

City of Keokuk
415 Blondeau St
Keokuk, IA 52632

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 537466

KNOW ALL MEN BY THESE PRESENTS, that we Commercial Contracting Services, LLC

300 Main St., Ste 200, Keokuk, IA 52632

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, Iowa 50306-3498

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Keokuk

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars \$ 5 %

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

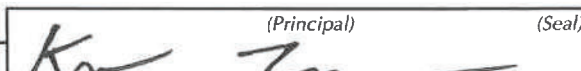
WHEREAS, the Principal has submitted a bid for removing and replacing the existing gravel ballast roof on the
Keokuk Public Safety Building at 1222 Johnson Street, Keokuk, Iowa

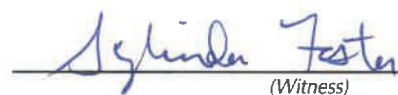
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

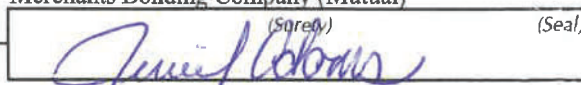
Signed and sealed this 18th day of June 2026 XXX

Commercial Contracting Services, LLC


(Witness)


(Principal) (Seal)
Kevin Thomas (Title) Owner


(Witness)

Merchants Bonding Company (Mutual)

(Surety) (Seal)
Jennifer Adams (Title) Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 537466

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jennifer Adams

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of June, 2026.



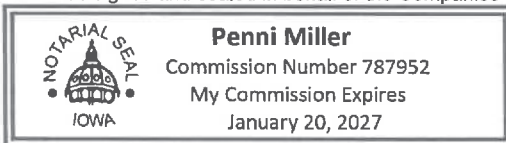
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of June, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of June, 2026.



Secretary

**SECTION 004113
BID FORM - LUMP SUM**

1.01 BID INFORMATION

- A. Bidder: Brockway Mechanical & Roofing Co., Inc.
- B. Project Name: Keokuk Public Safety Building - Roof Replacement.
- C. Project Location: 1222 Johnson Street, Keokuk, Iowa 52632.
- D. Owner: City of Keokuk.
- E. Owner Project Number: N/A
- F. Architect: Klingner & Associates, P.C.
- G. Architect Project Number: 26-2050

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Klingner & Associates, P.C. having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars (\$ 330,501.00).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days, if offered within (60) sixty days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting 5% amount above:

1. _____ Dollars (\$ 16,525.05).

- B. In the event Owner does not offer Notice of Intent to Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work by the date also specified in that written Notice to Proceed.

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated N/A

1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. 004313 Bid Bond Form or certified check (Separate Envelope)
 - 2. 004314 Bidder Status Form

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Iowa, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 29 day of June, 2026
B. Submitted By: Brockway Mechanical & Roofing (Name of bidding firm or corporation).
C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
D. Signed By: Matthew Brockway (Type or print name).
E. Title: Vice President (Owner/Partner/President/Vice President).
F. Witness By: [Handwritten Signature] Cheoff W. Le (Handwritten signature).
G. Title: Project Manager (Corporate Secretary or Assistant Secretary).
H. Street Address: 1101 Osborn Street
I. City, State, Zip: Burlington, IA 52601
J. Phone: 319.753.2753
K. License No.: C130806
L. Federal ID No.: 42-1232251 (Affix Corporate Seal Here).

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Brockway Mechanical and Roofing Company, Inc

1101 Osborn Street

Burlington, IA 52601

SURETY:

(Name, legal status and principal place

of business)

The Cincinnati Insurance Company

6200 S. Gilmore Road

Fairfield, OHIO 45014-5141

OWNER:

(Name, legal status and address)

City of Keokuk

501 Main Street

Keokuk, IA 52632

BOND AMOUNT: Five (5) Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Keokuk Public Safety Building - Roof Replacement

Keokuk, IA

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

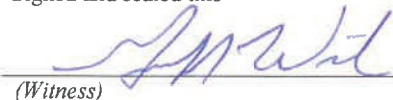
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of June, 2026


(Witness)

Brockway Mechanical and Roofing Company, Inc

(Principal)

(Seal)

(Title)

The Cincinnati Insurance Company

(Surety)

(Seal)


(Witness)

(Title)

Kurt Feller, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert L. Kollsmith; Timothy J. Foley; Jason D. Smith; James M. Smith; Kurt Feller; Lukas Schroder; Dora B. Stevens; Mason Stickney; Lauri Meneough; Christy Ritchie; Deborah Kling; Karin Warth and/or Belinda Colwell

of Cedar Rapids, Iowa

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Forty Million Dollars and No/100 (\$40,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 26th day of June, 2026



Ed H

**SECTION 004113
BID FORM - LUMP SUM**

1.01 BID INFORMATION

- A. Bidder: Black Hawk Roof Company Inc.
B. Project Name: Keokuk Public Safety Building - Roof Replacement.
C. Project Location: 1222 Johnson Street, Keokuk, Iowa 52632.
D. Owner: City of Keokuk.
E. Owner Project Number: N/A
F. Architect: Klingner & Associates, P.C.
G. Architect Project Number: 26-2050

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Klingner & Associates, P.C. having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two Hundred Ninety Thousand Five Hundred Twenty Dollars (\$ 290,520.00)

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days, if offered within (60) sixty days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting 5% amount above:

1. Fourteen Thousand Five Hundred Twenty Six Dollars (\$ 14,526.00)

- B. In the event Owner does not offer Notice of Intent to Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work by the date also specified in that written Notice to Proceed.

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated N/A

1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. 004313 Bid Bond Form or certified check (Separate Envelope)
2. 004314 Bidder Status Form

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Iowa, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.08 SUBMISSION OF BID

- A. Respectfully submitted this 30th day of June, 2026.
B. Submitted By: Black Hawk Roof Company (Name of bidding firm or corporation).
C. Authorized Signature: [Signature] (Handwritten signature).
D. Signed By: Jackson Barth (Type or print name).
E. Title: Project Manager (Owner/Partner/President/Vice President).
F. Witness By: [Signature] (Handwritten signature).
G. Title: Office Manager (Corporate Secretary or Assistant Secretary).
H. Street Address: 2843 Gervaldine Rd.
I. City, State, Zip: Watloo, IA, 50703
J. Phone: 319-277-9355
K. License No.: C099214
L. Federal ID No.: 42-1405570 (Affix Corporate Seal Here).

END OF SECTION

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and email.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 1 / 1 / 99 to 12 / 31 / 23 Address: 619 E 19th St
City, State, Zip: Cedar Falls, IA, 50613

Dates: 1 / 1 / 24 to 6 / 30 / 26 Address: 2843 Geraldine Rd.
City, State, Zip: Waterloo, IA, 50703

Dates: ____/____/____ to ____/____/____ Address: _____

You may attach additional sheet(s) if needed.

City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Signed Name: Jackson Bark Signature: [Signature]
Firm Name: Black Hawk Roof Company Inc Date: 6/30/26
Email Address: jackson@blackhawkroof.com Phone Number: 319-277-9355

This form has been approved by the Department of Administrative Services Director.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- | | |
|---|---|
| ☒ Yes ☐ No | My business is currently registered as a contractor with the Iowa Division of Labor. |
| ☐ Yes ☒ No | My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes. |
| ☐ Yes ☒ No | My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes. |
| ☒ Yes ☐ No | My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution. |
| ☐ Yes ☒ No | My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked. |
| ☐ Yes ☒ No | My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled. |
| ☐ Yes ☒ No | My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed. |
| ☐ Yes ☒ No | My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination. |
| ☐ Yes ☒ No | My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership. |
| ☐ Yes ☒ No | My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination. |
| ☐ Yes ☒ No | My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled. |

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Black Hawk Roof Company, Inc.
2843 Geraldine Rd.
Waterloo, IA 50713

OWNER:

(Name, legal status and address)

City of Keokuk
501 Main Street
Keokuk IA 52632

BOND AMOUNT: Five Percent of Bid Amount
5 %

PROJECT:

(Name, location or address, and Project number, if any)
Keokuk Public Safety Building

Bond Number: 538393

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

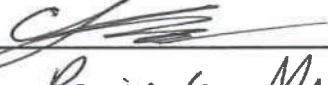
Signed and sealed this 30th day of June, 2026

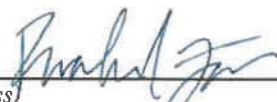
Black Hawk Roof Company, Inc.


(Witness)

(Principal)

(Title)


Project Manager (Seal)


(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title) Cassandra J Daley Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 538393

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cassandra J Daley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of June, 2026



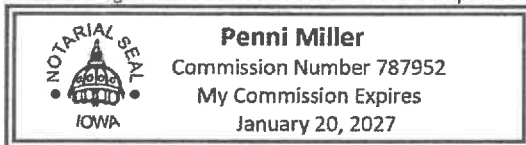
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of June, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of June, 2026



Secretary



COUNCIL ACTION FORM

Date: July 7, 2026

Presented By: _____

Subject: Submit application to IEDA Nuisance, abandoned property remediation fund for a forgivable loan Agenda Item: 10

Description:

The Iowa Economic Development Authority (IEDA) administers the Nuisance/Abandoned Property Remediation Fund to assist communities with the remediation of abandoned and nuisance properties that contribute to neighborhood blight and pose risks to public health and safety.

City staff has identified fifteen (15) abandoned and nuisance properties within a several block area of the SIDC that are appropriate candidates for demolition through this program.

The City intends to apply for a forgivable loan in the amount of \$270,000 through the IEDA Nuisance/Abandoned Property Remediation Fund. If awarded the City will initially pay eligible demolition and remediation costs and seek reimbursement through the program.

Approval of this resolution authorizes the Mayor and City Clerk to execute and submit the grant application and any documents necessary to complete the application process.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval of the resolution authorizing the submittal of the application.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF KEOKUK, IOWA AUTHORIZING THE MAYOR AND CITY CLERK TO SUBMIT AN APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY'S NUISANCE/ABANDONED PROPERTY REMEDIATION FUND FOR A FORGIVABLE LOAN TO DEMOLISH FIFTEEN ABANDONED AND NUISANCE PROPERTIES IN THE CITY OF KEOKUK

WHEREAS, the City of Keokuk is a duly recognized municipal corporation acting under the laws of the State of Iowa; and

WHEREAS, the City Council is the duly elected governing body of the City of Keokuk; and

WHEREAS, the Iowa Economic Development Authority administers the Nuisance/Abandoned Property Remediation Fund to assist communities with the remediation of nuisance and abandoned properties; and

WHEREAS, the City Council has reviewed the need to remediate abandoned and nuisance properties within the City of Keokuk and desires to submit an application to the Nuisance/Abandoned Property Remediation Fund to assist with demolition and site clearance activities; and

WHEREAS, the City has identified fifteen (15) abandoned and nuisance properties for demolition and remediation in order to reduce blight, protect public health and safety, and promote future redevelopment within the community; and

WHEREAS, the City of Keokuk will be the applicant and recipient of the Nuisance/Abandoned Property Remediation Fund proceeds and will be responsible for administering the demolition and remediation project in accordance with applicable program requirements; and

WHEREAS, the City Council understands that the funding, if awarded, will be provided in the form of a forgivable loan through the Nuisance/Abandoned Property Remediation Fund; and

WHEREAS, the City of Keokuk will fund demolition and remediation costs and seek reimbursement through the Nuisance/Abandoned Property Remediation Fund, and any costs above the forgivable loan amount, or otherwise not covered by the program, shall be the responsibility of the City of Keokuk; and

WHEREAS, the City Council supports the cleanup, redevelopment, reuse, or disposition of the remediated property sites, as applicable and in accordance with City procedures, state law, and program requirements.

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

The Mayor and City Clerk are hereby directed and authorized to execute and submit an application to the Iowa Economic Development Authority's Nuisance/Abandoned Property Remediation Fund requesting a forgivable loan in the amount of \$270,000 to fund demolition and remediation of fifteen (15) abandoned and nuisance properties within the City of Keokuk.

PASSED and APPROVED this 16th day of July 2026.

Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: July 16, 2026

Presented By: Ferneau

Subject: legal services agreement Agenda Item: 11

Description:

With the retirement of James Dennis as City Attorney as of June 30, 2026, the City has been working with multiple options for the provision of attorney services for the City of Keokuk. Lynch Dallas has already performed some duties typically assigned to the City Attorney. When it comes to municipal infractions/nuisance abatement matters, though, they would prefer to limit their time and attention to these matters. Aspelmeier, Fisch, Power, Engberg, & Helling P.L.C. is willing to perform these duties, though. They take on these duties for other communities in a similar arrangement, notably for the City of Burlington.

The primary area that remains uncovered after entering this agreement that was previously cover by James Dennis is in the area of moving violations and citations. Until a suitable replacement firm is found to cover these types of cases, our Police Department will have to rely on using state code rather than City Code. We will continue to pursue possible avenues for this type of legal services coverage.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-640-6411 Title: legal services

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING LEGAL SERVICES AGREEMENT WITH
ASPELMEIER, FISCH, POWER, ENGBERG & HELLING, P.L.C.**

WHEREAS, the City Council of the City of Keokuk, Iowa desires to ensure that the City has adequate legal representation for various tasks and duties performed within the City of Keokuk, Iowa, specifically in the areas of prosecution and representation of the City in municipal infraction proceedings as well as in actions related to abandoned building undertakings, along with other matters of general legal representation and counsel, and

WHEREAS, Aspelmeier, Fisch, Power, Engberg, & Helling, P.L.C. are willing and agreeable to perform these services as spelled out in the attached Agreement for Legal Services;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the attached legal services agreement is hereby approved, and the Mayor is authorized to sign said agreement.

PASSED, APPROVED, AND ADOPTED this 16th day of July 2026.

Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui- City Clerk

AGREEMENT FOR LEGAL SERVICES

City of Keokuk, Iowa

This Agreement for Legal Services (the “Agreement”) is made and entered into as of _____, 20__ (the “Effective Date”), by and between the **City of Keokuk, Iowa**, a municipal corporation organized under the laws of the State of Iowa (the “City”), and **Aspelmeier, Fisch, Power, Engberg & Helling, P.L.C.**, an Iowa professional limited liability company (the “Firm”). The City and the Firm are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the City desires to engage the Firm to provide legal services to and on behalf of the City on the terms set forth herein; and

WHEREAS, the Firm is duly qualified and licensed to practice law in the State of Iowa and is willing to provide such services; and

WHEREAS, the City Council of the City of Keokuk is the governing body vested with authority to engage legal counsel on behalf of the City¹, and the engagement of professional legal services is not subject to competitive bidding²; and

WHEREAS, the City Council authorized this engagement and the execution of this Agreement by **[Resolution No. _____ / motion]** adopted at its meeting held on _____, 20__;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ENGAGEMENT AND SCOPE OF SERVICES

The City hereby engages the Firm, and the Firm hereby agrees, to provide legal services to the City in the areas and matters described in this Section (collectively, the “Services”), as requested and directed by the City from time to time.

(a) **Included Services.** The Services include the following:

- (i) Prosecution of, and representation of the City in, municipal infraction proceedings³ involving public nuisances as defined by the Iowa Code⁴ and the Keokuk Municipal Code, including

¹See *Iowa Code* § 372.13(4) (city council may, by ordinance or resolution, appoint and remove city officers and employees and prescribe their powers and duties); *id.* § 364.1 et seq. (grant of municipal power exercised through the council). The City Council is the governing body vested with contracting authority; an appointed City Administrator may bind the City only to the extent the Council has delegated that authority by ordinance or resolution.

²Professional legal services are not a “public improvement” and are not subject to the competitive bidding requirements of *Iowa Code* ch. 26. Council authorization of the engagement is nonetheless required to bind the City.

³A municipal infraction is a civil offense punishable by civil penalty and may be enforced by civil citation and civil action. See *Iowa Code* § 364.22.

⁴Nuisances are defined and addressed at *Iowa Code* ch. 657, and a city may, under its home-rule authority, declare and provide for the abatement of additional nuisances by ordinance. See *Iowa Code* §§ 364.1, 364.12; *id.* ch. 657.

the initiation, prosecution, and resolution of such proceedings and any related civil abatement or injunctive relief;

(ii) Prosecution of and representation of the City in abandoned building actions brought pursuant to Iowa Code Chapter 657A⁵, including petitions and related receivership, rehabilitation, repair, removal, and title proceedings; and

(iii) General legal representation, advice, and counsel to the City in the areas described in subsections (i) and (ii) above, including related civil enforcement and abatement matters.

(b) **Excluded Services.** Notwithstanding subsection (a), the Services do not include, and the Firm is not engaged to perform, any of the following:

(i) Prosecution of any moving violation or other criminal matter for or on behalf of the Keokuk Police Department; and

(ii) Prosecution of citations or “tickets” charging violations of the Keokuk Municipal Code.

For the avoidance of doubt, the exclusions in subsection (b) are not intended to limit the Firm’s engagement under subsection (a)(i) to prosecute civil municipal infractions involving public nuisances.

The Firm shall designate **Brent Ruther** as the attorney primarily responsible for the Services. The Firm may assign other qualified attorneys and staff of the Firm to perform Services as appropriate. The City is the client of the Firm for purposes of this Agreement; the Firm does not represent individual officials, officers, or employees in their personal capacities.

2. TERM

This Agreement shall commence on the Effective Date and shall continue for a term of **one (1) year**, unless earlier terminated in accordance with Section 3. The Parties may renew or extend this Agreement only by a writing signed by both Parties and, on the City’s part, authorized by the City Council.

3. TERMINATION

(a) **Termination for Any Reason.** Either Party may terminate this Agreement at any time, for any reason or for no reason, upon **thirty (30) days’** prior written notice to the other Party.

(b) **Effect of Termination.** Upon termination, the Firm shall be entitled to payment for all Services rendered and reimbursable costs incurred through the effective date of termination. The Firm shall take reasonable steps to protect the City’s interests, including, subject to the Firm’s obligations under the Iowa Rules of Professional Conduct and any tribunal’s requirements for withdrawal, delivering the City’s files and property to the City or its designee.

4. COMPENSATION AND BILLING

(a) **Hourly Rate.** The City shall pay the Firm for the Services at the rate of **One Hundred Fifty and 00/100 Dollars (\$150.00) per hour**. This rate applies to all time reasonably spent providing the

⁵Iowa Code ch. 657A authorizes actions concerning abandoned buildings, including a petition for rehabilitation, repair, or removal of the building and the appointment of a receiver.

Services, **including any necessary travel time**. Time shall be recorded and billed in increments of one-tenth (0.1) of an hour.

- (b) **Costs and Expenses.** [Out-of-pocket costs and expenses reasonably incurred on the City's behalf—including filing fees, court costs, service fees, deposition and transcript costs, expert and witness fees. Mileage will not be separately charged—shall be separately reimbursed by the City at actual cost, without markup. The Firm shall obtain the City's prior approval for any single expense exceeding \$_____.]
- (c) **Invoices and Payment.** The Firm shall submit itemized monthly invoices describing the Services rendered, the time expended, and any reimbursable costs. The City shall pay each undisputed invoice in accordance with its ordinary claims and warrant-approval process, and in any event within a reasonable time after approval. The City shall notify the Firm of any disputed charge within a reasonable time after receipt of the invoice.
- (d) **No Guaranteed Volume.** The City makes no representation or guarantee as to the amount of work, if any, that will be assigned to the Firm under this Agreement.

5. INDEPENDENT CONTRACTOR

The Firm is an independent contractor and not an employee, agent (except as necessary to render the Services), partner, or joint venturer of the City. Nothing in this Agreement creates an employment relationship, and the Firm is not entitled to any employee benefits of the City. The Firm is responsible for its own taxes, insurance, and professional obligations.

6. PROFESSIONAL RESPONSIBILITY AND CONFLICTS OF INTEREST

The Firm shall perform the Services in accordance with the Iowa Rules of Professional Conduct and applicable law.⁶ The Firm shall maintain a conflict-checking system and shall promptly disclose to the City any actual or potential conflict of interest that arises during the term of this Agreement. The Parties acknowledge that the Firm represents other clients, and nothing herein prohibits the Firm from doing so, subject to the Firm's obligations under the Iowa Rules of Professional Conduct.

7. PROFESSIONAL LIABILITY INSURANCE

The Firm shall maintain professional liability (legal malpractice) insurance in an amount of not less than **\$3,000,000.00** per claim throughout the term of this Agreement and shall furnish evidence of such coverage upon the City's request.

8. CONFIDENTIALITY AND PUBLIC RECORDS

The Firm shall preserve the confidences and secrets of the City as required by the Iowa Rules of Professional Conduct. The Parties acknowledge that privileged attorney-client communications and attorney work

⁶Counsel's duties, including those governing conflicts, confidentiality, and competence, are set by the Iowa Rules of Professional Conduct. *See, e.g.* Iowa Rs. Prof'l Conduct 1.7–1.11 (conflicts), 1.6 (confidentiality).

product are protected from public disclosure notwithstanding the City's general obligations under the Iowa Open Records Act and Open Meetings Act.⁷

9. FILES AND RECORDS

Client files and records generated in the course of the representation are the property of the City. Upon termination of this Agreement or upon the City's reasonable request, the Firm shall deliver such files and records to the City, subject to the Firm's right to retain copies and to any lawful lien or retention rights. The Firm shall maintain records supporting its invoices and shall make them available to the City for review upon reasonable request.

10. ASSIGNMENT

Because this Agreement is for professional legal services personal in nature, the Firm shall not assign or delegate this Agreement or its obligations hereunder without the prior written consent of the City. This Section does not restrict the Firm's ordinary assignment of Services among its own attorneys and staff.

11. COMPLIANCE WITH LAW

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations in connection with this Agreement.

12. NOTICES

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by a nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to the Party at the address below (or such other address as a Party may designate by notice):

If to the City:

City of Keokuk, Iowa
Attn: City Clerk / City Administrator
501 Main Street, Keokuk, Iowa 52632

If to the Firm:

Aspelmeier, Fisch, Power, Engberg & Helling, P.L.C.
Attn: Brent Ruther
321 N. Third Street, Third Floor
P.O. Box 1046
Burlington, IA 52601
ruther@seialaw.com

13. MISCELLANEOUS

- (a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to conflict-of-laws principles.

⁷Privileged attorney-client communications and attorney work product are generally protected from disclosure under *Iowa Code* § 22.7 and applicable privilege law, notwithstanding the City's general obligations under the Open Records Act (ch. 22) and Open Meetings Act (ch. 21).

- (b) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements, understandings, and representations, whether written or oral.
- (c) **Amendment.** This Agreement may be amended only by a writing signed by both Parties and, on the City's part, authorized by the City Council.
- (d) **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- (e) **No Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision.
- (f) **Counterparts.** This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.
- (g) **Authority.** Each person signing this Agreement represents that he or she is duly authorized to do so on behalf of the Party for whom he or she signs, and that, as to the City, this Agreement has been authorized by action of the City Council.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASPELMEIER, FISCH, POWER, ENGBERG & HELLING, P.L.C.

By: _____

Name: [attorney name]

Its: [Member / Shareholder]

CITY OF KEOKUK, IOWA

By: _____

[Mayor name], Mayor

Date: _____

ATTEST:

By: _____

[City Clerk name], City Clerk

***DRAFTING NOTE:** Primary execution path (recommended): approval by City Council resolution/motion, signature by the Mayor, attestation by the City Clerk. Current officials as of this drafting are Mayor Smidt (took office January 2026) and City Clerk Celeste El Anfaoui — confirm exact legal names and current titles before execution.*

ALTERNATE CITY EXECUTION (use only if authority is delegated — see Drafting Note):

CITY OF KEOKUK, IOWA

By: _____

[City Administrator name], City Administrator

Date: _____