AMENDED - AGENDA
CITY COUNCIL MEETING
July 2, 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 June 18, 2026;
   - Resolution setting a public hearing on the amendment of Franchise Fees on Natural Gas Utility Services;
   - Resolution Approving a Liquor License for Walmart Supercenter #1431, 300 N. Park Dr., Class E Retail Alcohol License – effective July 21, 2026;
   - Resolution 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;

7. (a) Now is the time and place for a public hearing 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.

   (b) Consider 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.

   (c) Consider 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.

8. Motion 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.

9. Consider resolution approving and adopting a Revenue Purpose Statement for the use or expenditure of revenues from Natural Gas Service Franchise Fee.

10. Consider resolution approving the funding agreement with Main Street Keokuk, Inc.

11. Consider resolution approving the funding agreement with Keokuk Area Convention & Tourism Bureau.

12. Consider resolution allocating Economic Development Funds for Fiscal Year 2026-2027.

13. Consider resolution allocating Funds from the Hotel/Motel Tax based on an amount estimated for Fiscal Year 2026-2027.

14. Consider resolution approving settlement agreement with Keokuk Mills, LLC.

15. Consider resolution to approve amendment #3 for geotechnical investigation for Timea Street reconstruction project.

16. Consider resolution designating the official location for posting meeting notices for the City of Keokuk, Iowa.

17. Consider resolution approving the purchase of a 2026 Chevrolet Tahoe and the cost to outfit vehicle with emergency equipment for the Keokuk Police Department.

18. Consider resolution approving officer training reimbursement agreement.

19. Council Liaison Reports:

20. Staff Reports:

21. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
June 18, 2026
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on June 18, 2026, at 501 Main Street. Mayor Mark Smidt called the meeting to order at 5:30 p.m. There were nine council members present, none absent. Todd Marshall, Tyler Walker, Kathie Mahoney, Devon Dade, Steve Andrews, Matt VanBerkum, Doug Matlick, Michael Greenwald and Roger Bryant, were present. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Police Chief Zeth Baum, Community Development Director Pam Broomhall, Fire Chief Gabe Rose, and Waste Water Treatment Plant Manager Tom Wills,

CITIZENS' COMMENTS: Benny St. James expressed concerns regarding the safety of geese on the riverfront, stating that he has witnessed explosive devices being thrown at them and believes there may be more humane methods to address any issues they are causing. Walker responded that feeding the geese along the riverfront contributes to ongoing problems, including maintaining cleanliness of the trail, and encouraged residents to refrain from doing so.

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

- Minutes of the Regular Council meeting of June 4, 2026;
- Cash Receipts & Treasurer's Report for May 2026;
- **RESOLUTION NO. 117-2026:** Approving a Liquor License for Casey's #2595, 326 Main Street, Class E Retail Alcohol License – effective July 1, 2025;
- **RESOLUTION NO. 118-2026:** Approving a Liquor License for Casey's #2636, 3530 Main Street, Class E Retail Alcohol License – effective July 1, 2026;
- **RESOLUTION NO. 119-2026:** Approving a Liquor License for The Bar, 914 Main Street, Class C Retail Alcohol License – effective July 8, 2026;
- Resignation of Angela Gates from the Keokuk Historic Preservation Commission, effective immediately;
- Resignation of Tracie Jones from the Grand Theatre Commission, effective immediately;
- Rex Muston appointed to the Grand Theatre Commission, term to expire November 5, 2029;
- Motion to pay bills and transfers listed in Register No.'s 5545-5547;

Motion made by Walker, second by Dade to approve the second 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, Walker, Mahoney, Dade, Andrews, VanBerkum, Matlick, Greenwald and Bryant; NAYS - None. (9) AYES, (0) NAYS. Motin carried.

Mayor Smidt opened the public hearing at 5:43 p.m. on the application for a zoning request for property located at 209 Washington Street, Keokuk, Iowa. A public hearing notice was published in the Daily Gate City on June 5, 2026.

COMMENTS: Broomhall provided an overview of the property and the proposed future plans. She noted that the City Planning Commission recommended denial of the rezoning request. Surrounding property owners, Russ Derr and Dan Mahoney, expressed concerns regarding the rezoning, outlining reasons why it should not proceed and the potential impacts it could have on the area in the future.

City Clerk received 3 written objections and one via telephone, no action was taken. Mayor Smidt closed the public hearing at 5:56 p.m.

Initial reading of an **Ordinance** amending the official zoning map of the City of Keokuk, Iowa, regarding property located at 209 Washington Street. Died due to lack of motion.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 120-2026:** "A RESOLUTION AUTHORIZING FUND TRANSFERS FOR SECOND HALF OF THE FISCAL YEAR 2026." (9) AYES, (0) NAYS. Motion carried.

Motion made by Matlick, second by Bryant to approve the following proposed **RESOLUTION NO. 121-2026:** "A RESOLUTION AWARDING CONTRACT WITH COMMERCIAL CONTRACTING SERVICES (CCS) FOR THE GEORGE M. VERITY RIVERBOAT MUSEUM EXTERIOR PAINTING." (8) AYES, (1) NAYS - Walker. Motion carried.

Motion made by Bryant, second by Dade to approve the following proposed **RESOLUTION NO. 122-2026:** "A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2026-2027 FOR THE CITY OF KEOKUK." (9) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Walker to approve the following proposed **RESOLUTION NO. 123-2026:** "A RESOLUTION APPROVING CONTRACT FOR TRANSPORTATION SERVICES WITH THE SOUTHEAST IOWA REGIONAL PLANNING COMMISSION." (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 124-2026:** "A RESOLUTION SETTING FISCAL YEAR 2026-2027 SALARIES FOR PERSONNEL OF THE CITY OF KEOKUK, EFFECTIVE JULY 1, 2026." (9) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Matlick to approve the following proposed **RESOLUTION NO. 125-2026:** "A RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT." (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Mahoney to approve the following proposed **RESOLUTION NO. 126-2026:** "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $892,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2026, AND LEVYING A TAX TO PAY SAID NOTES, APPROVAL OF THE TAX EXEMPTION CERTIFICATE." (9) AYES, (0) NAYS. Motion carried.

Motion made by Dade, second by Bryant to approve the following proposed **RESOLUTION NO. 127-2026:** "A RESOLUTION APPROVING THE PETTY CASH AND CHANGE FUNDS FOR THE FISCAL YEAR 2026-2027." (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Greenwald to approve the following proposed **RESOLUTION NO. 128-2026:** "A RESOLUTION AWARDING A CONTRACT TO W.L. MILLER COMPANY OF HAMILTON, IL FOR THE SOUTH 11TH STREET MILL & FILL MAIN STREET TO JOHNSON STREET." (9) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Dade to approve the following proposed **RESOLUTION NO. 129-2026:** "A RESOLUTION ACCEPTING DEMOLITION CONTRACT FOR 1119 S. 14TH AND 1912 TIMEA STREET." (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Walker to approve the following proposed **RESOLUTION NO. 130-2026:** "A RESOLUTION AUTHORIZING THE KEOKUK FIRE DEPARTMENT TO SUSPEND APPLICABLE CIVIL SERVICES HIRING REQUIRMENTS FROM JUNE 22, 2026, THROUGH JUNE 22, 2027, TO ALLOW ADDITIONAL FLEXIBILITY." (9) AYES, (0) NAYS. Motion carried.

COUNCIL LIAISON REPORTS: Carroll reported on the recent Public Works Committee meeting and provided an overview of the Meadow Lane street repair project. Mahoney reported on the Personnel Committee meeting.

STAFF REPORTS: Broomhall reported that a building permit was issued for the sewer/animal shelter roof project, as well as a building permit issued to Walmart.

Motion made by Walker, second by Mahoney to adjourn the meeting at 6:25 p.m.

COUNCIL ACTION FORM

Date: July 2, 2026

Presented By: Ferneau

Subject: Setting Public Hearing gas franchise

Agenda Item: Item1 Consent Agenda

Description:

Prior to any action on the Natural Gas Franchise Ordinance and associated franchise fees, the City Council must hold a public hearing. Staff recommends July 16, 2026 at 5:30 PM.

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
Revenue Purpose Statement	07/2/2026

Recommendation:

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ____________ SECONDED BY: ____________

TO ____________

CITY COUNCIL VOTES

VOTES	Altheide	Andrews	Bryant	Crenshaw	Garcia	Greenwald	Helenthal	Marsden	Winn
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO. ______

A RESOLUTION SETTING PUBLIC HEARING ON THE AMENDMENT OF FRANCHISE FEES ON NATURAL GAS UTILITY SERVICES

WHEREAS, the City of Keokuk, Iowa has passed, approved, and adopted a Revenue Purpose Statement on the implementation of franchise fees on natural gas utility services; and

WHEREAS, prior to adoption of the franchise ordinance implementing franchise fees, the City Council for the City of Keokuk, Iowa, must hold a public hearing on said ordinance.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, a public hearing shall be held on July 16, 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 publish notice of said public hearing, including the Revenue Purpose Statement, in a newspaper of general circulation.

PASSED, APPROVED, AND ADOPTED this 2nd day of July 2026.

____
Mark Smidt, Mayor

ATTEST: _________________________________
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

A RESOLUTION APPROVING A CLASS E RETAIL ALCOHOL LICENSE FOR WALMART SUPERCENTER #1431

WHEREAS, Application has been made by Walmart Inc. for a Class E Retail Alcohol License for Wal-Mart Supercenter #1431, 300 North Park; **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, Walmart Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Retail Alcohol License for Wal-Mart Supercenter #1431, 300 North Park, effective July 21, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 2nd 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 E RETAIL ALCOHOL LICENSE FOR MOD CONVENIENCE STORE INC.

WHEREAS, Application has been made by MOD Convenience Store Inc. for a Class E Retail Alcohol License for MOD Convenience Store, 3345 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, MOD Convenience Store, Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class E Retail Alcohol License for MOD Convenience Store, 3345 Main Street, effective July 22, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 2nd 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 2, 2026.

REGISTER NO. 5548

AHLERS & COONEY, P.C.	SERVICE	$	304.50
NATIONAL SIGN COMPANY, LLC	SIGNS STREET DEPT.	$	313.30
GRAY QUARRIES, INC	SUPER PATCH STREET DEPT.	$	1,111.35
JIM BAIER, INC	PARTS	$	391.75
RIVER CITY PARTS, INC.	PARTS	$	330.65
PETTY CASH - WWTP	SUPPLIES WWTP	$	37.45
LAWSON PRODUCTS, INC.	WPC SUPPLIES	$	1,174.76
S. J. SMITH WELDING SUPPLY	SUPPLIES	$	8.09
IDEAL READY MIX COMPANY, INC	CONCRETE	$	795.85
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	$	1,596.50
TASKE FORCE, INC.	SERVICE	$	10,656.00
IOWA COUNTY ATTORNEY'S ASSOC	REGISTRATION	$	180.00
ALLIANT	SERVICE	$	3,921.60
PETTY CASH-KEOKUK LIBRARY	SUPPLIES KEOKUK PUBLIC LIBRARY	$	16.00
THE CARDBOARD BOX	UPS CHARGES WWTP	$	222.69
HACH COMPANY	WPC LAB SUPPLIES	$	1,232.10
GREAT RIVER REGIONAL WASTE	SERVICE	$	10,463.66
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES WPC	$	838.36
MEYERS PLUMBING	PARTS/LABOR	$	735.02
SHOEMAKER & HAALAND	SERVICE	$	3,207.16
VAN METER INDUSTRIAL	PARTS/SUPPLIES	$	21.62
ENDERLE HEATING & A/C COMPANY	PARTS/LABOR AC CHECK UNITS	$	754.45
VEENSTRA & KIMM, INC.	SERVICE	$	2,679.18
HY-VEE, INC.	SUPPLIES	$	713.94
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	$	2,294.72
SHOTTENKIRK, INC	PARTS	$	62.46
HOERNER YMCA	1/4 POOL MANAGEMENT FEE	$	14,339.60
TRI-STATE WINDOW & POOL, INC	CHLORINE SHOCK LIQUID CASE WPC	$	384.00
PER MAR SECURITY SERVICES	SERVICE	$	680.22
RAIRDEN'S AUTO SALVAGE &	TOW SERVICE KPD	$	260.00
PATTERSON PLUMBING & HEATING	PARTS/LABOR GRAND THEATRE	$	100.00
INGRAM LIBRARY SERVICES	BOOKS KEOKUK PUBLIC LIBRARY	$	63.92
TERMINAL SUPPLY CO.	SUPPLIES VEHICLE MAINT.	$	354.84
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	$	(470.20)
WISS & WISS EQUIPMENT INC.	PARTS SANITATION BATWING MOWER	$	684.93
MENARD INC.	SUPPLIES - AIRPORT	$	303.79
O'REILLY AUTOMOTIVE INC.	PARTS	$	736.75
IOWA FIRE CHIEFS ASSOCIATION	2026 MEMBERSHIP GABE ROSE KFD	$	25.00
ELECTRONIC ENGINEERING	INSTALL RADAR SYSTEM KPD	$	185.06
LUBY EQUIPMENT SERVICES	AUGER BIT SEWER DEPT.	$	525.00

REGISTER NO. 5549

IMI EQUIPMENT, LLC	JD PARTS SANITATION DEPT.	$	143.80
SEILER INSTRUMENT & MFG.CO.INC	CATALYST 30 ANNUAL 12MONTH SWR	$	1,435.00
SCHUMACHER ELEVATOR COMPANY	FM QT MAINT.KEOKUK PUB.LIBRARY	$	487.98
BRITE-WAY WINDOW SERVICE	CITY HALL WINDOW CLEANING	$	70.00
JIM'S GREENHOUSE	ANNUALS KEOKUK RAND PARK	$	3,869.09
CARD SERVICES	INTEREST KEOKUK PUBLIC LIBRARY	$	22.58
D.I.A.L.ELEVATOR SAFETY BUREAU	SERVICE	$	740.00
SEITHER & CHERRY CO.	WWTP INSTALL GAS MONITOR SYSTEM	$	13,976.00
KLINGNER & ASSOCIATES, P.C.	KEOKUK PUBLIC SAFETY BLDG ROOF	$	18,886.75
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES WPC	$	1,462.42
ACCO UNLIMITED CORPORATION	POOL CHEMICALS	$	2,513.00
DARKSIDE TINT & GRAPHIX	36'X42' ALUMINUM OFF LIMITS 2	$	300.00
LIBERTY UTILITY IOWA	SERVICE	$	2,615.47
BANNER FIRE EQUIPMENT, INC.	SUPPLIES KFD	$	87.95
LYNCH DALLAS, PC.	SERVICE	$	16,491.00
ARMSTRONG TRACTOR LLC	PARTS SEWER DEPT.	$	119.98
GRAPHIC EQUIPMENT CORPORATION	WORK @ WWTP	$	7,591.68
IMWCA	WORK COMP PREMIUM 26-27	$	72,385.00
RICOH USA, INC.	SUPPLIES - LIBRARY	$	63.10
MIDWEST VETERINARY SUPPLY, INC	KEOKUK ANIMAL SERVICES SUPPLY	$	427.47
AGRINEED, INC.	SUPPLIES @ AIRPORT	$	336.48
ICONNECTYOU	SERVICE	$	294.94
AUTO-OWNERS INSURANCE COMPANY	INSURANCE PREMIUM	$	3,110.00
RICOH USA, INC.	SUPPLIES-LIBRARY	$	126.00
COMPRISE TECHNOLOGIES, INC.	SAM SOFTWARE LICENSE RENEWAL	$	481.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	$	600.00
PET WASTE ELIMINATOR	SUPPLIES	$	90.00
NEWBERRY LANDSCAPING LLC	NUISANCE MOWINGS	$	1,260.00
ASCENT AVIATION GROUP INC	FUEL @ AIRPORT	$	30,410.14
SHARED IT INC	IT SERVICES	$	220.00
NAPA AUTO PARTS	PARTS VEHICLE MAINT.	$	55.62
EVORA ENERGY, LLC	PARTS/LABOR WORK @ AIRPORT	$	508.50
911 CUSTOM	POLICE DEPARTMENT MATERIALS	$	2,725.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL	$	325.00
INFOSEND, INC	FIREWORKS 2026 MANUAL INSERTS	$	511.50
ACUREN INSPECTION, INC	INSPECTIONS VISUAL/MAGNETIC	$	1,120.00
ELITE LAWN AND LANDSCAPE LLC	NUISANCE CLEANUPS	$	6,680.00
ACCESS SYSTEMS LEASING	SERVICE 6/5-7/4/26 LIBRARY	$	194.77
MOTLEY FITNESS KEOKUK CORP.	MEMBERSHIPS	$	2,289.00
CENGAGE LEARNING INC./GALE	SUPPLIES - LIBRARY	$	250.05
MEGAN BAUM	FEB-MARCH 2026 CAR WASHES KPD	$	645.00
BOLTON & MENK, INC.	TIMEA ST ASPHALT RESURFACING	$	29,187.50
STRYKER SALES, LLC	KIT,SHIP,SINGLE ELECTRODE KPD	$	696.00

REGISTER NO. 5550

MICHELLE MORTIMER	GRAND THEATRE MANAGER FEE	$	400.00
MEGRATH ENTERPRISES, INC.	SNAP ON TOOLS VEHICLE MAINT.	$	46.50
ACCESS SYSTEMS LEASING	AGREEMENT COPIER KPD	$	273.71
IMON COMMUNICATIONS, LLC	SERVICE - LIBRARY	$	445.90
TEKLAB, INC.	WW TESTING	$	3,600.00
DW ZINSER COMPANY, INC.	DEMO/SOIL REMED.ELKEM AUD.PARD	$	95,738.49
THE COMMAND POST	1 YR MEMBERSHIP KPD EMPLOYEES	$	3,235.84
		$	391,781.28

COUNCIL ACTION FORM

Date: June 26, 2026

Presented By: Broomhall

Subject: Hold public hearing and approval of sale of several vacant lots and purchase agreements

Agenda Item: 7 a & b

Description:

The City of Keokuk advertised the sale of several surplus city-owned vacant lots through a sealed bid process. Sealed bids were opened on May 7, 2026.

Properties that are included for sale are as follows: 405 Morgan Street, 1012 Blondeau Street, 727 Morgan Street, 116 North 7th Street, 118, No. 6th, 602 Concert, 606 Concert

Two vacant lots in the 800 block of South 10th Street and 820 So.10th were removed from the agenda until such time staff can assure that an easement exist for S. 10th street

The attached purchase template will be used for the vacant lot sales.

A public hearing has been held as required by Iowa law prior to the conveyance of the properties.

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 to hold the public hearing and approval resolution authorizing the sale of the above-described properties and approving the associated Purchase Agreements.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ____

____

____

CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO. ______

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

WHEREAS, the City of Keokuk, Iowa, currently owns certain real property commonly known as 405 Morgan Street, 1012 Blondeau Street, 727 Morgan Street, 116 North 7th Street, 118 North 6th Street, 602 Concert Street, and 606 Concert Street; and

WHEREAS, the City Council has determined that these properties are not needed for municipal purposes and has previously authorized their sale through a sealed bid process; and

WHEREAS, sealed bids were received and opened on May 7, 2026; and

WHEREAS, the City Council has reviewed the bids received and determined that the purchasers identified below submitted the highest responsive and responsible bids for the respective properties; and

WHEREAS, the proposed purchasers have agreed to acquire the properties for the amounts and purposes identified below pursuant to the terms and conditions of Purchase Agreements with the City:

Property	Legal Description	Purchaser	Bid Amount	Proposed Use
405 Morgan Street	Lot 11 and West 10 Feet of Lot 12, Block 41, Original City of Keokuk	Leslie Teeters	$500.00	Increase lot size
1012 Blondeau Street	Rear 50 Feet of Lots 4-6, Block 155, Original City of Keokuk	Brenda Johnson	$5,500.00	Increase lot size and construct garage
727 Morgan Street	Lots 7, 8 and West 23 Feet of Lot 9, Block 102, Original City of Keokuk	Aaron and Elizabeth Zetterlund	$7,000.00	Green space

Property	Legal Description	Purchaser	Bid Amount	Proposed Use
116 North 7th Street	Rear One-Third of Lots 1-3, Block 105, Original City of Keokuk	Keokuk Neighborhood Initiative	$100.00	Increase lot size for future development
118 North 6th Street, 602 Concert Street and 606 Concert Street	Various legal descriptions as set forth in the Purchase Agreement	Iowa 2 x 4's for Hope	$5,000.00	Construct one or more tiny homes for veterans

WHEREAS, pursuant to the notice published on June 17, 2026, as required by law, the City Council conducted a public hearing on July 2, 2026, on the proposed conveyance of the properties and considered any comments or objections received; and

WHEREAS, the City Council finds that the sales and conveyance of the properties are in the best interests of the City and its residents.

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

Section 1. The City Council hereby approves the sale and conveyance of the above-described properties to the purchasers identified herein. Conveyance shall be by Quit Claim Deed unless otherwise provided in the applicable Purchase Agreement.

Section 2. The Purchase Agreements presented to the City Council are hereby approved, and the terms and provisions thereof are incorporated herein by reference. The Mayor and City Clerk are authorized and directed to execute the Purchase Agreements and any related documents necessary to complete the transactions on behalf of the City.

Section 3. Upon satisfaction of all terms and conditions contained in the applicable Purchase Agreement, the Mayor and City Clerk are authorized and directed to execute and deliver Quit Claim Deeds conveying the properties to the respective purchasers.

PASSED AND APPROVED this 2nd day of July 2026.

____
Mark Smidt, Mayor

Attest: ________________________________
Celeste El Anfaoui, City Clerk

PURCHASE AGREEMENT
FOR
[STREET ADDRESS OR LOT], KEOKUK, IA
(the "Property")

This Purchase Agreement (the "Agreement") is entered into by and between the City of Keokuk, Iowa, a municipality (the "City") and [LEGAL NAME OF BUSINESS ENTITY AND/OR INDIVIDUAL BUYER] (the "Buyer").

WHEREAS, the City has received a proposal from the Buyer (the "Buyer's Proposal") for the purchase of the Property, a summary of which is attached hereto and incorporated herein by this reference as Exhibit A; and

NOW, THEREFORE, in consideration of the terms, covenants, warranties and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

ARTICLE I. CONVEYANCE OF THE PROPERTY

Section 1.1. Sale of Property. For the purchase price $________________ (the "Purchase Price") and other consideration, including the obligations being assumed by the Buyer under this Agreement, the City agrees to sell, and the Buyer agrees to purchase, the Property, and subject to easements and appurtenant servient estates, and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Iowa Code Section 364.7. Buyer shall pay the Purchase Price to the City by wire transfer, cashier's check, or cash at the Closing (subject to prorations, reductions, and credits as provided below). Prior to Closing, Buyer may, at Buyer's expense, have the Property surveyed by a registered land surveyor.

Section 1.2. Closing. The City's obligation to transfer title of the Property to Buyer, and Buyer's obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on a mutually agreeable date to be scheduled within 45 days of the City's approval and execution of this Agreement (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to Buyer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City's possession shall be made as of the date of Possession. The transfer shall be considered closed upon the delivery to Buyer of a duly executed deed without warranty (the "Deed") for the Property, the filing of all title transfer documents, and the City's receipt of all funds due at the Closing Date from Buyer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 1.3. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

a. The City agrees to pay:

i. City's attorney's fees or other professional fees incurred by City in connection with this transaction.
ii. Recording fees for documentation of the City Council's completion of procedural steps to approve sale of the Property.
iii. Transfer taxes, if applicable.

b. The Buyer agrees to pay:

i. The Purchase Price.
ii. The cost of an abstract of title for the Property, if requested by the Buyer pursuant to Section 1.7.
iii. Buyer's attorney's fees or other professional fees incurred by Buyer in connection with this transaction.
iv. Recording fees for the Deed and for any documents recorded to address or cure title defects identified pursuant to Section 1.7.

Section 1.4. Real Estate Taxes; Special Assessments. The Buyer acknowledges that the Seller is a tax-exempt government entity, and the Buyer agrees that the Seller shall not be required to pay any real estate taxes or to give the Buyer a credit for prorated real estate taxes at Closing. The Buyer shall pay all real estate taxes, if any, assessed against the Property. The City shall pay or release all special assessments which are a lien on the Property as of the Closing Date. The Buyer shall pay all subsequent special assessments.

Section 1.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Property prior to Closing. The City agrees to maintain existing insurance, if any, and Buyer may purchase additional insurance on the Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Property such that this Agreement shall continue and Buyer shall complete the Closing regardless of the extent of damages. Buyer shall bear the risk of loss or damage to the Property after Closing.

Section 1.6. Inspection and Disclaimer of Warranties. Buyer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. Buyer represents to the City that Buyer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Buyer deems necessary to satisfy itself as to the condition of the Property. **Buyer acknowledges and agrees that at the Closing, Buyer shall accept the Property "as is, where is, with all faults."** At the Closing, Buyer shall be deemed to have released the City from any claims, known or unknown, which the Buyer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. Buyer acknowledges that the compensation to be paid to the City for the Property considers that the Property is being sold subject to the provisions of this Section 1.6.

Section 1.7. Abstract and Title. If requested by Buyer and at Buyer's sole expense, payable at Closing, the City will place an order for an abstract of title to the Property dated at least through the date of this Agreement. The abstract will be delivered to Buyer's attorney for examination and rendering of a title opinion. If the title opinion does not show marketable title in the City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the City shall reasonably cooperate with the Buyer to remedy any defects to title. If the City is unable to cure the defects to title by the Closing Date, then either party may terminate this Agreement by giving 10 calendar days written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full.

Section 1.8. Certification. The Buyer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

ARTICLE II. OTHER COVENANTS OF BUYER

Section 2.1. Maintenance of Property. From and after the Closing Date, Buyer agrees to maintain, preserve, and keep the Property in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 2.2. Available Information. Upon the City's request, Buyer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Buyer's obligations hereunder.

Section 2.3. Release and Indemnification Covenants.

a. Buyer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Section 2.3, the "Indemnified Parties"), from covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements or Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Buyer agrees to protect and defend the Indemnified

Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Buyer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Property arising after Closing.

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

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

e. The provisions of this Section 2.3 shall survive the termination of this Agreement.

ARTICLE III. DEFAULT AND REMEDIES

Section 3.1. Events of Default. The parties' sole remedies for a default under this Agreement shall be as follows:

a. If the City breaches, repudiates, or otherwise fails to timely perform this agreement, the Buyer's sole and exclusive remedy will be to terminate this agreement by written notice to the City and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed $1,000, from the City.

b. If the Buyer breaches, repudiates, or otherwise fails to timely perform this agreement, the City's sole and exclusive remedy will be to terminate this agreement by written notice to the Buyer and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed $1,000, from the Buyer.

ARTICLE IV. MISCELLANEOUS

Section 4.1. Notices. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed to the City at its City Hall or to the Buyer at the Buyer's address provided in Exhibit A, or to any other address as shall be furnished in writing by the respective party.

Section 4.2. Interpretation of this Agreement. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 4.3. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions by the parties regarding the subject matter hereof, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 4.4. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

Section 4.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

Section 4.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 4.7. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the City of Keokuk, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Buyer has caused this Agreement to be duly executed in its name and on its behalf by the officer(s) indicated below, on or as of the dates set forth below.

BUYER: ______________________________

Signature: ________________________________ Date: ___________________

Print Name of Signer: ________________________________

If signing in representative capacity,
signer's title in Buyer entity: ______________________

CITY OF KEOKUK, IOWA

By: ________________________________ Date: ___________________
Mayor

Attest By: ________________________________
City Clerk

EXHIBIT A

TERMS OF BUYER'S PROPOSAL

PROPERTY:

Street Address of Property: ______________________________, Keokuk, Iowa

Legal Description of Property: ____

BUYER:

Buyer's Name (as to appear on Property Deed):

____

Buyer's Address (as to where property tax statements shall be addressed):

____

4900-0399-9665-1\10787-000

COUNCIL ACTION FORM

Date: June 26, 2026

Presented By: Broomhall

Subject: Hold public hearing and approval of sale and purchase agreement for 1908 Timea

Agenda Item: 7 a & c

Description:

The City of Keokuk owns the vacant property located at 1908 Timea Street, legally described as Lot 3, Block 50, Kilbourne Addition to the City of Keokuk, Lee County, Iowa. The property was declared surplus and offered for sale through the City's sealed bid process.

Sealed bids were opened on May 7, 2026, and Mary Cecil submitted the highest responsive and responsible bid in the amount of $11,371.00.

Unlike a standard property sale, this transaction is subject to a Purchase and Development Agreement requiring the purchaser to rehabilitate the existing structure on the property in a two year time-frame. The agreement also contains provisions protecting the City's interest should the development obligations not be fulfilled.

A public hearing is required by Iowa Code.

Notice of the proposed sale and public hearing was published on June 17, 2026, as required by law. The City Council conducted the required public hearing on July 2, 2026, prior to consideration of the resolution.

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 sale of 1908 Timea Street to Mary Cecil and authorizing the Mayor and City Clerk to execute the Purchase and Development Agreement and all documents necessary to complete the transaction.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ____

CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO. _______

RESOLUTION APPROVING AND AUTHORIZING THE SALE OF 1908 TIMEA STREET PURSUANT TO A SEALED BIDDING PROCESS AND PURSUANT TO THE TERMS AND CONDITIONS OF A PROPOSED PURCHASE AND DEVELOPMENT AGREEMENT

WHEREAS, the City of Keokuk, Iowa, currently owns the property located at 1908 Timea Street; and

WHEREAS, the property is legally described as: Lot 3, Block 50, Kilbourne Addition to the City of Keokuk, Lee County, Iowa; and

WHEREAS, the City Council has determined that the Property is not needed for municipal purposes and has previously authorized the sale of the Property through a sealed bid process; and

WHEREAS, sealed bids were received on May 7, 2026; and

WHEREAS, Mary Cecil (the "Buyer") was determined to be the highest responsive and responsible bidder for the Property; and

WHEREAS, the Buyer has proposed to acquire the Property for the sum of Eleven thousand three hundred and seventy-one dollars and no cents ($11,371.00) pursuant to the terms and conditions of a Purchase and Development Agreement (the "Agreement"); and

WHEREAS, pursuant to the public notice published on June 17, 2026, as required by law, the City Council has conducted a public hearing on July 2, 2026, on the proposed conveyance of the Property and has considered any objections received regarding the transaction; and

WHEREAS, the City Council finds that approval of the Agreement and conveyance of the Property are in the best interests of the City and its residents.

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

Section 1. The City Council hereby approves the sale and conveyance of the real property described above to Mary Cecil for the purchase price of Eleven thousand three hundred and seventy-one dollars and no cents ($11,371.00), pursuant to the terms and conditions set forth in the Agreement.

Section 2. The Purchase and Development Agreement presented to the City Council, the terms and provisions of which are incorporated herein by reference, is hereby approved. The Mayor and City Clerk are authorized and directed to execute and deliver the Agreement and any other documents necessary to complete the transaction on behalf of the City.

Section 3. Upon satisfaction of all terms and conditions contained in the Agreement, the Mayor and City Clerk are authorized and directed to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of the Agreement, including the execution of the necessary conveyance documents.

Passed & Approved this 2nd day of July 2026.

____
Mark Smidt, Mayor

Attest: _______________________________
Celeste El Anfaoui, City Clerk

PURCHASE AND DEVELOPMENT AGREEMENT
FOR
1908 TIMEA STREET, KEOKUK, IA
(the "Property")

This Purchase and Development Agreement (the "Agreement") is entered into by and between the City of Keokuk, Iowa, a municipality (the "City") and Mary Michelle Cecil (the "Developer").

WHEREAS, the City has received a proposal from the Developer (the "Developer's Proposal") for the purchase and redevelopment of the Property, a summary or copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and

NOW, THEREFORE, in consideration of the terms, covenants, warranties and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

ARTICLE I. CONVEYANCE OF THE PROPERTY

Section 1.1. Sale of Property. For the purchase price of $11,371.00 (the "Purchase Price") and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Property, subject to a reversionary right held by the City in the Property, which the City may exercise as described in Section 4.3, and subject to easements and appurtenant servient estates, and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Iowa Code Section 364.7 and Section 403.8. Developer shall pay the Purchase Price to the City by wire transfer, cashier's check, or cash at the Closing (subject to prorations, reductions, and credits as provided below). Prior to Closing, Developer may, at Developer's expense, have the Property surveyed by a registered land surveyor.

Section 1.2. Closing. The City's obligation to transfer title of the Property to Developer, and Developer's obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on a mutually agreeable date to be scheduled within 45 days of the City's approval and execution of this Agreement (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City's possession shall be made as of the date of Possession. The transfer shall be considered closed upon the delivery to Developer of a duly executed deed without warranty (the "Deed") for the Property (which Deed shall reference the City's reversionary rights in the Property), the filing of all title transfer documents, and the City's receipt of all funds due at the Closing Date from Developer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 1.3. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

a. The City agrees to pay:

i. City's attorney's fees or other professional fees incurred by City in connection with this transaction.
ii. Recording fees for documentation of the City Council's completion of procedural steps to approve sale of the Property.
iii. Transfer taxes, if applicable.

b. The Developer agrees to pay:

i. The Purchase Price.
ii. The cost of an abstract title for the Property, if requested by the Developer pursuant to Section 1.7.
iii. Developer's attorney's fees or other professional fees incurred by Developer in connection with this transaction.
iv. Recording fees for the Deed and for any documents recorded to address or cure title defects identified pursuant to Section 1.7.

Section 1.4. Real Estate Taxes; Special Assessments. The Developer acknowledges that the Seller is a tax-exempt government entity, and the Developer agrees that the Seller shall not be required to pay any real estate taxes or to give the Developer a credit for prorated real estate taxes at Closing. The Developer shall pay all real estate taxes, if any, assessed against the Property. The City shall pay or release all special assessments which are a lien on the Property as of the Closing Date. The Developer shall pay all subsequent special assessments.

Section 1.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Property after Closing.

Section 1.6. Inspection and Disclaimer of Warranties. Developer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. Developer represents to the City that Developer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Developer deems necessary to satisfy itself as to the condition of the Property. **Developer acknowledges and agrees that at the Closing, Developer shall accept the Property "as is, where is, with all faults."** At the Closing, Developer shall be deemed to have released the City from any claims, known or unknown, which the Developer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. Developer acknowledges that the compensation to be paid to the City for the Property considers that the Property is being sold subject to the provisions of this Section 1.6.

Section 1.7. Abstract and Title. If requested by Developer and at Developer's sole expense, payable at Closing, the City will place an order for an abstract of title to the Property dated at least through the date of this Agreement. The abstract will be delivered to Developer's attorney for examination and rendering of a title opinion. If the title opinion does not show marketable title in the City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association, then the City shall reasonably cooperate with the Developer to remedy any defects to title. If the City is unable to cure the defects to title by the Closing Date, then either party may terminate this Agreement by giving 10 calendar days written notice to the other party. The abstract shall become the property of Developer when the Purchase Price is paid in full.

Section 1.8. Certification. The Developer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

ARTICLE II. REDEVELOPMENT OBLIGATIONS

Section 2.1. Completion of Improvements. Developer shall undertake and complete the specific work of the redevelopment plan for the Property to renovate and/or redevelop the Property for a lawful use (the "Improvements"), as provided in the Developer's Proposal and as summarized in the attached Exhibit A. Developer shall complete the Improvements within two years of the Closing Date. Developer shall have obtained or caused to be obtained, in a timely manner, all required permits, licenses, and approvals, if any, and shall have met, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully completed.

Section 2.2. Compliance with Laws. Developer shall comply with all state, federal, and local laws, rules, and regulations relating to completion of the Improvements, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 2.3. Available Information. Upon the City's request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Developer's obligations hereunder.

Section 2.4. Insurance. The Developer shall, during its ownership of the Property, maintain insurance coverages with respect to the Property and Improvements in such amounts as are customarily carried by like persons or like entities engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 2.5. Liens on Property. Prior to the completion of the Improvements, the Developer shall not permit any mortgage, encumbrance, or lien on the Property, except for the purpose of obtaining necessary funds for the Improvements.

Section 2.6. Assignment. Prior to the completion of the Improvements (and issuance of a final certificate of occupancy for the same), Developer shall not sell, assign, convey, lease, or otherwise transfer its rights and interests in this Agreement or the Property, or contract or agree to any of the same, unless: (i) the transferee entity or individual assumes in writing all obligations of Developer under this Agreement and (ii) the City provides prior written approval to such sale, assignment, conveyance, lease, or other transfer. If a transferee or assignee is approved as successor to Developer pursuant to this Section, then the successor entity or individual shall comply with all provisions of this Agreement and shall perform all obligations of Developer hereunder. If such successor entity or individual shall desire to make changes to the proposed Improvements or any other term of this Agreement, then said entity or individual shall submit a request for an amendment to this Agreement to the City.

Section 2.7. Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Improvements shall commence and be completed within the time limits set forth in Exhibit A; (b) the Improvements shall be constructed and completed in accordance with the terms of this Agreement and consistent with the scope of work outlined in the Developer's Proposal within Exhibit A; (c) the Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens, and equitable liens; and (d) all costs of constructing the Improvements shall be paid when due.

Section 2.8. Maintenance of Property. From and after the Closing Date, Developer agrees to maintain, preserve, and keep the Property (and the Improvements, once constructed) in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

ARTICLE III. RELEASE AND INDEMNIFICATION

Section 3.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article III, the "Indemnified

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

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

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

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

e. The provisions of this Article III shall survive the termination of this Agreement.

ARTICLE IV. DEFAULT AND REMEDIES

Section 4.1. Events of Default – Prior to Closing. Prior to Closing, the parties' sole remedies for a default under this Agreement shall be as follows:

a. If the City breaches, repudiates, or otherwise fails to timely perform this agreement, the Developer's sole and exclusive remedy will be to terminate this agreement by written notice to the City and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed $1,000, from the City.

b. If the Developer breaches, repudiates, or otherwise fails to timely perform this agreement, the City's sole and exclusive remedy will be to terminate this agreement by written notice to the Developer and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed $1,000, from the Developer.

Section 4.2. Events of Default – After Closing. After Closing, if (i) the Developer fails to cause the Improvements to be completed pursuant to the terms and conditions of this

Agreement; (ii) the Property is put up for tax sale by the County; (iii) mortgage foreclosure proceedings are initiated for the Property or any improvements thereon; (iv) the Developer files any petition in bankruptcy or similar action; or (v) the Developer otherwise fails to substantially observe or perform any covenant, condition, or obligation under this Agreement, then the City may deliver written notice to the Developer of such event of default. If Developer fails to cure said default within thirty (30) days after the written notice, then the City may (a) terminate this Agreement upon written notice to the Developer; (b) seek to enforce any reversionary right it retains in the Property, as further described in Section 4.3; and/or (c) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

Section 4.3. Reversionary Right. As security for the Developer's completion of the required Improvements, the City shall hold a reversionary right in the Property until a final certificate of occupancy has been issued for the completed Improvements. If Developer defaults under this Agreement prior to completion of the required Improvements and issuance of a final certificate of occupancy for the Improvements, then following the 30-day cure period described in Section 4.2, the City may exercise its reversionary right by delivering written notice to the Developer of its intent to exercise the reversionary right and re-take title to the Property. Within thirty (30) days after the written notice, the Developer shall take all reasonable steps to ensure the City acquires marketable legal title to the Property, at no cost to the City, including without limitation, the execution of a deed conveying the Property to the City and causing all liens that have attached to the Property since Closing to be released in full.

ARTICLE V. MISCELLANEOUS

Section 5.1. Notices. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed to the City at its City Hall or to the Developer at the Developer's address provided in Exhibit A, or to any other address as shall be furnished in writing by the respective party.

Section 5.2. Interpretation of this Agreement. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions by the parties regarding the subject matter hereof, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 5.4. No Merger. None of the provisions of this Agreement shall be deemed merged in, affected by, or impaired by a deed provided by the City at Closing. The terms of this Agreement shall survive Closing until the Termination Date.

Section 5.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

Section 5.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 5.7. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 5.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the fifth anniversary of the Closing Date (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.

Section 5.9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

IN WITNESS WHEREOF, the City of Keokuk, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by the officer(s) indicated below, on or as of the dates set forth below.

DEVELOPER: Mary Michelle Cecil

Signature: ________________________________ Date: ___________________
Mary Michelle Cecil

CITY OF KEOKUK, IOWA

By: ________________________________ Date: ___________________
Mayor

Attest By: ________________________________
City Clerk

EXHIBIT A
TERMS OF DEVELOPER'S PROPOSAL

PROPERTY:

Street Address of Property: 1908 Timea Street, Keokuk, Iowa

Legal Description of Property: Block 50, Lot 2, Kilbourne Addition

DEVELOPER:

Developer's Name (as to appear on Property Deed):
Mary Mitchell Cecil

Developer's Address (as to where property tax statements shall be addressed):
507 Grand Avenue, Keokuk, Iowa 52632

IMPROVEMENTS:

The required Improvements are (describe minimum level of work necessary either to bring Property into compliance with City Code or complete redevelopment of Property in accordance with City Code for purposes of the Project):

i. The City is selling this property to be repaired to the minimum standards of the City's building, electrical, HVAC, and plumbing codes. The structure cannot be occupied until rehabilitated and released. All construction materials must be of good quality and compliant with building code. Repairs identified include, but are not limited to, the following:
   1. Subfloor/floor covering
   2. Interior wall and ceiling repairs if damaged
   3. Repair/replace all electrical deficiencies (State of Iowa licensed electrical contractor required)
   4. Repair/replace all plumbing deficiencies (State of Iowa licensed plumbing contractor required)
   5. Repair/replace all HVAC deficiencies (State of Iowa licensed HVAC contractor required)

ii. In addition to the foregoing repairs, the exterior of property must be maintained (clean yard, grass, weeds, etc.), legal utility services must be provided to the property, and property insurance must be provided to cover the property.

Attach any drawings, specifications, and/or site plans, or other documentation of the necessary scope of work, hereto this Exhibit A to be incorporated herein by this reference.

4931-8727-9537-1\10787-000
4931-3489-3496-1\10787-051

COUNCIL ACTION FORM

Make It Yours
KEOKUK
IOWA
WWW.MYKEOKUK.COM

Date: June 18, 2026

Presented By: Ferneau

Subject: Ordinance Amending Electric Franchise 3rd Reading Agenda Item: 8

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.

The following Ordinance is designed to amend the Franchise Fee portion of the current Electric Franchise with Alliant Energy from 3% to 5%. This is the third and final reading for the ordinance. After the three readings of the ordinance, we will provide guidance to Alliant Energy of the change. They will inform the Iowa Utilities Board (IUB) and will implement the new fee amount after all steps have been take and the IUB approves of the amendment.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☑

Line Item #: ____ Title: ____

Amount Budgeted: ____

Actual Cost: ____

Under/Over: ____

Funding Sources:

____ ____

____ ____

Departments:

____ ____

____ ____

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

COUNCIL ACTION FORM

Any previous Council actions:

Action	Date
Public Hearing and 1st Reading	June 4, 2026
2nd Reading	June 18, 2026

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☑ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ____

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CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

ORDINANCE NUMBER _________

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

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

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

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

> Section 9. There is hereby imposed a franchise fee of five percent (5 %) upon the gross revenue generated from sales of **electricity** by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.
>
> The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.
>
> The Company shall not, under any circumstances, be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

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

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

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

Initial reading Passed & Approved this 4th day of June 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

____
Mark Smidt, Mayor

Attest: _________________________
Celeste El Anfaoui, City Clerk

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

AYES – 7 NAYS – 0 ABSENT – 2

Second reading Passed & Approved this 18th day of June 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

____
Mark Smidt, Mayor

Attest: __________________________
Celeste El Anfaoui, City Clerk

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

AYES – 9 NAYS – 0 ABSENT – 0

Third/final reading Passed & Approved this 2nd 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 2, 2026

Presented By: Ferneau

Subject: Revenue Purpose Statement Gas Franchise Fees Agenda Item: 9

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.

Prior to implementing an amendment to the utility franchise fees, an updated Revenue Purpose Statement must be approved. The following Revenue purpose statement for natural gas franchise fees reflects this purpose, and includes the same proposed uses for the revenue as in the previous revenue purpose statement published in 2023. There is significant latitude provided in this list of uses; we have historically used it to help pay for our public safety expenditures.

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.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ____________________ SECONDED BY: ____________________

TO ____

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CITY COUNCIL VOTES

VOTES	Altheide	Andrews	Bryant	Crenshaw	Garcia	Greenwald	Helenthal	Marsden	Winn
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO. ____________

RESOLUTION APPROVING AND ADOPTING A REVENUE PURPOSE STATEMENT FOR THE USE OR EXPENDITURE OF REVENUES FROM A NATURAL GAS SERVICE FRANCHISE FEE

WHEREAS, the City Council of the City of KEOKUK, Iowa, has chosen to establish a utility franchise fee for Liberty Utilities for the distribution of natural gas energy within the city limits of the City; and

WHEREAS, pursuant to the provisions of Section 364.2, subsection (4)(f) of the Code of Iowa, the City shall prepare a Revenue Purpose Statement outlining the purposes for which the City shall use the franchise fee revenues that will be received if the proposed ordinance is adopted.

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

SECTION 1. That the Revenue Purpose Statement for the use or expenditure of natural gas franchise fee revenues for the City of KEOKUK, Iowa is hereby approved and adopted as follows:

REVENUE PURPOSE STATEMENT

Pursuant to the provisions of Section 364.2 subsection (4)(f) and Section 384.3A of the Code of Iowa, the City of KEOKUK hereby establishes the following purposes allowed under Iowa Code for which franchise fee revenues from its natural gas franchise may be used or expended:

a. Inspecting, supervising, and otherwise regulating each franchise approved by the City.

b. The repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, buildings, and facilities.

c. Projects designed to prevent or mitigate future disasters as defined in Iowa Code Section 29c.2.

d. Energy conservation measures for low-income homeowners, low-income energy assistance programs, and weatherization programs.

e. Public safety including the equipping of fire, police, emergency services, sanitation, street, and civil defense departments.

f. The establishment, construction, reconstruction, repair, equipping, remodeling, and extension of public works, public utilities, and public transportation systems.

g. The construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, public grounds, and the acquisition of real estate needed for such purposes.

h. Economic development activities and projects.

Section 2. That the City Clerk shall publish or post the Revenue Purpose Statement pursuant to Section 362.3 of the Iowa Code.

Section 3. That all resolutions or parts of resolutions in conflict herewith are repealed, and the same are hereby repealed to the extent of such conflict.

PASSED AND APPROVED by the City Council this 2nd day of July 2026.

____

Mark Smidt, Mayor

____

Celeste El Anfaoui, City Clerk

(CITY SEAL)

COUNCIL ACTION FORM

KEOKUK IOWA — Make It Yours — WWW.MYKEOKUK.COM

Date: 7-2-2026

Presented By: El Anfaoui

Subject: Main Street Keokuk Allocation

Agenda Item: 10

Description:

This resolution formally acknowledges the amount allocated to Main Street Keokuk from Hotel Motel tax as requested during the budget process.

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 001-490-6482 Title: Hotel/Motel

Amount Budgeted: $40,000

Actual Cost: $40,000

Under/Over:

Funding Sources:

Hotel/Motel Tax Revenue

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action	Date
Annual Approval	6/16/23, 6/20/24, 6/19/25

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ____

CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

A RESOLUTION APPROVING THE FUNDING AGREEMENT WITH MAIN STREET KEOKUK INC.

WHEREAS, the City Council of the City of Keokuk, Iowa, has entered into a Main Street Iowa Program Continuation Agreement with Main Street Keokuk Inc. and the Iowa Economic Development Authority; and

WHEREAS, the agreement establishes the requirements of Main Street Keokuk Inc. to have a focus on Main Street Revitalization, hire an executive director, maintain an office within the Main Street District, maintain National Main Street accreditation, pursue, monitor and report the economic impact of the Local Main Street program, and fulfill annual training requirements; and

WHEREAS, the program elements listed in the Continuation Agreement and also listed above constitute a demonstrated "public purpose"; and

WHEREAS, the City is required to provide financial support for Main Street Keokuk Inc. as part of the Continuation Agreement; and

WHEREAS, the City Council of Keokuk, Iowa, has agreed to pledge $40,000.00 from Hotel/Motel Tax funds in the Fiscal Year 2027 budget for Main Street Keokuk Inc.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, LEE COUNTY, IOWA: that the City Council approves funding Main Street Keokuk Inc. $40,000.00 as a part of the Continuation Agreement previously approved.

Passed & Approved this 2nd day of July, 2026.

____
Mark Smidt, Mayor

Attest: __________________________
Celeste El Anfaoui, City Clerk

COUNCIL ACTION FORM

Date: 7-2-2026

Presented By: El Anfaoui

Subject: Tourism Allocation

Agenda Item: 11

Description:

This resolution formally acknowledges the funding agreement with Keokuk Area Convention and Tourism Bureau and reflects the allocation of Hotel Motel tax funding as requested during the budget process.

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 001-490-6481 Title: Hotel/Motel

Amount Budgeted: $70,000

Actual Cost: $70,000

Under/Over:

Funding Sources:

Hotel/Motel Tax Revenue

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action	Date
Annual Approval	6/16/23, 6/20/24, 6/19/25

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ____

CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

A RESOLUTION APPROVING THE FUNDING AGREEMENT WITH KEOKUK AREA CONVENTION & TOURISM BUREAU

WHEREAS, the City Council of the City of Keokuk, Iowa, received a funding request from Keokuk Area Convention & Tourism Bureau, and

WHEREAS, the funds being requested are needed to market the City of Keokuk as outline in the marketing strategy for Keokuk Area Convention & Tourism Bureau using print materials, social media campaigns, advertisements and branded promotional items; and

WHEREAS, the Keokuk Area Convention & Tourism Bureau exists to promote area attractions and amenities through public education, research, and the development of tourism; and

WHEREAS, the City must determine that certain expenditures are considered "for the public good" so public funds can be used on them; and

WHEREAS, the City Council of Keokuk, Iowa, has agreed to pledge $70,000.00 from Hotel/Motel Tax funds in the Fiscal Year 2027 budget.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, LEE COUNTY, IOWA: that the City Council approves the funding agreement with Keokuk Area Convention & Tourism Bureau attached as Exhibit A.

Passed & Approved this 2nd day of July 2026.

____
Mark Smidt, Mayor

Attest: ____________________________
Celeste El Anfaoui, City Clerk

EXHIBIT A

Agreement

This Agreement is made as of the date of last signature below between the City of Keokuk, Iowa ("City"), an Iowa Municipal Corporation, and Keokuk Area Convention & Tourism Bureau ("Organization"), an Iowa Non-Profit Corporation.

Recitals

WHEREAS, the Organization has made a request of the City for funding; and

WHEREAS, the City, when expending City funds, must consider and find that the use of said funds for the requested purpose has a beneficial public purpose; and

WHEREAS, a Cooperative Association 1120 C pursuant to applicable regulations of the Internal Revenue Service; and

WHEREAS, the Organization proposes to use the requested funds for the following public purpose(s)/qualifying expenses during the Fiscal Year of July 1, 2026, to June 30, 2027:

> Keokuk Area Convention & Tourism Bureau exists to promote area attractions and amenities through public education, research, and development of tourism. The requested funds will be used toward the following primary areas: 1) Memberships in key industry organizations will be maintained, including Iowa Tourism Industry Partners, 2) Targeted marketing campaigns that includes advertising and promotional activities designed to increase awareness and attract visitors to the area, and 3) Support for ongoing education for tourism to remain up-to-date with the latest trends, tools, and best practices in tourism management.

WHEREAS, the City Council hereby finds that the Organization will use the funds requested for a valid public purpose as set forth above and should, therefore, be approved in the amount of $70,000.00.

Now, Therefore, Keokuk Area Convention & Tourism Bureau agrees to provide the community support services listed above. In consideration, the City of Keokuk agrees to help fund Keokuk Area Convention & Tourism Bureau from the City's Hotel/Motel Tax collection in the amount of $70,000.00 for the fiscal year to be used in support of ongoing annual expenses of Keokuk Area Convention & Tourism Bureau to include administration, membership costs, salaries, office expenses, marketing, on-line tools for general operations, tourist expansion development and networking opportunities for the period effective July 1, 2026 until June 30, 2027. The funds will be issue by check upon billing by Keokuk Area Convention & Tourism Bureau, and upon receipt of annual progress reports and support of all accountability procedures required of and by the City of Keokuk.

Agreed by:

___________________________________ ____________________

Keokuk Area Convention & Tourism Bureau Date

________________________________ ____________________

City of Keokuk Date

COUNCIL ACTION FORM

Date: 7/2/2026

Presented By: Ferneau/El Anfaoui

Subject: Economic Development Allocations　　Agenda Item: 12

Description:

Allocations of Economic Development funds as requested during the budget process.

FINANCIAL

Is this a budgeted item?　YES ☑　NO ☐

Line Item #: 160-521-6380　Title: General Econ Development

Amount Budgeted: $30,000

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
Budget Approved	4/16/2026

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ____

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CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

A RESOLUTION ALLOCATING ECONOMIC DEVELOPMENT FUNDS FOR FISCAL YEAR 2026–2027

WHEREAS, the City Council of the City of Keokuk, Iowa, has developed a budget for the 2026–2027 fiscal year; and

WHEREAS, the City Council has approved an allocation of $30,000.00 to be paid from Economic Development funds; and

WHEREAS, Lee County Economic Development Group (LCEDG) has agreed to provide multiple community development activities on behalf of the Keokuk, IA community as outlined in Exhibit A; and

WHEREAS, the City Council has determined that the expenditures to be undertaken by LCEDG for the expressed purposes serve a public purpose and are for the public good; and

WHEREAS, LCEDG and the City have mutually agreed that the services to be provided will be so done for $26,500 in Fiscal Year 2026-2027; and

WHEREAS, Southeast Iowa Regional Economic & Port Authority (SIREPA) was formed under Iowa Code Chapter 28J for the express purpose of performing economic development activities; and

WHEREAS, SIREPA has requested funding in the amount of $3,500.00 for Fiscal Year 2026-2027.

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

THAT, the following allocations from Economic Development funds for FY 2026–2027 are hereby approved:

(a)	Lee County Economic Development Group… ..	$26,500.00
(b)	Southeast Iowa Reg. Port Authority……………	$ 3,500.00
	TOTAL	$ 30,000.00

AND BE IT FURTHER RESOLVED THAT, each organization receiving funds shall, at a minimum, provide an annual update to the City Council.

Passed & Approved this 2nd day of July 2026.

____
Mark Smidt, Mayor

Attest: ____________________________
Celeste El Anfaoui, City Clerk

Financial Agreement Between the City of Keokuk, Iowa and Lee County Economic Development Group

Because the City of Keokuk, Iowa, does not have sufficient staff to provide the full range of services to support its ongoing development successes for the benefit of the community and its citizens, it hereby contracts with the non-profit Lee County Economic Development Group (LCEDG), to provide the following services:

Facilitate new business development, expand existing businesses, and bring new business to the City. LCEDG will work to attract new investment, Economic Development grants, and new community partners. LCEDG will work to plan and develop projects that will include new infrastructure construction and new buildings that will increase property tax revenue for growth consistent with the City's stated goals.

LCEDG will work collaboratively with all community organizations striving for the betterment of the Keokuk community. This includes all types of housing projects, childcare services, job training and community development that enhances the safety and general welfare of the citizens of the City of Keokuk.

LCEDG agrees to provide these additional community support services. In consideration, the City of Keokuk agrees to help fund LCEDG from the City's Economic Development or the General Fund in the amount of $26,500 each fiscal year to be used in support of ongoing annual expenses of LCEDG to include administration, partnership and membership costs, salaries, office expenses, marketing, on-line tools for general operations, business development, and networking opportunities for the period effective July 1, 2026 until June 30, 2027. The funds will be issued by check upon billing by LCEDG, and upon receipt of annual progress reports and support of all accountability procedures required of and by the City of Keokuk.

Agreed by:

____________________________________ ______________________

Lee County Economic Development Group Date

__________________________________ ______________________

City of Keokuk Date

COUNCIL ACTION FORM

Date: 7-2-2026

Presented By: El Anfaoui

Subject: Hotel/Motel Allocations   Agenda Item: 13

Description:

Allocations of Hotel Motel tax as requested during the budget process.

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 001-490-6380 to 6488   Title: Hotel/Motel

Amount Budgeted: $5,000

Actual Cost: $5,000

Under/Over:

Funding Sources:

Hotel/Motel Tax Revenue

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action	Date
Annual Approval	6/16/23, 6/20/24, 6/19/25

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ____________ SECONDED BY: ____________

TO ____________

CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

A RESOLUTION ALLOCATING FUNDS FROM HOTEL/MOTEL TAX BASED ON AN AMOUNT ESTIMBATED FOR FISCAL YEAR 2026-2027

WHEREAS, the City Council has developed a budget for the 2026–2027 fiscal period; and

WHEREAS, the City Council has requested the total allocated to miscellaneous hotel/motel be $5,000.00 now, therefore,

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

THAT, the new miscellaneous allocation of funds from the Hotel/Motel Tax based on an amount estimated for FY 2026-2027 are as follows:

(a)	Keokuk Fine Arts Council…………………….....	$ 1,250.00
(b)	Keokuk Art Center………………………….....	$ 1,250.00
(c)	Rand Park Pavilion…………………………....	$ 1,250.00
(d)	Historic Preservation……… ……...……….….....	$ 1,250.00
	TOTAL	$ 5,000.00

AND BE IT FURTHER RESOLVED THAT, each organization receiving funds shall, at a minimum, provide an annual update to the City Council.

Passed & Approved this 2nd day of July 2026.

____
Mark Smidt, Mayor

Attest: ____________________________
Celeste El Anfaoui, City Clerk

COUNCIL ACTION FORM

Date: July 2, 2026

Presented By: Ferneau

Subject: Keokuk Mills Settlement Agreement Agenda Item: 14

Description:

The City of Keokuk participated with the State of Iowa in an incentive package for a development project undertaken by Keokuk Mills in 2016. Both the State of Iowa and the City offered a cash incentive that was a combination of a partial loan and a forgivable loan (grant) based on a job creation target. Ultimately, Keokuk Mills attained 62% of the job creation/retention goal to the satisfaction of the State of Iowa. The State of Iowa, as a result, entered into a settlement agreement with Keokuk Mills, asking them to pay 38% of the forgivable loan portion (what they did not earn through job creation/retention requirements) back while forgiving the remaining 62% which the City previously signed off on in 2024. Keokuk Mills is asking for the City to honor the same forgivable loan forgiveness structure that the State did. Our original agreement with Keokuk Mills was written a little different than the state's, but it did include language referencing the job creation requirements of the State's package. The forgivable loan portion of our funding to Keokuk Mills was $100,000. Of this, Keokuk Mills has already paid us $8,355. The resolution states that, one Keokuk Mills were to pay the remaining $29,645 to attain the 38% payback portion of the loan, the remaining $62,000 (62%) would be forgiven and all encumbrances/security interests/liens would be released. Lynch Dallas has developed the attached settlement agreement and finds the terms satisfactory.

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
Original development agreement signed	10/12/2016

Recommendation:

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ____________ SECONDED BY: ____________

TO ____________

CITY COUNCIL VOTES

VOTES	Altheide	Andrews	Bryant	Crenshaw	Garcia	Greenwald	Helenthal	Marsden	Winn
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

RESOLUTION APPROVING SETTLEMENT AGREEMENT WITH KEOKUK MILLS, LLC

WHEREAS, City and Developer previously entered into an Agreement for Private Development (the "Development Agreement") as a local match a High-Quality Jobs Incentive package (the "State Incentive package") offered by the State of Iowa; and

WHEREAS, The State incentive package included a $500,000 forgivable loan contingent upon job creation targets and a $500,000 non-forgivable loan; and

WHEREAS, pursuant to the Development Agreement, City provided Developer a $100,000 forgivable loan based upon the job targets contained in the State incentive package and a $100,000 non-forgivable loan; and

WHEREAS, Developer fully repaid the non-forgivable loan but inadvertently made sixty-five (65) payments totaling $108,355, resulting in an overpayment of $8,355; and

WHEREAS, Developer failed to satisfy the conditions for job creation necessary for full forgiveness of the forgivable loan, and amounts remain due and owing under the Development Agreement; and

WHEREAS, the Developer and State of Iowa settled on a 62% rate of forgiveness of the forgivable loan portion of the State Incentive package based on partial job creation attainment; and

WHEREAS, after crediting the overpayment of $8,355 against the forgivable loan, the remaining outstanding balance is $91,645; and

WHEREAS, the Developer is requesting that the City consider settling the local forgivable loan portion of its Development agreement on the same terms and conditions that the State of Iowa reached a settlement agreement on the forgivable loan portion of the State Incentive Package; and

WHEREAS, the Parties desire to resolve all claims relating to the forgivable loan and the Development Agreement on a compromised basis consistent with related settlements; and

WHEREAS, the Developer is willing to pay the City the total sum of Twenty-Nine Thousand Six Hundred Forth-Five Dollars ($29,645.00), which would represents thirty-eight percent (38%) of the remaining balance of the forgivable loan after application of the $8,355 credit, which mirrors the Developer's settlement with the State of Iowa.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Keokuk agrees to settle the forgivable loan portion of its Development agreement on the same terms and conditions that the State of Iowa reached a settlement agreement on the forgivable loan portion of the State Incentive Package, as outlined in the attached Settlement Agreement upon payment of $29,645.00 being received from the Developer.

BE IT FURTHER RESOLVED, that the City Council will consider all obligations of the Developer under the forgivable loan as fully satisfied, released, and discharged, and directs staff and the Mayor to takes all steps necessary to release the mortgage and liens associated with the project on the property.

Passed and Approved by the City Council of the City of Keokuk this 2nd day of July 2026.

____
Mark Smidt, Mayor

Attest: ____________________________
Celeste El Anfaoui, City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the **City of Keokuk, Iowa**, a municipal corporation ("City"), and **Keokuk Mills, LLC**, an Iowa limited liability company ("Developer"). The City and Developer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City and Developer previously entered into an Agreement for Private Development (the "Development Agreement") as a local match a High-Quality Jobs Incentive package (the "State Incentive package") offered by the State of Iowa; and

WHEREAS, The State incentive package included a $500,000 forgivable loan contingent upon job creation targets and a $500,000 non-forgivable loan; and

WHEREAS, pursuant to the Development Agreement, City provided Developer a $100,000 forgivable loan based upon the job targets contained in the State incentive package and a $100,000 non-forgivable loan; and

WHEREAS, Developer fully repaid the non-forgivable loan but inadvertently made sixty-five (65) payments totaling $108,355, resulting in an overpayment of $8,355; and

WHEREAS, Developer failed to satisfy the conditions for job creation necessary for full forgiveness of the forgivable loan, and amounts remain due and owing under the Development Agreement; and

WHEREAS, the Developer and State of Iowa settled on a 62% rate of forgiveness of the forgivable loan portion of the State Incentive package based on partial job creation attainment; and

WHEREAS, after crediting the overpayment of $8,355 against the forgivable loan, the remaining outstanding balance is $91,645; and

WHEREAS, the Developer is requesting that the City consider settling the local forgivable loan portion of its Development agreement on the same terms and conditions that the State of Iowa reached a settlement agreement on the forgivable loan portion of the State Incentive Package; and

WHEREAS, the Parties desire to resolve all claims relating to the forgivable loan and the Development Agreement on a compromised basis consistent with related settlements; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Settlement Payment

Developer shall pay to City the total sum of **Twenty-Nine Thousand Six Hundred Forty-Five Dollars ($29,645.00)** (the "Settlement Amount").

This amount represents thirty-eight percent (38%) of the remaining balance of the forgivable loan after application of the $8,355 credit, which mirrors Developer's settlement with the State of Iowa.

2. Satisfaction of Obligations

Upon timely receipt of the Settlement Amount, the Parties agree that:

1. All obligations of Developer under the forgivable loan are **fully satisfied, released, and discharged**; and
2. City waives any claim to the remaining unpaid balance of the forgivable loan.

3. Release of Mortgage and Liens

In consideration of the Settlement Amount, the City shall:

1. Execute and deliver a Release of Mortgage for the mortgage securing the Development Agreement; and
2. Execute and file any documents necessary to release and discharge:
    a. All mortgages,
    b. Security interests, and
    c. Any liens or UCC filings associated with the Development Agreement.
3. Such releases shall be completed within thirty (30) days after execution of this Agreement and receipt of the Settlement Amount.

4. Credit for Overpayment

The Parties acknowledge and agree Developer's overpayment of $8,355 on the non-forgivable loan has been fully credited toward the forgivable loan balance and that further reimbursement or claim exists with respect to that overpayment.

5. Mutual Release

A. Release by Developer

Developer releases the City from any and all claims arising out of:

1. The Development Agreement;
2. The loans provided thereunder; and
3. Any payments made by Developer.

B. Release by City

City releases Developer from any and all claims relating to:

1. The forgivable loan;
2. Any alleged default under the Development Agreement; and
3. Any related security instruments;

except for obligations arising under this Settlement Agreement.

6. No Admission

This Agreement is a compromise of disputed claims and shall not be construed as an admission of liability by either Party or a determination of fault or breach.

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter and supersedes all prior negotiations or agreements regarding the settlement of the forgivable loan.

8. Default

If Developer fails to timely pay the Settlement Amount the City may declare the Agreement void; and reinstate all rights and remedies under the Development Agreement; and enforce the full unpaid balance (without the settlement discount).

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Iowa**.

10. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original.

SIGNATURES

CITY OF KEOKUK, IOWA

By: ___________________________

Attest:________________________

KEOKUK MILLS, LLC
By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, is made and entered into by and between the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, (hereafter "**IEDA**"), 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, a public instrumentality and agency of the State of Iowa; **Keokuk Mills, LLC** and **Mills Carbon, LLC** (hereafter "**Recipients**"), 3972 Main Street, Keokuk, Iowa 52632; and the **City of Keokuk** (hereafter **"Community"**), 415 Blondeau Street, Keokuk, Iowa 52632 (Individually, a "Party", Combined, the "Parties").

WHEREAS, on July 22, 2016, the IEDA Board awarded to Keokuk Mills, LLC a $500,000 Loan, a $500,000 Forgivable Loan, and $230,000 in estimated tax credits, all under the High Quality Jobs Program (HQJP), and Keokuk Mills, LLC; IEDA; and Community executed Contract Number 16-DF/TC-064 ("HQJP Contract"), the effective date of which was September 23, 2016; and

WHEREAS, IEDA disbursed the $500,000 Loan and $500,000 Forgivable Loan and the Recipient has claimed a portion of the tax incentives awarded totaling $178,864; and

WHEREAS, Recipient has repaid the Loan in full; and

WHEREAS, on July 22, 2016, IEDA awarded to Recipient $400,000 in estimated tax credits under the Targeted Jobs Withholding Tax Credit Program (TJ) and Keokuk Mills, LLC; Community, and IEDA executed Contract Number 16-TJ-005 ("TJ Contract"), the effective date of which was October 26, 2016; and

WHEREAS, Recipient has claimed a total of $167,773 in tax credits under the TJ Contract; and

WHEREAS, in February of 2020, the IEDA Board approved an amendment to the HQJP Contract and the TJ Contract (Jointly, the "Contracts") to extend the Project Completion Date from July 31, 2019 to February 28, 2021, with a corresponding extension of the Project Maintenance Date; and

WHEREAS, in June of 2020, the IEDA Board approved Keokuk Mills, LLC's request to amend the Contracts to add Mills Carbon, LLC, as a contracting entity; and

WHEREAS, in April of 2021, the IEDA Board approved a request by Recipients for an 18-month extension of the Project Completion Date to August 31, 2022, with a corresponding extension of the Project Maintenance Date; and

WHEREAS, in September of 2022, the IEDA Board approved a request by Recipients for a 13-month extension of the Project Completion Date to September 30, 2023, with a corresponding extension of the Project Maintenance Date; and

WHEREAS, under the HQJP Contract, as amended, Recipients were required to create 200 qualified Full-Time Equivalent ("FTE") jobs by the Project Completion Date, September 30, 2023, and maintain the pledged FTE jobs for the two-year Maintenance Period; and

WHEREAS, Recipients created 124 qualified jobs but did not meet the job creation obligation set out in the HQJP Contract by the Project Completion Date; and

WHEREAS, under the TJ Contract, Recipients were required to create 74 qualified jobs by September 30, 2023 and maintain the pledged jobs for the two-year Maintenance Period; and

WHEREAS, Recipients created 54 qualified jobs but did not meet the job obligations set out in the TJ Contract; and

WHEREAS, the job creation shortfalls are Events of Default under the Contracts; and

WHEREAS, because of the HQJP job creation shortfall, Recipient is required to repay $190,000 of the Forgivable Loan; and

WHEREAS, Recipients are desirous of reaching a settlement with IEDA pursuant to which the repayable portion of the Forgivable Loan resulting from the job shortfall will be amortized over thirty six (36) months; and

WHEREAS, on April 19, 2024, the IEDA Board approved Recipients' request to enter into a negotiated settlement under the terms and conditions described herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Settlement Terms.**

   a. HQJP Contract
   - Recipients shall make thirty-six (36) equal monthly payments, to commence on July 1, 2024. as set forth in the attached Promissory Note to repay $190,000 of the Forgivable Loan.
   - Recipients may retain tax credits claimed to date but they agree that they will claim no additional tax credits under the HQJP Contract and Tax Credit Certificate Number 712016006400 is hereby terminated.

   b. TJ Contract
   - Recipients agree that they will claim no additional tax credits under the TJ Contract and Iowa Department of Revenue Tracking Number 362016050500 is hereby terminated.

2. **Effective Date.** This Settlement Agreement shall be effective as of the date fully executed by the Parties.

3. **Expenses.** Each Party is responsible for the legal fees and other expenses incurred in entering into this Settlement Agreement. If the Recipients fail to comply with the terms set out herein and, if IEDA brings suit to enforce the terms of this Settlement Agreement and substantially prevails in recovering any or all of the amounts demanded in such suit, Recipients agree to pay to IEDA all expenses incurred or paid by IEDA, including attorney's fees and court costs in connection with such enforcement action.

4. **Successors and assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of Recipients and IEDA, and each of their respective legal representatives, successors and assigns.

5. **Severability.** If any provision of this Settlement Agreement is held invalid by any court, the remainder shall not be invalid, but shall be enforced as written consistent with the purposes of this Settlement Agreement and the intent of the parties.

6. **Integration.** This Settlement Agreement represents the full agreement among the Parties concerning settlement of amounts owed due to Recipients' job creation shortfall under the Contracts and no promise or expectation of any further consideration has been made by any Party.

7. **Contract Termination**. Upon execution of this Settlement Agreement, the Contracts shall be terminated.

8. All Parties, including but not limited to, Recipients, freely and voluntarily enter into this Settlement Agreement.

IN WITNESS, WHEREOF, the undersigned approve and execute this Settlement Agreement effective as of the date first stated.

FOR IEDA:

Debi Durham (Jun 19, 2024 13:04 CDT) 06/19/2024

Deborah Durham, Director Date

FOR RECIPIENTS:

Brad Mills (Jun 19, 2024 11:23 CDT) 06/19/2024

Signature Date

Brad Mills

Name and Title

FOR COMMUNITY:

KA Mahoney

KA Mahoney (Jun 19, 2024 12:06 CDT) 06/19/2024

Signature Date

KA Mahoney

Name and Title

SETTLEMENT AGREEMENT PROMISSORY NOTE

Recipient: Keokuk Mills, LLC and Mills Carbon, LLC
Community: City of Keokuk
Contract Number: 16-DF/TC-064

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, at its office at 200 East Grand, Des Moines, Iowa 50309, the sum of **ONE HUNDRED NINTY THOUSAND DOLLARS AND 00/100 CENTS ($190,000)** with interest thereon at **ZERO PERCENT (0%)** to be paid as follows:

> **THIRTY SIX (36)** monthly payments of **$5,278** beginning on July 1, 2024. Final payment may vary depending upon dates payments are received.

Upon default in payment of any interest, or any installment of principal, the whole amount then unpaid shall become immediately due and payable at the option of the holder.

The undersigned, in case of suit on this note, agrees to pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys' fees incurred or paid by the holder in collecting and/or enforcing this Note on default.

This note shall be secured by the Security specified in the Contract.

Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

Keokuk Mills, LLC and Mills Carbon, LLC

By: Brad Mills (Jun 19, 2024 11:23 CDT)

Brad Mills
Print or Type Name, Title

Address: 3972 Main Street
KEOKUK, IA 52632

Date: 06/19/2024

COUNCIL ACTION FORM

Date: July 2, 2026

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

Subject: Timea Street Engineering Amendment #3 Agenda Item: 15

Description:

The City of Keokuk previously entered into an Agreement for Professional Services with Bolton & Menk, Inc. dated October 17, 2024, for engineering design services associated with the Timea Street Project from 22nd Street to 7th Street.

During the preliminary design phase, the need for additional storm sewer improvements from Kiser Park to Timea Street was identified. Due to the depth of the proposed storm sewer and the potential for bedrock to be encountered during excavation, subsurface geotechnical exploration is necessary to better define soil conditions, assess constructability, and develop accurate construction cost estimates.

Amendment #3 to the Agreement includes geotechnical investigation services to be performed by Terracon as a subconsultant to Bolton & Menk, Inc. These services will include soil borings, laboratory testing, and preparation of a geotechnical report with recommendations for design and construction. The not-to-exceed cost for the geotechnical services under Amendment #3 is $9,900.

Staff recommends approval of Amendment #3 to the Agreement for Professional Services with Bolton & Menk, Inc. to include geotechnical services associated with the Timea Street Project.

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 301-755-6490 Title: Serv/Consult/Prof Street Program

Amount Budgeted:

Actual Cost: $9,900

Under/Over:

Funding Sources:

Capital Improvements

Departments:

Public Works

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

COUNCIL ACTION FORM

Any previous Council actions:

Action	Date

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ____________ SECONDED BY: ____________

TO ____________

CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

A RESOLUTION TO APPROVE AMENDMENT #3 FOR GEOTECHNICAL INVESTIGATION FOR TIMEA STREET RECONSTRUCTION PROJECT

WHEREAS the City of Keokuk previously entered into an agreement for professional services with Bolton & Menk, Inc. for engineering design services associated with the Timea Street Project from 22nd Street to South 7th Street; and

WHEREAS during the preliminary design phase, the need for additional storm sewer improvements from Kiser Park to Timea Street was identified due to the depth of the proposed storm sewer and the potential for bedrock to be encountered during excavation; and

WHEREAS subsurface geotechnical exploration is necessary to better define soil conditions, assess constructability, and develop accurate construction cost estimates; and

WHEREAS Amendment #3 to the agreement includes geotechnical investigation services to be performed by Terracon as a subconsultant to Bolton & Menk, Inc. These services will include soil borings, laboratory testing, and preparation of a geotechnical report with recommendations for design and construction; and

WHEREAS the not-to-exceed cost for the geotechnical services under Amendment #3 is $9,900.

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that Amendment #3 to the Agreement for Professional Services with Bolton & Menk, Inc. be approved to include geotechnical services associated with the Timea Street Project.

Passed & Approved this 2nd day of July 2026.

____
____ Mark Smidt, Mayor

Attest: ______________________________
Celeste El Anfaoui, City Clerk

AMENDMENT #3 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF KEOKUK AND BOLTON & MENK, INC.

This AMENDMENT #3 (“Amendment”) to the original Agreement for Professional Services between City of Keokuk, Iowa (“OWNER”) and Bolton & Menk, Inc. (“ENGINEER”) dated October 17, 2024 (the “Agreement”) is made and entered into on this ______ day of ___________________, 2026.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering design services in connection with the Timea Street Asphalt Resurfacing from 22nd Street to 7th Street Project (the “Project”);

WHEREAS, Preliminary Plans have been submitted and reviewed; and

WHEREAS, It is necessary to prepare designs and cost estimates for new storm sewer from Kiser Park to Timea Street; and

WHEREAS, Due to the depth of the proposed storm sewer from Kiser Park to Timea Street, bedrock may be encountered during excavation; and

WHEREAS, It is advisable to conduct subsurface geotechnical exploration to accurately estimate the construction cost and construction techniques required for the proposed storm sewer; and

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment to include services provided by Terracon as a subconsultant to ENGINEER; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SUBCONSULTANT AGREEMENT. The SUBCONSULTANT AGREEMENT is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER or SUBCONSULTANT performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. PERIOD OF AGREEMENT. The period of agreement shall be through December 31, 2027.

4. ADDITIONAL FORMS. Exhibits A and B are attached and incorporated into the Agreement.

5. ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #3 to be executed by their duly authorized representatives on the dates written below.

CITY OF KEOKUK, IOWA.	BOLTON & MENK, INC.
SIGNED: ______________________	SIGNED: ______________________
NAME: ______________________	NAME: Adrian Holmes, PE
TITLE: ______________________	TITLE: Municipal Practice Leader | Principal
DATE: ______________________	DATE: 6/15/2026

EXHIBIT A – SUBCONSULTANT AGREEMENT

870 40th Avenue
Bettendorf, Iowa
P (563) 355-0702
Terracon.com

March 4, 2026

Bolton & Menk Inc
401 1st Street SE, Suite 201
Cedar Rapids, Iowa 52401

Attn: David Millmeyer
P: (515) 520-3050
E: David.Millmeyer@bolton-menk.com

RE: Proposal for Subsurface Exploration Services
Rock Probe for Timea Street Reconstruction
Palean Street & 13th Street and Timea Street & 14th Street
Keokuk, Iowa
Terracon Proposal No. PDK265004

Dear Mr. Millmeyer:

We appreciate the opportunity to submit this proposal to Bolton & Menk Inc (Bolton & Menk) to provide subsurface exploration services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our estimated fee to perform the Scope of Services described in this proposal is $9,900 (including traffic control). **Exhibit C** includes details regarding our fees and a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Stella Brown

Stella G. Brown, E.I.T.
Staff Engineer

Sara Somsky

Sara J. Somsky, P.E.
Principal

Terracon

Reference Number: PDK265004

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Bolton & Menk Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Rock Probe for Timea Street Reconstruction project ("Project"), as described in Consultant's Proposal dated 03/09/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Bolton & Menk Inc**
By:	[signature] Date: **3/9/2026**	By:	[signature] Date:
Name/Title:	**Sara J Somsky / Geotechnical Department Manager**	Name/Title:	Municipal Practice Leader | Principal
Address:	**870 40th Ave** **Bettendorf, IA 52722-1607**	Address:	**401 1st Street SE Suite 201** **Cedar Rapids, IA 52401**
Phone:	**(563) 355-0702** Fax:	Phone:	319-594-5775 Fax:
Email:	**Sara.Somsky@terracon.com**	Email:	adrian.holmes@bolton-menk.com

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Bolton & Menk and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request Bolton & Menk verify all information provided in the following tables prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Bolton & Menk on February 19, 2026. The request included a brief project description and a requested scope. A set of storm sewer plan and profile plans were provided on February 23, 2026.
Project Description	The project includes the reconstruction of several streets in Keokuk, Iowa. As a part of this construction, storm and sewer utilities will be installed at up to 40 feet below existing grade.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located around Palean Street & 13th Street and Timea Street & 14th Street in Keokuk, Iowa. Approximate latitude/longitude: 40.3991° N, 91.3969° W See **Exhibit D**
Existing Improvements	Asphalt roadways, concrete sidewalks, overhead and below-grade utilities
Current Ground Cover	Asphalt pavement, grass, concrete sidewalks
Site Access	We expect the site and all boring locations will be accessible with our ATV-mounted drilling equipment and support truck. We expect traffic control will be required to perform the borings. Terracon also anticipates that permitting will be obtained by someone e.

Item	Description
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of clays overlying sands. Limestone bedrock may be encountered at the bottom of the boring.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of a field exploration and project delivery. These services are described in the following sections.

Field Exploration

Bolton & Menk requested the following boring locations and depths have been proposed by Terracon based on the maximum construction depth at the requested intersections:

Boring ID	Planned Boring Depth (feet) [1]	Planned Location [2]
1	35	Palean Street & 13th Street
2	45	Des Moines Street & 14th Street
3	25	Timea Street & 14th street

1. Borings will be terminated at shallower depths if refusal is encountered.
2. We anticipate performing the borings in green space adjacent to the intersection. The planned boring locations are shown on the attached **Anticipated Exploration Plan**. Boring locations may be modified based on the proximity to existing utilities.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ±20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. Approximate surface elevations will be obtained by the USGS topographic survey. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if requested.

Subsurface Exploration Procedures: We will advance the borings with an ATV-mounted drill rig using continuous flight solid stem augers. No samples will be obtained from the boreholes. We will observe and record groundwater levels during drilling and shortly after drilling.

Our exploration team will prepare field logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples.

Property Disturbance: Terracon will make reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface.

We will backfill borings with auger cuttings and/or bentonite chips upon completion and a downhole plug will be installed near the ground surface of the borings performed in grass. Borings performed in pavements (not currently anticipated) will be capped with cold-mix asphalt. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the nearest greenspace adjacent to each borehole. Because backfill material often settles below the surface after a period of time, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we will consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Terracon will contact Iowa "One Call" Hotline to locate utilities in public easements. This service requires 3 days to clear utilities from the time the request is made. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Traffic Control: For the work scope of this proposal we have budgeted for subcontracting traffic control services (signage and flagman) during our drilling activities, which is anticipated to take less than one day. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (±) of our drill rig during our drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure.

Project Delivery

Sampling, laboratory testing, and geotechnical engineering analysis and recommendations were not requested and are not included in our scope of services.

The results of our field program will be evaluated, and a summary data report will be prepared. The summary data report will provide the following:

- Boring logs based on field data and driller's descriptions of soils encountered
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures

Your project will be delivered using **Compass** (Terracon's online client portal). Upon initiation, we provide you and your design team with the necessary link to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, anticipated exploration plan
- Project Delivery

When our services are complete, we will upload a printable version of our completed summary data report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our fees are shown in the following table:

Task	Lump Sum Fee[1]
Subsurface Exploration[2] and Summary Data Report	$7,900
Subcontracted Traffic Control (cost + 20%)	Est. $2,000
Total	$9,900

1. Proposed fees noted above are effective for 90 days from the date of the proposal.
2. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of $4,000 would be invoiced. A drill crew standby rate of $450 per hour would be invoiced for unexpected delays.

Our Scope of Services does not include services associated with site clearing or wet ground conditions. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule [1, 2]
Kickoff Call with Client	At least 2 days prior to commencing field program
Field Program	Drill date will be coordinated with Bolton & Menk 2 days of fieldwork anticipated
Project Delivery	10 days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

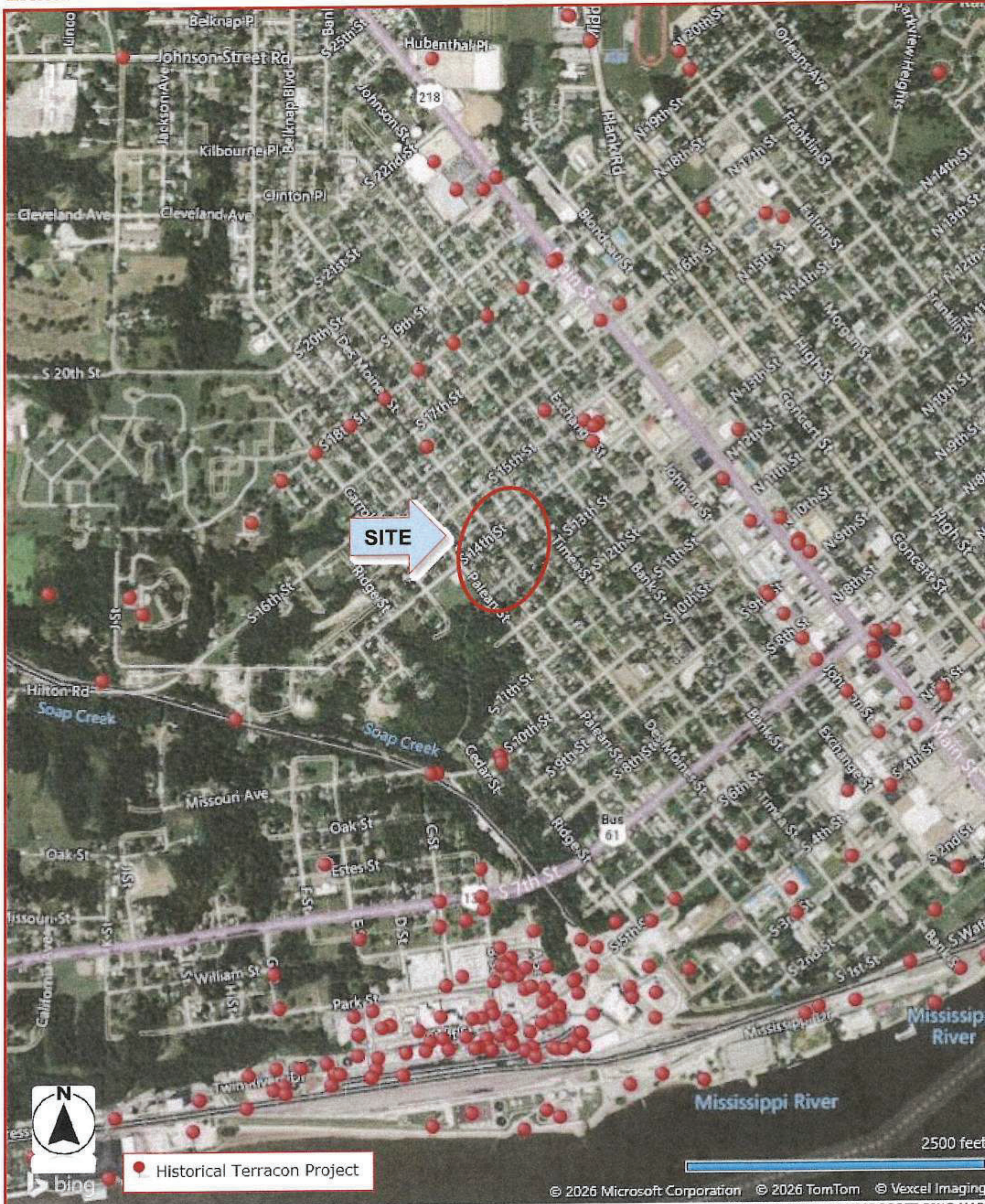

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan

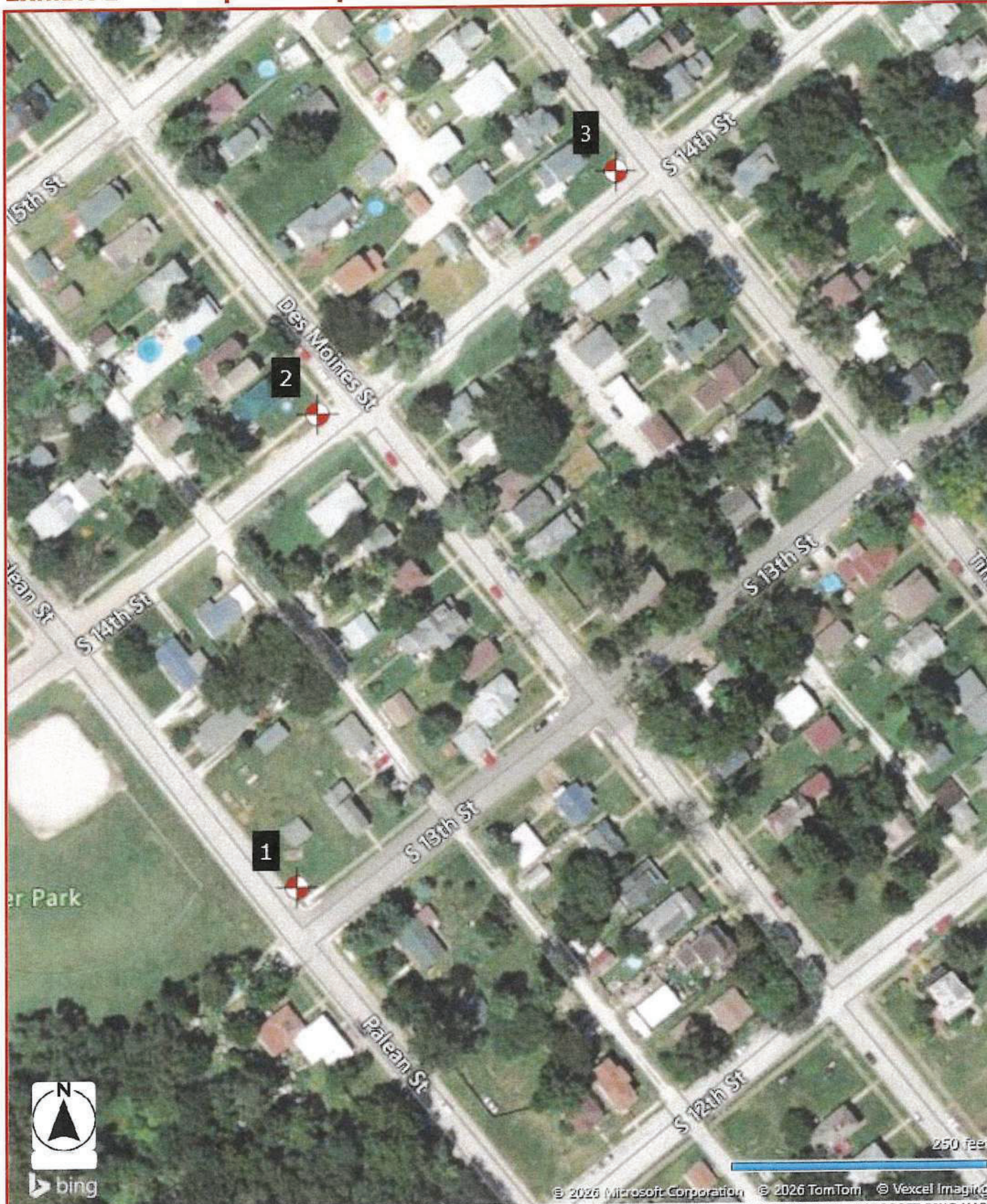

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT B – FEE ATTACHMENT

This **FEE ATTACHMENT** is part of **AMENDMENT #003** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

AMENDMENT 1 (SERVICES AND DELIVERABLES)		Amount
Deliverable 1 Task B	Topographic Survey – Exchanged for Remaining Budget in Original Agreement	$0
Deliverable 2 Tasks A, C, D, E	Development of Plans for Roadway Reconstruction (One bid Letting)	$428,250
	THIS AMENDMENT TOTAL	$428,250

AMENDMENT 2 (SERVICES AND DELIVERABLES)		Amount
Deliverable 1 Task B	Topographic Survey	$25,000
Deliverable 2 Tasks A, C, D, E	Facility Plan for Funding Application and Development of Plans for Roadway Reconstruction and Sewer Separation (One bid Letting)	$208,000
	THIS AMENDMENT TOTAL	$233,000

AMENDMENT 3 (SERVICES AND DELIVERABLES)		Amount
Deliverable 1 Task B	Coordination with Terracon	$1,100
Deliverable 2 Tasks A, C, D, E	Terracon Subsurface Exploration and Summary Data Report. Traffic Control.	$9,900
	THIS AMENDMENT TOTAL	$11,000

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEEMNT AND PREVIOUS AMENDMENTS	Full Roadway Reconstruction (Timea Street) Full Roadway Surfacing Reconstruct (14th Street and Palean Street) and Sewer Separation.	$696,250
AMENDMENT #3 CHANGE	Subsurface Exploration.	+$11,000
	NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED	$707,250

2. SCHEDULE: Schedule for performance of services will be modified as follows or as set forth in the Agreement, such that all services will be completed to allow for a construction bid letting in late fall 2026. Construction may begin in 2027 and is expected to be completed in 2028.

COUNCIL ACTION FORM

Date: 7/2/2026

Presented By: El Anfaoui

Subject: Designated location for meeting notices Agenda Item: 16

Description:

We are now required to designate an official location for meeting notices to be posted on an annual basis. IPIB has stated that best practice guidance is that the designated location should be accessible to the public 24/7.

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.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ____

____

____

CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

A RESOLUTION DESIGNATING THE OFFICIAL LOCATION FOR POSTING MEETING NOTICES FOR THE CITY OF KEOKUK, IOWA

WHEREAS, the City of Keokuk is required to provide public notice of meetings in accordance with Iowa law; and

WHEREAS, the Iowa Public Information Board (IPIB) recommends that the designated location for posting meeting notices be accessible to the public twenty-four (24) hours per day, seven (7) days per week; and

WHEREAS, the City Council finds it necessary to formally designate an official posting location on an annual basis;

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

1. The official location for posting meeting notices for the City of Keokuk shall be the inside of the exterior glass on the front door of City Hall.
2. This location is designated as it provides continuous public visibility and accessibility.
3. This designation shall remain in effect until superseded by a subsequent resolution adopted by the City Council.

Passed & Approved this 2nd day of July 2026.

____
Mark Smidt, Mayor

Attest: ____________________________
Celeste El Anfaoui, City Clerk

COUNCIL ACTION FORM

Date: 7/2/26

Presented By: Chief Z. Baum

Subject: Marked Unit Replacement

Agenda Item: 17

Description:

Purchase of a 2026 Chevrolet Tahoe to replace a marked squad car that has reached it's recommended end of life. The cost of the vehicle and up-fitting is approximately $71,071.15. This figure accounts for a $5,500 trade-in value of the unit being replaced.

This was discussed and approved as a capital purchase while preparing the 2026-2027 fiscal year budget.

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 001-110-6710

Title: Capital Equipment

Amount Budgeted: $75,000

Actual Cost: $71,071.15

Under/Over: $3,928.85

Funding Sources:

Departments:

Police

Is this item in the CIP? YES ☑ NO ☐

CIP Project Number: Year 26-27

COUNCIL ACTION FORM

Any previous Council actions:

Action ______________________ Date ______________________

______________________ ______________________

______________________ ______________________

Recommendation:

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ____

____

____

CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

A RESOLUTION APPROVING THE PURCHASE OF A 2026 TAHOE AND THE COST TO OUTFIT VEHICLE WITH EMERGENCY EQUIPMENT FOR THE KEOKUK POLICE DEPARTMENT

WHEREAS, the City of Keokuk, Iowa recognizes the need to maintain a reliable and effective fleet for its police department; and

WHEREAS, a marked squad car has reached the end of its life and is to be replaced with a 2026 Chevrolet Tahoe with an amount not to exceed the budgeted capital expenditure of $75,000.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: approves the purchase of a 2026 Chevrolet Tahoe and the cost to outfit said vehicle with emergency equipment for an amount not to exceed $75,000.

PASSED, APPROVED, AND ADOPTED this 2nd day of July 2026.

____
Mark Smidt, Mayor

ATTEST: ____________________________
Celeste El Anfaoui, City Clerk

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SALESMAN	
SALESMAN	
DATE	06/25/2026
BUYER FIRST M.I. LAST	CITY OF KEOKUK
CO-BUYER FIRST M.I. LAST	
(H)	
(C)	
STREET ADDRESS	501 MAIN ST
(W)	(319)524-2741
CITY	KEOKUK
COUNTY	
STATE	IA
ZIP CODE	52632-5449
CUSTOMER #	146478

YEAR	NEW/USED	MAKE	MODEL	EXTERIOR COLOR	MILEAGE	STOCK NO.
2026	NEW	CHEVROLET TRUCK	TAHOE	BLACK		41752

SERIAL NUMBER 1GNS6UED7TR394291 CAR DEAL # 397125

TOTAL VALUE PRICE	59795.00 - 6054.80 =	53740.20
CASH SALE PRICE OF VEHICLE		$ 53740.20
USED VEHICLE ALLOWANCE TRADE 1	MAKE OF TRADE-IN DODGE; YEAR 2021 MODEL CHARGER; SERIAL # 2C3CDXKGXMH554155	$ 5500.00
USED VEHICLE ALLOWANCE TRADE 2	MAKE OF TRADE-IN; YEAR; MODEL; SERIAL #	$ N/A
USED VEHICLE ALLOWANCE TRADE 3	MAKE OF TRADE-IN; YEAR; MODEL; SERIAL #	$ N/A
MANUFACTURER'S REBATE		$ N/A
TRADE DIFFERENCE		$ 48240.20
BALANCE OWED ON TRADE-INS		$ N/A
		$
STATE & LOCAL TAXES	N/A	$ N/A
REGISTRATION FEE		$ N/A
TITLE FEE		$ N/A
TRANSFER FEE		N/A
NON-TAXABLE DOCUMENTATION FEE		$ N/A
TOTAL DELIVERED PRICE		$ 48240.20
CASH DEPOSIT		$ N/A
CASH ON DELIVERY		$ N/A
AMOUNT DUE		$ 48240.20

Iowa law requires us to give you the following notice: You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle. It is customer's responsibility to notify their insurance company of any changes.

DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO A BUYER FOR THE PREPARATION OF DOCUMENTS AND THE PERFORMANCE OF RELATED SERVICES. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS DETERMINED BY IOWA CODE SECTION 322.19A. THIS NOTICE IS REQUIRED BY LAW.

The vehicle is not being purchased for export or resale and allows a refund from the customer of any GM moneys paid should that customer resell or export a GM vehicle without the dealer's knowledge.

Government Sales / Comm Fleet

We agree that: (1) transactions where multiple cars are purchased by a single purchaser and payment is delayed ("Bulk Deferred Transactons") are not ordinary course transactions; (2) the Dealership's lender, Ally Bank (along with its affiliates, ("Lender")), has not authorized the Dealership to sell or otherwise dispose of (and has not consented to the sale or other disposition of) vehicles in Bulk Deferred Transactions free of its security interest in the vehicles; (3) the purchase of vehicles in Bulk Deferred Transactions free of the security interest of Lender would violate the terms of the Dealership's financing documents with Lender and the rights of Lender would violate the terms of the Dealership's financing documents with Lender and the rights of Lender in the vehicles; (4) the Purchaser is not a "buyer in ordinary course of business" as defined in the Uniform Commercial Code; and (5) accordingly, the sale of vehicles by the Dealership to the Purchaser in Bulk Deferred Transactions will not extinguish Lender's security interest in the vehicles. Lender's security interest in a vehicle will automactically extinguish when payment is made for that vehicle. This provision may only be changed by written notice from Lender.

You understand that this agreement ***(including the terms on the back)*** is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are buying a used vehicle, the information you see on the window form for this vehicle is part of the contract and the information on the window form overrides any contrary provisions in this contract.

By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract front and back, and agree to its terms, and that you have received a copy of it.

Company CITY OF KEOKUK

X ____________________
Buyer's Signature

X ____________________
Buyer's Signature

Accepted By ____________________
Dealer's Authorized Representative

ADDITIONAL TERMS OF CONTRACT

(The following items are applicable and a part of the reverse side of this contract.)

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.

1. **DEFINITIONS.** The words "we," "us" and "our" refer to the dealer-seller. The words "you" and "your" refer to the buyer and the co-buyer, if any.

2. **DISCLAIMER OF WARRANTY.** If there is a manufacturer's warranty on the vehicle you are buying, the dealer is not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer as far as the dealer is concerned. You understand that the vehicle is sold "as is" with all faults and that we make no warranty of the merchantability and no warranty that the vehicle is fit for any particular purpose.

3. **THIS IS NOT A FINANCING DOCUMENT.** This contract is for the cash sale of a motor vehicle. It is not a financing document. If you have financed this purchase, you will be required to sign separate documents which comply with state and federal laws. If you finance the vehicle, there will be a separate fee for filing a lien on the title of the vehicle.

4. **DELIVERY OF VEHICLE.** If you refuse or fail to accept delivery of the vehicle, we may elect to keep your cash deposit as liquidated damages or exercise any other rights allowed by law including but not limited to enforcing the terms of the contract. Any trade-in will be considered part of the down payment for purposes of determining liquidated damages. Any delay or failure to deliver the purchased vehicle to you which are not due to our fault or negligence, will not create any liability to us. We are not liable to you for any consequential damages, damages to property, damage for loss of use, loss of time, loss of profits, or loss of income or any other incidental damages arising out of the sale or use of the purchased vehicle.

5. **TRANSFER DOCUMENTS.** State and federal law require a number of documents to be signed when selling or buying a vehicle. You agree to sign any document which is required to transfer title to the trade-in or the purchased vehicles, including but not limited to odometer statements, damage disclosure statements, salvage title disclosure and powers of attorney.

6. **ATTORNEY FEES.** By signing this document you agree to pay our attorney fees and all costs incurred, of any kind or amount, necessary to enforce this contract in addition to any damages we have sustained as a result of your breach.

7. **NEW VEHICLE ORDERS.** If you have purchased a new vehicle that we do not have in stock and we ordered the new vehicle for you, we cannot guarantee the manufacturer will not change our price of the vehicle model or body type you have ordered between the time we signed this purchase contract and the time we receive the new vehicle to deliver to you. If the price does change and you do not agree with the changed price, you may cancel this contract. If you traded in a vehicle and we have not sold it, we will return it to you subject to being reimbursed for any reasonable repairs made to the vehicle and storage fees. If the trade-in vehicle has been sold, we will pay to you the amount we received for the vehicle , less a 15% sales commission and any costs incurred by us to effectuate the sale. If you have ordered a new vehicle and the manufacturer changes or discontinues the type and model vehicle which you ordered, we have no obligation to deliver to you the vehicle ordered and the contract may be canceled.

BUYER'S TRADE-IN CERTIFICATION

If you are trading in a vehicle, you certify the following:

1. That there is no salvage or repair history on the vehicle title that would affect the value of the vehicle. <u>If there is salvage or repair history on the title, you agree that the dealer may cancel this sale.</u>

2. That to the best of your knowledge, the vehicle was never on a salvage, rebuilt or flood title in this or any other state.

3. That while you have owned the trade-in, its odometer has not been repaired, replaced, tampered with or altered with in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct.

4. That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, powertrain or frame.

5. **TRADE-IN TITLE WARRANTY.** On any trade-in, you must provide us with a valid title correctly assigned to us. You warrant and promise that the title to said trade-in is free and clear of all liens or encumbrances except as indicated on the front of this contract and that all taxes and registration fees are current as of the date of this contract. If there is any misrepresentation in this regard, you hereby agree to pay three times the amount of any damages equal to the amounts of money it takes us to obtain a clear title, in addition to attorney fees and any costs, of any kind of amount, we incur to obtain a clear title.

6. **BALANCE OWED ON TRADE-IN.** On the front of this contract, if there is an amount entered on the "BALANCE OWED ON TRADE-IN," this represents the amount of money you presently owe on the vehicle you traded in. We obtained this amount from your lien holder. If, when the lien is paid off, it is determined that the amount is greater than was indicated on this contract, it will be treated as a mutual mistake of fact. If the amount is greater than indicated on the reverse side, you will owe us the difference or you can rescind the contract. If the amount is less than indicated on the reverse side of this contract, we will pay you the amount difference between the amount indicated and the actual amount owed.

7. **APPRAISAL VALUE OF TRADE-IN.** We have appraised the value of your trade-in at the time of entering into this contract. If you deliver the trade-in to us at a later time, and the trade-in is not in the same condition as when appraised, we may, at our option reappraise the trade-in. If the new appraisal is less than that indicated on the reverse side of this agreement, you may cancel this contract provided you have not taken delivery of the purchased vehicle. In the event you have taken possession of the purchased vehicle, you may pay to us the difference in the appraised values or keep the trade-in and pay us the original appraised value of the trade-in.

Karl Emergency Vehicles & Apparel

5983 NE Industry Dr
Des Moines, IA 50313
Phone: 515-264-6325

Quotation

Quote To: CITY OF KEOKUK
1222 Johnson Street
KEOKUK, IA 52632

Quote Number:	16022			**Contact:**	
Quote Date:	06/11/2026	**Expires:**	07/11/2026	**Inquiry:**	
Customer:	KEOKUCI			**Terms:**	UNKNOWN...
Salesman:	WILL CONLEE			**Phone:**	
Ship Via:				**FAX:**	

Thank you for the opportunity to submit this quote.

*BLACK 2026 CHEVY TAHOE PPV

WIG WAGS

SUREVEILLANCE MODE

MOVE 110 UP

FELONY STOP BUTTON

USE GAMBER FACE PLATES (CORE) AND RADIO ALONG WITH FILLER PLATES

*CUSTOMER WILL PROVIDE: APX 8500 MOBILE, WEAPON MOUNT, MPH RADAR, BROTHER PRINTER, LTRON SCANNER, AND WATCHGUARD CAMERA SYSTEM.

*CUSTOMER USES SIM CARD IN COMPUTER, NO ROUTER

Item	Part Number Description	Quantity	MSRP	Price		Total Line Price
1	LABOR LABOR TO INSTALL AND FINSH BUILD - HOURLY STATE BID RATE	62	$165.00	$85.00	/HR	$5,270.00
2	CG-X ChargeGuard-Select	1	$111.00	$69.65	/EA	$69.65
3	BLR-1312-G 12 BANG FUSE BLOCK	3	$98.25	$62.32	/EA	$186.96
4	75552 75 AMP RELAY	1	$68.75	$37.80	/EA	$37.80
5	153100 100 AMP BREAKER	1	$32.46	$23.52	/EA	$23.52
6	CEM16 WeCanX 16 OUTPUT EXPANSION MOD	1	$292.00	$172.28	/EA	$172.28

Item	Part Number Description	Quantity	MSRP	Price		Total Line Price
7	C399 CENCOM CORE WCX CONTROL CENTER	1	$1411.00	$832.49	/EA	$832.49
8	C399SP SCANport KIT FOR C399	1	$189.00	$111.51	/EA	$111.51
9	SAK9 SA315 SIREN MT KIT UNIV SWIVEL	1	$53.00	$30.71	/EA	$30.71
10	SA315P SA315P SPEAKER, BLACK PLASTIC	1	$412.00	$243.08	/EA	$243.08
11	POWER MANAGEMENT Power and lead harness to include multiple leads and connections	1	$678.94	$617.84	/EA	$617.84
12	COAX COAX CABLE	2	$34.12	$25.23	/EA	$50.46
13	ETHERNET CABLE 20 FT CAT6E	1	$39.22	$17.20	/EA	$17.20
14	ARGES1 ARGES 5 DEG REMOTE SPOTLIGHT	1	$788.00	$464.92	/EA	$464.92
15	ARGCH1 ARGES BAIL MT CONTROL HEAD	1	$352.00	$207.68	/EA	$207.68
16	ARG54D DRVR FENDER MT 2021 TAHOE	1	$116.00	$68.44	/EA	$68.44
17	ARGES HARNESS	1	$79.26	$45.04	/EA	$45.04
18	I2D DUO LINEAR ION RED/WHITE BLK	2	$206.00	$123.67	/EA	$247.34
19	I2E DUO LINEAR ION BLUE/WHITE BLK	2	$206.00	$123.67	/EA	$247.34
20	U180D U-SERIES DUO RED/WHITE	1	$309.00	$182.31	/EA	$182.31
21	U180E U-SERIES DUO BLUE/WHITE	1	$309.00	$182.31	/EA	$182.31
22	U18054 U-SERIES MIRROR MT KIT TAHOE	1	$35.00	$25.58	/EA	$25.58
23	EB2DEDE LEGACY WCX 54" RW/BW/RW/BW light heads included	1	$3854.00	$2,121.00	/EA	$2,121.00
24	PSD02FCR STRIP-LITE+ DUO FLASHR RED/WHT	2	$218.00	$124.62	/EA	$249.24
25	PSE02FCR STRIP-LITE+ DUO FLASHR BLU/WHT	2	$218.00	$124.62	/EA	$249.24
26	PSBKT90 STRIP-LITE+ 90 DEG MT KIT	2	$32.00	$18.88	/EA	$37.76
27	SAB-312 DUAL SHARKEE FOAM PAD	1	$41.90	$30.91	/EA	$30.91
28	RPWD54 ION REAR PILLAR WC DUO TAHOE	1	$2048.00	$1,208.32	/EA	$1,208.32
29	SHIPPING Freight and Shipping on items	1		$400.00	/EA	$400.00

Item	Part Number Description	Quantity	MSRP	Price		Total Line Price
30	SHOP SUPPLIES Expendable materials used for production	1		$375.00	/EA	$375.00
31	CCTL7 WeCanX 21 BUTTON/SLIDE CTRL HD	1	$473.00	$279.07	/EA	$279.07
32	BR-549 CONTROL HEAD BRACKET	1	$45.25	$32.00	/EA	$32.00
34	7160-2022-01 2025 Wide Tahoe console with Printer	1	$1081.00	$534.01	/EA	$534.01
35	C-EB40-WSB-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Arges Remote Spotlight Control Head	1	$40.00	$23.60	/EA	$23.60
36	7160-0846 MCS-Internal Cup Holder	1	$91.00	$56.22	/EA	$56.22
37	7110-1013 Armrest – Chevy Tahoe Vehicle Specific Console (Driver Side)	1	$196.00	$125.40	/EA	$125.40
38	7160-2000-09 Mongoose XLE 9 Inch	1	$608.00	$309.36	/EA	$309.36
39	7160-0996-00 Cell Phone Holder - Magnetic Base for temporary mounting	1	$50.00	$40.19	/EA	$40.19
40	16298 Pocket, 4.5" x 2 inches Deep with Knockout	1	$73.00	$49.36	/EA	$49.36
41	C-USB-3 Dual USB Charge Only Ports	1	$112.00	$66.08	/EA	$66.08
42	CM216560 Lighter Plug Socket & Cap	1	$18.00	$11.75	/EA	$11.75
43	4910LR-MM 4910 LTron Magnetic Mic	1	$49.00	$42.50	/EA	$42.50
44	MMBP-25 MAGNETIC MIC CLIP	2	$65.00	$42.98	/EA	$85.96
45	C-MCB Mic Clip Bracket	2	$25.00	$11.62	/EA	$23.24
46	60CREGCS 12V WHT/RED 6" COMPARTMENT LT	2	$258.00	$152.22	/EA	$304.44
47	3SRCCDCR 3" ROUND SPLIT RED/WHT COMPART	2	$104.00	$61.36	/EA	$122.72
48	PK1164TAH21 #6XL Stationary WindowCoated PolycarbonateXL Panel Partition	1	$999.00	$699.30	/EA	$699.30
49	QK2414TAH21 Full COVER Transport SeatTPO PlasticWith Center Pull Seat Belts*INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Partition*Seat Belt Retractors Pre-Installed to Save 30 Minutes of Install Time*ONLY COMPATIBLE WITH: -XL Panel Front Partitions -SPT Single Prisoner Transports Partitions	1	$1799.00	$1,565.13	/EA	$1,565.13

Item	Part Number Description	Quantity	MSRP	Price		Total Line Price
50	WK0514TAH21 Window Barrier SteelVertical*FOR USE WITH: -Stock Door Panels -SETINA TPO Door Panels-Aluminum Door Panels	1	$329.00	$240.30	/EA	$240.30
51	DK0100TAH21 Door PanelTPO Plastic BlackInstalls Over OEM Door Panels	1	$339.00	$240.69	/EA	$240.69
52	TRAB7603 LAIRD 760-870 MHz Phantom 3 dB low visibility black antenna	1	$104.15	$84.55	/EA	$84.55
53	GP-IN2680 4 CELL, 1 WIFI, 1 GPS ANTENNA (BLACK)	1	581.71	$431.92	/EA	$431.92
54	TK0233TAH21 CARGO BOXDSK- Drawer, Sliding With Key LockBSN- Base Sliding With No Lock	1		$1,334.09	/EA	$1,334.09
55	DS-PAN-1111-2 Docking Station For Panasonic TOUGHBOOK 33, 2-In-1 Laptop	1	$1437.00	$900.34	/EA	$900.34
56	950908 10 FT MPH POWER CABLE	1	$57.14	$50.40	/EA	$50.40
57	950916G04 20 FT MPH REAR CABLE	1	$104.78	$82.10	/EA	$82.10
58	950916G08 8 FT MPH FRONT CABLE	1	$87.59	$66.65	/EA	$66.65
59	950966 MPH SEPARATION CABLE	1		$36.96	/EA	$36.96
60	TPA9289 Cargo Radio TrayWith No lock TRN	1	$389.99	$286.69	/EA	$286.69
				Total:		***$22,130.95***

***Quotes/Estimates are only valid for 60 days from the date of the quote. Please ensure to contact the individual you received the quote/estimate from to confirm validity of quote if past 60 days from the date of this correspondence.
***Any alterations or additions after approval of this quote may result in scheduling times being extended as well as any missing items or overall accuracy of this quote should be corrected prior to the responsible individual signing the quote for acknowledgement. Completeness and accuracy shall be the individuals responsibility after signature. Any additional items added or changed may result in a separate invoice at time of billing.

BY SIGNING YOU ARE CONFIRMING THE QUOTE TO BE ACCURATE AND COMPLETE.

Acknowledgement / Date

COUNCIL ACTION FORM

Date: 7/2/26

Presented By: Chief Baum

Subject: Training Agreement-Landon Rudd

Agenda Item: 18

Description:

The hiring of Landon Rudd as a police officer will require his attendance of the Iowa Basic Law Enforcement Academy tentatively scheduled for August 31, 2026 with graduation scheduled in December 18 of 2026. The tuition cost of the academy is $6,750. The total investment into Rudd's training will be approximately $30,400.52 which will come out of various line items, all of which are budgeted expenditures (salary while training, hiring process, etc). $30,400.52 is the recoup-able amount should Rudd violate the terms of the agreement. It should be noted that the amount to be recouped is prorated per Iowa Code, dependent on the length of service completed post certification. The proration is: less than 1 year-100%, more than 1 year but less than 2 years-75%, more than 2 years but less than 3 years-50%, more than 3 years but less than 4 years-25%. The employment agreement is complete at 4 years of service post certification date.

*This employment agreement is contingent on passing the medical requirements set forth by the state of Iowa

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 001-110-6413 Title: Agencies

Amount Budgeted: $28,000.00

Actual Cost: $6,750.00

Under/Over: $21,250.00

Funding Sources:

Departments:
Police

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

COUNCIL ACTION FORM

Any previous Council actions:

Action ______________________ Date ______________________

______________________ ______________________

Recommendation:

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________ SECONDED BY: ______________________

TO ____

____

____

CITY COUNCIL VOTES

VOTES	Ward 1	Ward 2	Ward 3	At Large 1	At Large 2	Ward 4	Ward 5	Ward 6	Ward 7
YES	☐	☐	☐	☐	☐	☐	☐	☐	☐
NO	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSENT	☐	☐	☐	☐	☐	☐	☐	☐	☐
ABSTAIN	☐	☐	☐	☐	☐	☐	☐	☐	☐

RESOLUTION NO.

RESOLUTION APPROVING OFFICER TRAINING REIMBURSEMENT AGREEMENT

WHEREAS, the City of Keokuk, Iowa has approved employment of Landon Rudd as a Police Officer; and

WHEREAS, the City of Keokuk, Iowa will invest considerable time and funds in Landon Rudd's training.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that approves the Officer Training Reimbursement Agreement with Landon Rudd.

PASSED, APPROVED, AND ADOPTED this 2nd day of July 2026.

____
Mark Smidt, Mayor

ATTEST: ____________________________
Celeste El Anfaoui, City Clerk

CITY OF KEOKUK
OFFICER TRAINING REIMBURSEMENT AGREEMENT

This agreement is entered into by the City of Keokuk, Iowa, hereinafter referred to as "City" and ____Landon Rudd________________, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF _____ Landon Rudd _________________ AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT ____Landon Rudd __________________ PROVIDES THE CITY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON ____Landon Rudd __________________.

1. The City and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The training at the academy is scheduled to begin as soon as the Employee is accepted for the training class. The City shall pay the expense of training and shall pay the Employee's regular wages during this training. The Employee agrees that he/she will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated hereinafter in this Agreement. The expenses which the Employee agrees to reimburse include the City's expenditure for the Employee’s pre-employment physical MMPI, Hepatitis B series shots, new bulletproof vest, mileage, food, lodging and tuition while attending the Academy. All of these reimbursable costs are referred to as "total training expenses." The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the "total training expenses" mentioned above are listed hereafter in Paragraph No. 22. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.

2. Employee may, at the City’s option, be required to work for the Keokuk Police Department while attending the training program, and may be required to patrol, dispatch, operate computer system, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by. Employee in attendance at the training course and service to the police department, other than drive time to and from the training course, shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.

3. Employee shall have a probationary period consistent with the Personnel Policy and State Law.

4. Employee shall serve as a full-time police officer of the City, after graduation from the Iowa Law Enforcement Academy and meeting all criteria needed to receive proper certification.

5. In consideration for providing for this training, Employee agrees to work for the City as a police officer for at least five (5) years from the date when the Employee graduates from the Iowa Law Enforcement Academy and has met all criteria needed to receive certification.

6. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the City, and Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in Paragraph 10.

7. In the event the Employee voluntarily resigns from the Keokuk Police Department without having served as a certified police officer for at least five years, the employee shall reimburse the City for total training expenses incurred per the following Schedule:

   The amount of reimbursement shall be determined as follows:

   (1.) If a law enforcement officer resigns less than one year following completion of approved training, one hundred percent (100%) of the total training expenses.

   (2.) If a law enforcement officer resigns less than two years but more than one year after the completion of approved training, seventy-five percent (75%). If the officer begins employment with another law enforcement agency in Lee County or in a county adjacent to Lee County, or Iowa Highway Patrol, within this time period, one hundred percent (100%).

   (3.) If a law enforcement officer resigns less than three years but more than two years after completion of approved training, fifty percent (50%). If the officer begins employment with another law enforcement agency in Lee County or in a county adjacent to Lee County, or Iowa Highway Patrol, within this time period, one hundred percent (100%).

   (4.) If a law enforcement officer resigns less than four years but more than three years after completion of the approved training, twenty-five percent (25%). If the officer begins employment with another law enforcement agency in Lee County or in a county adjacent to Lee County, or Iowa Highway Patrol, within this time period, one hundred percent (100%).

8. If the Employee is dismissed during the probationary period or properly terminated by the City without having served as a certified officer for at least five years, the employee shall reimburse the City for the "total training expenses" incurred according to the schedule as defined in paragraph 7. If the employee is dismissed for any other reason, such as reduction in force, the employee shall not be required to pay the City for any unpaid training costs owed.

9. At the end of four years of service as a certified police officer, the amount owed for training expenses by Employee shall be zero dollars.

10. Payment of any training costs owed to the City by Employee shall be made in. consecutive monthly payments in accordance with the following schedule:

Minimum monthly payment	Annual Percentage Rate
$250.00	Four (4) %

The first payment shall be due thirty (30) days after the Employee's separation from employment, and on the same date each month thereafter. Interest shall commence with the employee's date of separation and shall be calculated on the unpaid principal balance to the date of each installment paid with payments being credited first to accrued interest and then to the reduction of principal.

11. If Employee is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, while in the employ of the City, any training expenses shall cease.

12. This agreement may be amended or canceled only upon written agreement of both the City and the Employee.

13. Employee shall notify City of the employee's place of residence while in the employment of the City and/or until such time as the debt for total training expenses is satisfied in full.

14. If reimbursement is not made in accordance with this agreement, the Employee understands that the City at its option may seek Employee's decertification as an Iowa Law Enforcement Officer.

15. This agreement is for the purposes of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the academy.

16. This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit, or proceeding based upon any matter, claim, or controversy arising under this Agreement shall be brought solely in the State Courts located in South Lee County, Iowa. The parties hereto irrevocably waive objection to the venue of the above-mentioned Courts, including any claim that such action, suit, or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

17. If any section, subsection, term, or provision of this Agreement or the application thereof to the Employee, the City, or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement or the application of same to the Employee, the City, or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

18. The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

19. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

20. Both the Employee and the City hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the reimbursement of "total training expenses" by the Employee, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification, or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the Employee and the City. The waiver by either party hereto of a breach of any subsequent breach of that provision or of any other provision or condition in this Agreement.

21. This Agreement is contingent upon passing the medical physical as set out in State of Iowa Code.

21. **TRAINING EXPENSE AND REIMBURSEMENT SCHEDULE AND EMPLOYEE ACKNOWLEDGEMENT FORM**

The following are the estimated training costs for EMPLOYEE for training at the _____Iowa Law Enforcement Academy_________ from ____8/31/2026__________ to ______12/18/2026_________.

Required tuition/training courses cost	$ 6,750.00____
Required training supplies and duty gear, PT clothing, bullet proof Vest	$ 987.00_____
Meals	$ 1,700.00____
Physical	$ 2,000.00____
CVSA	$ 100.00______
MMPI	$ 300.00______
Wages at ILEA	$ 15,327.00____
Mileage	$ 3,236.52_____

Pursuant to the Agreement, EMPLOYEE agrees to reimburse CITY in the following amount:

TOTAL AGREED REIMBURSEMENT AMOUNT **$ 30,400.52**

EXECUTION OF AGREEMENT

Executed this ________ day of __July__________, 2026____.

EMPLOYEE:

____
[Signature]

____
[Printed Name]

CITY OF KEOKUK:

By:___________________________
Mayor

STATE OF IOWA)
) SS
COUNTY OF LEE)

I, _________Landon Rudd _________________________, being first duly sworn on oath, do depose and state that I have read the attached OFFICER TRAINING REIMBURSEMENT AGREEMENT, that I have been provided the opportunity to ask questions about the terms of the Agreement, that my questions regarding the terms of the Agreement have been fully and sufficiently answered, and that I am now satisfied that I understand the terms of the Agreement, specifically and expressly including my obligations as set forth therein.

_____________________________ Employee Date_________

____
Signature

______Landon Rudd___________
Print Name

SUBSCRIBED AND SWORN to before me by _____Landon Rudd_________ this _____ day of ______July___________, 2026____.

____
Notary Public in and for said
County and State