

AGENDA
CITY COUNCIL MEETING
August 20, 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 Council Workshop & Regular Council meeting of August 6, 2026;
 - Cash Receipts & Treasurer's Report for July 2026;
 - Resolution Approving an Urban Revitalization Tax Exemption for Michael & Nolann Thrush, 2018 Missouri Street, 26'x32' detached garage w/8'x26' covered porch;
 - Resolution Approving a Liquor License for Keokuk Labor Fraternal Council, 301 Blondeau Street, Class C Retail Alcohol License, 5-day term effective September 3-7, 2026 - **effective immediately pending dram**;
 - Special Event Permit for Tonya Diamond, Don't You Ever Give Up Suicide Walk, Saturday, September 5, 2026, Rand Park (rain date September 6, 2026);
 - Motion to pay bills and transfers listed in Register No.'s 5557-5559;
7. (a) Now is the time and place for a public hearing on a request for a permanent encroachment permit at 19 N. 7th Street. A public hearing notice was published in the Daily Gate City on August 6, 2026.

(b) Consider resolution granting a permanent encroachment for an ADA Ramp at 19 N. 7th Street, as requested by MBMRE, LLC d/b/a Green Oak Development.
8. Consider resolution awarding a contract with Pierce Fence Company for levee access fencing project.
9. Consider resolution approving 411 agreements with North Risk Partners.
10. SEIRPC Presentation on Elkem Site Cleanup Updates.
11. Consider resolution approving the hiring of a Project Coordinator and setting salary.
12. Council Liaison Reports:
13. Staff Reports:
14. Adjourn Meeting.

MINUTES
COUNCIL WORKSHOP
August 6, 2026
5:00 P.M.

PRESENT: Smidt, Marshall, Walker, Mahoney, Matlick, Andrews, VanBerkum, Bryant, and Greenwald; ABSENT: Dade.

STAFF PRESENT: Ferneau, El Anfaoui, Carroll, and Maerz.

Mayor Smidt discussed the future of Joyce Park, including the possibility of transferring ownership or responsibility of the park to the school district. He provided background information regarding the saddle club and outlined potential future development plans for the park.

With the Council expressing general support for the idea, Mayor Smidt indicated that he plans to present this matter at the School Board meeting on August 17, 2026.

The meeting adjourned at 5:18 p.m.

**MINUTES
CITY COUNCIL MEETING
August 6, 2026
501 Main Street
5:30 P.M.**

The City Council of the City of Keokuk met in regular session on August 6, 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, Doug Matlick, Steve Andrews, Devon Dade, Matt VanBerkum, 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, Waste Water Treatment Plant Manager Tom Wills, and other city staff.

MAYOR'S REPORT: The Mayor read a proclamation acknowledging the 100th Anniversary of Camp Eastman, announced an upcoming celebration, and introduced a local Scoutmaster along with several scouts. The Mayor also shared information regarding the United Way backpack program scheduled from 4:00 p.m. to 7:00 p.m. on August 7. An update was provided from Bill Smith on Iowa 2x4s, noting that the first site has been confirmed for a tiny home. Additionally, the Mayor reminded that the housing assessment will be released on Monday, August 10 at 9:00 a.m. at City Hall.

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

- Minutes of the Regular Council meeting of July 16, 2026;
- Minutes of the Civil Service meeting of July 29, 2026 & Certified List for the Keokuk Fire Department;
- **RESOLUTION NO. 153-2026:** Setting a public hearing on a request for a permanent Encroachment permit at 19 N. 7th Street;
- **RESOLUTION NO. 154-2026:** Approving a Liquor License for The Courtyard on Blondeau, 629 Blondeau Street, Ste 203, Class C Retail Alcohol License – effective August 7, 2026;
- **RESOLUTION NO. 155-2026:** Approving a Liquor License for Lake Cooper Foundation, Big Dam Street Festival, 8 North Water Street, Class C Retail Alcohol License, 5-day term effective September 23-27, 2026;
- **RESOLUTION NO. 156-2026:** Approving a Liquor License for Casa Leon, 300 Main Street, Ste 700, Class C Retail Alcohol License – **effective immediately pending dram;**
- Special Event Permit for Brian Jobe, Rockin' On The River Festival, Saturday, August 22, 2026, 12 p.m. to 12 a.m. at the Rand Park Pavilion;
- Special Event Permit for Lake Cooper Foundation, Big Dam Street Festival, Thursday, September 24-26, 2026, Victory Park, serving alcohol contingent on receiving proof of insurance;
- Appointment of John White to the Historic Preservation Commission, fulfilling a term to expire September 1, 2028;
- Motion to pay bills and transfers listed in Register No.'s 5554-5556;

Mayor Smidt opened the public hearing at 5:39 p.m. on the submission of a CDBG application for Timea Street Sewer Separation Project for the City of Keokuk, Iowa. A public hearing notice was published in the Daily Gate City on July 25, 2026.

COMMENTS: Brittni Rahmus from Southeast Iowa Regional Planning Commission noted the following items that were considered for the process:

Need for and Nature of Proposed Activities:

The City of Keokuk needs to separate its storm sewer infrastructure from the existing sanitary system to reduce sewer overflows in their downstream treatment plant to comply with the EPA Administrative Consent Order (CWA-07-20085-0053) which requires removal of CSO's throughout its sanitary system by 2030.

The project includes the separation of the storm sewer from the sanitary sewer, which entails the installation of a new storm sewer on Timea Street from 7th and 22nd Street and along Palean Street between S. 14th Street, and along S. 13th Street between Palean Street and a storm sewer outlet located in Kiser Park. Also included in the project sewer separation area is 14th street between Timea Street and Palean Street. Roadway reconstruction along 22nd Street between Timea Street and Bank Street. The proposed project will utilize open trench excavation. The entire roadway along the project route from right-of-way to right-of-way will be disturbed and reconstructed in conjunction with the construction.

Date CDBG application will be submitted and is due:

The CDBG application is due September 1st, 2026. SEIRPC will submit the application prior to the deadline.

How the Proposed Activities will be Funded:

Community Development Block Grant (CDBG) Program funds of \$500,000 through the Iowa Economic Development Authority, along with \$1.2 million in loan forgiveness through State Revolving Loan Fund. The City of Keokuk will also request \$1 million from the Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP). This application will be available in November. The remainder of the project will be paid with funds received from the State of Iowa SRF loan program.

Requested Amount of Federal Funds:

The City of Keokuk will request \$500,000 in funding through the Iowa Economic Development Authority (IEDA) Community Development Block Grant (CDBG) Program to assist with the project costs. The City has also secured \$1.2 million in State Revolving Fund (SRF) loan forgiveness

Federal Funds that will Benefit Low-and-Moderate-Income Persons:

51% of the grant funds will benefit the Low-and Moderate-Income persons in the area where the project is located. The City of Keokuk has 61.9% low to moderate income residents according to the 2016-2020 American Census Survey.

Location of Proposed Activity

The project will take place on Timea Street from 7th and 22nd Street and along Palean Street between S. 14th Street, and along S. 13th Street between Palean Street and a storm sewer outlet located in Kiser Park. Also included in the project sewer separation area is 14th street between Timea Street and Palean Street. Roadway reconstruction along 22nd Street between Timea Street and Bank Street.

Plans to minimize displacement and assist those affected

The proposed activities associated with this project will not impact any persons or businesses. Discussion of plans to assist persons displaced is not applicable to this project. In the event of any displacement, the City of Keokuk will adopt a Residential Anti-Displacement and Relocation Assistance agreement to comply with Community Development Block Grant requirements and will update as needed.

The Keokuk City Council discussed how the needs were determined and why they were necessary for the City. Members of the public along with the council discussed the issue of community development and housing needs of LMI and non-LMI residents during a public hearing on August 6th, 2026.

COMMUNITY DEVELOPMENT AND HOUSING NEEDS OF LOW TO MODERATE INCOME INDIVIDUALS

- **Separate combined sewer separation throughout Keokuk-** Ensure that all sewer separation efforts mandated by the EPA are completed within the allotted timeframe. (HIGH)
- **Remove Lead Service Lines (HIGH)**
- **Development of new, affordable housing:** Keokuk, like other rural Iowa towns, has a shortage of affordable housing that is in move-in-ready condition. The City of Keokuk has 5,003 housing units. Of those housing units, 87% are occupied and 13% are vacant. Of the 87% that are occupied, 64% are owner occupied and 36% are renter occupied. (HIGH)
Only 4% of homes in Keokuk were built in 2010 or later

47% of homes in Keokuk were built in 1939 or earlier
- **Housing Rehabilitation:** Keokuk has a high percentage of LMI residents and an aging housing stock. Therefore, the City of Keokuk should help connect residents to resources or help with home improvements. Needed improvements include but are not limited to exterior maintenance, energy efficiency improvements, accessibility enhancements, and more. (HIGH)
- **Reduce nuisances such as dilapidated buildings and junk accumulation-** clean up down/improve neighborhoods/demo blighted housing (HIGH)

- **Safe and Affordable Childcare-** Currently only 5 licensed centers in Keokuk and 4 registered child development homes. Is there a need for 2nd and 3rd shift child care. (HIGH)
- **Improve Streets (HIGH)**
- **Economic Development-** expand the supply of quality, family-supporting jobs in the community (HIGH)
- **Availability of alternate transportation options:** For LMI residents that do not own a car or are unable to drive, the accessibility of alternative transportation modes such as SEIBUS or bike trails is critical to ensure that residents are able to get to work, school, and complete basic needs.(LOW)
- **Parks and Recreation (MEDIUM)**
- **Standing Emergency Room (HIGH)**

OTHER COMMUNITY DEVELOPMENT AND HOUSING NEEDS (FOR NON LMI RESIDENTS)

- **Development of New Housing:** The City supports the development of mid and high value housing to increase its housing stock and bolster growth in the community. Only 4% of the current homes were built in 2010 or later. (HIGH)
- **High-quality housing for senior citizens:** In 2017 Lee County Housing Study found that among all existing “active adult” senior housing units in the Keokuk area, there is not enough market-rate or owner-occupied units to meet projected demand. (MEDIUM)
- **Attract new small businesses and industries to Keokuk (HIGH)**
- **Safe and Affordable Childcare (HIGH)**
- **Reduce nuisances such as dilapidated buildings and junk accumulation (HIGH)**
- **Improve Streets (HIGH)**
- **Downtown Revitalization/Streetscape (MEDIUM)**
- **Comply with EPA Administrative Order to separate combined sewer separation throughout Keokuk (HIGH)**

PLANNED OR POTENTIAL ACTIVITIES TO ADDRESS HOUSING AND COMMUNITY NEEDS IDENTIFIED ABOVE

- Increase access to available housing programs designed to assist Low to Moderate Income Individuals and Families:
 - A. Great River Housing Trust Fund
 - B. Neighborhood Stabilization Program
 - C. Owner-Occupied Rehabilitation Program
 - D. Multi-family new production
- Continue to support BUS and SEIBUS – transportation options for low to moderate income individuals
- Explore options to incentivize housing and business development, such as tax incentives or the formulation of developer packages.
- Increased strength in manufacturing
- Stronger enforcement and other incentives to eliminate property nuisances.

Date of Public Hearing when assessment was prepared: 8/6/2026

Number of residents participating: 18

There being no further comments or objections, Mayor Smidt closed the public hearing at 5:53 p.m.

Motion made by Greenwald, second by Andrews to approve the following proposed **RESOLUTION NO. 157-2026:** “A RESOLUTION SUPPORTING THE CITY OF KEOKUK GRANT APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE TIMEA STREET SEWER SEPARATION PROJECT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Matlick to approve the second reading of an Ordinance amending the code of Ordinances of the City of Keokuk, Iowa, by modifying provisions of Ordinance 2017, the City of Keokuk Natural Gas Franchise, relating to franchise fees.

Roll Call Vote: (9) AYES – Marshall, Walker, Mahoney, Matlick, Dade, Andrews, VanBerkum, Greenwald, and Bryant; (0) NAYS, (0) ABSENT. Motion carried.

Motion made by Matlick, second by Walker to waive the third/final reading of Ordinance.

Roll Call Vote: (9) AYES – Marshall, Walker, Mahoney, Matlick, Dade, Andrews, VanBerkum, Greenwald, and Bryant; (0) NAYS, (0) ABSENT. Motion carried.

Motion made by Mahoney, second by Bryant to adopt and give final approval of **ORDINANCE NO. 2065**: Amending the code of Ordinances of the City of Keokuk, Iowa, by modifying provisions of Ordinance 2017, the City of Keokuk Natural Gas Franchise, relating to franchise fees.

Roll Call Vote: (9) AYES – Marshall, Walker, Mahoney, Matlick, Dade, Andrews, VanBerkum, Greenwald, and Bryant; (0) NAYS, (0) ABSENT. Motion carried.

Motion made by Bryant, second by Matlick to approve the following proposed **RESOLUTION NO. 158-2026**: “ A RESOLUTION AUTHORIZING SKYLER WEILANDICH A WAGE INCREASE AT THE WRRF.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 159-2026**: “ A RESOLUTION AUTHORIZING THE APPROVAL OF A SERVICE AGREEMENT WITH GPM OF OMAHA, NEBRASKA FOR THE MAINTENANCE AND REPAIR OF THE CITY’S FIRST FLUSH STUDY EQUIPMENT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Mahoney to approve the following proposed **RESOLUTION NO. 160-2026**: “ A RESOLUTION APPROVING SALARY INCREASE FOR ALICIA JONES & BRETT DAVIS AT THE POLICE DEPARTMENT (RECORDS).” (9) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Greenwald to approve the following proposed **RESOLUTION NO. 161-2026**: “ A RESOLUTION APPROVING SALARY INCREASE FOR NIGHT SHIFT SERGEANT POSITION AT THE POLICE DEPARTMENT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Marshall to approve the following proposed **RESOLUTION NO. 162-2026**: “ A RESOLUTION APPROVING AMENDMENT TO EMPLOYEE HANDBOOK.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Mahoney to approve the resolution amending hunting rules associated with the City of Keokuk Urban Deer Management Program. Council discussed and would like clarification or change on “parental guardian.” Motion made by Matlick, second by Greenwald to table item. (9) AYES, (0) NAYS. TABLED.

Motion made by Walker, second by Dade to approve the following proposed **RESOLUTION NO. 163-2026**: “ A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PILOT GROVE SAVINGS BANK FOR BANKING SERVICES.” (8) AYES, (1) NAY – Marshall. Motion carried.

Motion made by Mahoney, second by Bryant to approve the following proposed **RESOLUTION NO. 164-2026**: “ A RESOLUTION APPROVING WEB SERVICES AGREEMENT.” (9) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Baum reported that the blown engine in a squad car will be covered under warranty. Carroll provided updates on the 10th Street and Bel Air street projects, as well as the Public Safety roof project. Wills reported a sewer overflow at 3rd Street and Des Moines. Ferneau informed the Council of an upcoming EPA site visit related to the Elkem site. He also provided updates from the Personnel Committee regarding open positions and from the Finance Committee regarding health insurance, including the possibility of offering multiple plan options. Ferneau reminded the Council of the goal-setting session scheduled for September 26 and the Iowa League of Cities meeting in September. He also acknowledged receipt of a thank-you letter from the Rand Park Pavillion for funding.

Motion made by Walker, second by Mahoney to adjourn meeting at 7:19 p.m.

CASH RECEIPTS
JULY 2026

General Fund	\$	285,417.52
Park Maint/Improv Total	\$	401.00
Road Use Tax	\$	187,072.06
Employee Benefit Total	\$	68,167.03
Sales Tax - Human Dev Total	\$	156,621.16
Economic Development Total	\$	92,136.36
Housing Development Total	\$	250,000.00
Library Trust Total	\$	326.65
Debt Service Total	\$	51,595.04
Cap Proj.Elkem/Brownfield Total	\$	2,080.00
Cap Proj - Facility/Equip Total	\$	641,983.95
WPC Maint/Operation Total	\$	256,995.17
WPC Impr Reserve Total	\$	53.61
Solid Waste Total	\$	94,414.37
Municipal Bridge Total	\$	3,049.06
Internal Service Fund Total	\$	55,938.39
TOTAL	\$	2,146,251.37

TREASURER'S REPORT
CALENDAR 7/2026, FISCAL 1/2027

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	2,140,639.86	285,417.52	1,238,314.41	109,614.33	1,297,357.30
002	PARK MAINT/IMPROV	146,207.16	401.00	.00	.00	146,608.16
003	POLICE ASSET FUND/FORFE	1,273.50	.00	200.00	.00	1,073.50
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,749,743.72	187,072.06	235,940.16	20,816.80	1,721,692.42
112	EMPLOYEE BENEFIT	1,015,934.88	68,167.03	6,404.19	.00	1,077,697.72
119	EMER - TAX LEVY	.00	.00	.00	.00	.00
121	SALES TAX - HUMAN DEV	1,241,288.57	156,621.16	.00	.00	1,397,909.73
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	1,034,537.51	.00	.00	.00	1,034,537.51
160	ECONOMIC DEVELOPMENT	1,764.95	92,136.36	30,000.00	.00	63,901.31
165	HOUSING DEVELOPMENT	.00	250,000.00	.00	.00	250,000.00
167	LIBRARY TRUST	125,884.40	326.65	.00	.00	126,211.05
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	80,816.61	.00	.00	.00	80,816.61
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	.00	.00	.00	.00	.00
200	DEBT SERVICE	705,848.56	51,595.04	2,850.00	.00	754,593.60
301	CAPITAL IMPROV PROJECTS	3,790,670.26	.00	156,385.83	.00	3,634,284.43
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP SOUTHEAST IA DEV CT	53,724.67-	.00	4,838.13	.00	58,562.80-
304	CAP PROJ ELKEM/BROWNIE	21,794.41-	2,080.00	131,620.63	.00	151,335.04-
305	CAP AIRPORT PROJ	367,702.22-	.00	.00	.00	367,702.22-
306	CAP PROJ-FACILITY/EQUIP	6,113.25-	641,983.95	18,886.75	.00	616,983.95
500	PERPETUAL CARE	522,787.79	.00	.00	.00	522,787.79
610	WPC MAINT/OPERATION	2,003,139.60	256,995.17	309,856.24	24,922.88	1,975,201.41
611	WPC IMPR RESERVE	635,701.76	53.61	10,947.18	.00	624,808.19
612	SEWER MAINT EQUIP REPL	.00	.00	.00	.00	.00
613	WAT POL CONTR CAP	138,182.49	.00	13,976.00	.00	124,206.49
614	SEWER IMPROV RESERVE	31,570.28	.00	.00	.00	31,570.28
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	331,233.02	94,414.37	122,208.50	13,087.79	316,526.68
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	1,654,607.70	3,049.06	43,951.35	11,538.50	1,625,243.91
810	INTERNAL SERVICE FUND	64,239.44	55,938.39	56,512.73	.00	63,665.10
Report Total		18,138,878.86	2,146,251.37	2,382,892.10	179,980.30	18,082,218.43

RESOLUTION NO.

**A RESOLUTION APPROVING AN URBAN REVITALIZATION TAX
EXEMPTION**

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

WHEREAS, Applications have been submitted;

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

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

- 2018 Missouri Street - Michael & Nolann Thrush – 26’ x 32’ detached garage w/ 8’ x 26’ covered porch.

Passed & Approved this 20th day of August 2026.

Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

APPLICATION FOR URBAN REVITALIZATION EXEMPTION

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

Property Owner Name: **Michael/Nolann Thrush**

Property Owner Address: **2018 Missouri Street**

Address of Residential Property
Claimed for Exemption: **2018 Missouri Street**

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

1. If applicable, describe in detail the new construction for which an exemption is claimed:
26' x 32' detached garage w/ 8' x 26' covered porch
2. If applicable, describe in detail the reconstruction of existing buildings or structures:
3. Was prior approval given by the City Council for this exemption?
Yes: ☐ (by Res. No. _____) No: ☒
4. Estimated costs of the improvements? **\$30,000.00**
5. Estimated or actual date of completion? **May 1, 2026**
6. Please provide the names of tenants that occupied the building on April 1, 2001. See Iowa Code Section 404.6 with regard to relocation expenses of tenants.

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


Signature of Applicant

Property Owner
Title

8-14-24
Date

FOR ASSESSOR USE ONLY

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

Assessor Signature

Date

August 14, 2026

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

Honorable Mayor:

Please accept this application for urban revitalization tax exemption (as adopted by City Ordinance No. 1716) for my improvement project located at **2018 Missouri Street**

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

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

My project is (describe in detail): **26' x 32' detached garage w/ 8' x 26' covered porch**

The estimated cost of the completed project is **\$30,0000** and it will be completed on, **May 1, 2026.**

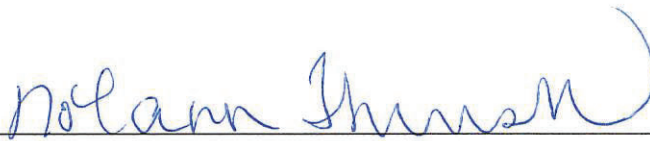
The tenants that now occupy the property are the same tenants that occupied the property on April 1, 2001, or I am the owner-occupant, or:

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

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

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

Sincerely,



Property Owner(s) Signature

RESOLUTION NO.

**A RESOLUTION APPROVING A SPECIAL CLASS C RETAIL ALCOHOL
LICENSE FOR KEOKUK LABOR TEMPLE, 5 DAY TERM EFFECTIVE
SEPTEMBER 3-7, 2026**

WHEREAS, Application has been made by Keokuk Labor Fraternal Council for a Special Class C Retail Alcohol License 5-day term effective September 3-7, 2026, for Keokuk Labor Fraternal Council, 301 Blondeau 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, Keokuk Labor Fraternal Council 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 Special Class C Retail Alcohol License for Keokuk Labor Fraternal Council, 301 Blondeau Street, 5-day term to be effective September 3-7, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 20th day of August 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

Make It Yours
KEOKUK
I O W A

**SPECIAL EVENTS APPLICATION &
HOLD HARMLESS AGREEMENT**

Please complete all sections of this application. An incomplete application will be returned to applicant. Once all required documentation and signatures are received, only then will it be considered by the City Administrator, Police Chief, Fire Chief and Public Works Director for final approval. Application must be submitted at least **30 days** prior to the date of the event.

Some permits for events may require additional time for approval
(For example: Parades requiring use of a state highway)

PLEASE RETURN TO: Keokuk Municipal Building to the Attention of the City Administrator

1. APPLICANT INFORMATION

Applicant: Conya Diamond
Name/Event: Don't You Ever give up
Coordinator: Conya Diamond
Mailing Address: 3565 Lake Rd Keokuk, IA
Daytime Phone #: 319 795 7654 Evening Phone #: _____
Email Address: tholmes-79@hotmail.com

2. EVENT INFORMATION

Type of Event: family friendly activities/ Suicide walk
Days/Dates of Event: 9/5/20 if rain 9/6/20
Time(s) of Event: (Include Set Up/Tear Down Time)
7am-10pm
Event Location: Rand park

Will event require an alcohol license or require modification of an existing license? Yes X No

3. REQUEST INFORMATION (Check All Applicable Lines)

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

- ☐ Temporarily park in a "No Parking" area (specify location :)
- ☐ Temporarily close a street for a block party (specify street :)
- ☐ Temporarily install structure in street right-of-way
- ☐ Permanently install structure in street right-of-way
- ☒ Use of City Park (specify park :) *Rand Park family fun games & activities & fishing*
- ☐ Parade (attach map of route and indicate streets to be closed)
- ☒ Walk/Run (attach map of route and indicate streets to be closed) *walk will be in the park*
- ☐ Banner (specify location :)
- ☐ Tent(s) to be used - over 400 sq ft or canopies over 1,000 sq ft
- ☐ Fireworks (specify location :)
- ☒ Other (please specify :)

4. ITEMS REQUESTED FROM THE CITY OF KEOKUK (\$25 rental fee required per item requested)

- ☒ Street barricades
- ☐ Emergency "No Parking" Signs
- ☐ Other (please specify :)

5. SOUND SYSTEMS

NOTE: You must comply with the City of Keokuk Code of Ordinances and any requirements attached to this permit.

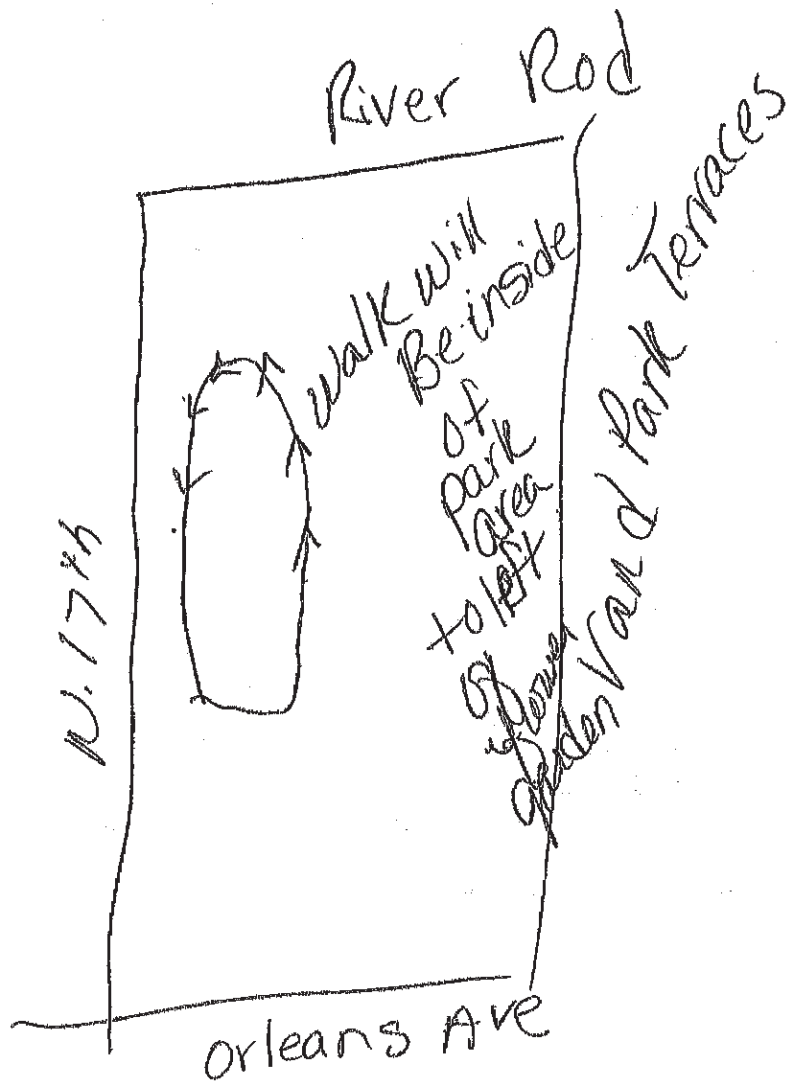
Duration of event: 11am-9pm

Please indicate if the following will be used:

- ☐ Amplified Sound/Speaker System
- ☐ Public Address System

- ☒ Recorded Music
- ☐ Live Music

Please Draw a Map of Event Area or Attach a Drawing to the Application



6. **SANITATION**

Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.

Will additional restrooms be brought to the site? _____ Yes ☒ No _____ If yes, how many? _____

Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person: Donya Diamond Address: 3565 Lake Rd Keokuk
Daytime Phone: 319 795-7654 Evening Phone: " "

7. **SECURITY**

Certified personnel are required by the Chief of Police at the applicant's expense for all events requiring an alcohol license. At a minimum, 2 police officers certified in the State of Iowa will be required, no exceptions. What type of security will be provided?

_____ Number of Off-Duty Police Officers

Names:

8. **INSURANCE**

Applicant shall obtain and maintain a general liability insurance policy naming the City of Keokuk as additional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an event on public property. For events requiring an alcohol license, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. For all other events held on public property, the minimum amount of coverage for the general liability insurance policy will be \$500,000. This application will not be considered by the City of Keokuk until the proper insurance certificate is submitted and approved by the City Administrator.

_____ Certificate of Insurance provided and accepted _____ Certificate of Insurance not required

9. AGREEMENT

In consideration of the City of Keokuk, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Keokuk, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Keokuk, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Keokuk, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS
RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE
TERMS AND CONDITIONS AS SET FORTH HEREIN.


Applicant/Sponsor Signature


Date

DEPARTMENT APPROVALS

The request has been reviewed by the undersigned and recommended for approval with the condition as noted:

POLICE DEPARTMENT

Signature: _____

Date: _____

Recommended Conditions: _____

FIRE DEPARTMENT

Signature: _____

Date: _____

Recommended Conditions: _____

PUBLIC WORKS DEPARTMENT

Signature: _____

Date: _____

Recommended Conditions: _____

OTHER

Signature: _____

Date: _____

Recommended Conditions: _____

CITY ADMINISTRATOR APPROVAL (City Council Approval)

City Administrator Signature

Date

Approved: _____

Denied: _____

CONDITIONS IMPOSED: _____

Date of City Council Approval (if required): _____



DYEINC0-01

MCAPILI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2026

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

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

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742	CONTACT NAME: Certificate Team	
	PHONE (A/C, No, Ext): 877-308-9663	FAX (A/C, No): 916-400-2625
	E-MAIL ADDRESS: certs@inszoneins.com	
INSURED D. Y. E., Inc. 3565 Lake Rd Keokuk, IA 52632-9525	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 15350	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			C58594900	9/5/2026	9/6/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification Of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Keokuk
501 Main St.
Keokuk, IA 52632

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

AUTHORIZED REPRESENTATIVE

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 AUGUST 20, 2026.

REGISTER NO. 5557

AMI PIPE & SUPPLY	PARTS/SUPPLIES SEWR PUMP TRUCK	\$	53.00
KEOKUK MUNICIPAL WATER WORKS	GARBAGE/SEWER BILLING	\$	3,815.00
GATE CITY PUBLISHING	PUBLICATIONS	\$	1,386.30
GRAY QUARRIES, INC	CM9 ROADROCK/PEA GRAVEL ST.DPT	\$	4,161.49
RIVER CITY PARTS, INC.	PARTS	\$	102.54
ACCESS SYSTEMS	SERVICE	\$	294.72
S. J. SMITH WELDING SUPPLY	GAS RENTALS	\$	42.61
TASKE FORCE, INC.	SERVICE	\$	6,774.00
GALLS, LLC	2 DUTY BELT/VELCRO KPD	\$	53.30
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$	1,014.44
ALLIANT	SERVICE	\$	50,090.55
THE CARDBOARD BOX	UPS CHARGES WWTP	\$	247.15
HACH COMPANY	WPC LAB SUPPLIES	\$	79.65
CENTURY LINK	SERVICE	\$	327.43
GREAT RIVER REGIONAL WASTE	SERVICE	\$	11,683.65
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES WPC	\$	4,982.79
TRUCK REPAIR, INC	PARTS SANITATION #29	\$	383.76
MEYERS PLUMBING	RAND PARK MATERIAL/LABOR	\$	396.60
SHOEMAKER & HAALAND	SERVICE	\$	665.23
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION 6/29-7/26/26	\$	1,160.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$	854.25
KEOKUK CONTRACTORS, INC	CONTRACT WORK	\$	9,315.00
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$	790.00
HUFFMAN MACHINE & WELDING, INC	SUPPLIES/PARTS PARKS DEPT.	\$	71.76
ENDERLE HEATING & A/C COMPANY	1CASE 18X20 FILTERS SANITATION	\$	106.32
SHOTTENKIRK, INC	PARTS	\$	43.62
PER MAR SECURITY SERVICES	SERVICE	\$	770.28
GREAT RIVER READY MIX CO	CONCRETE RAND PARK	\$	629.36
PATTERSON PLUMBING & HEATING	PATCH 1' WATER LINE GRAND THEATRE	\$	120.00
NORTH CENTRAL LABORATORIES	LAB SUPPLIES WPC	\$	77.69
NIEMANN FOODS, INC./ACE	PARTS/SUPPLIES	\$	1,584.63
INGRAM LIBRARY SERVICES	BOOKS KEOKUK PUBLIC LIBRARY	\$	31.98
FASTENAL COMPANY	PARTS/SUPPLIES	\$	94.31
USA BLUE BOOK	PARTS WWTP	\$	2,761.67
SIRCHIE	SUPPLIES KPD	\$	23.63
AT&T MOBILITY	SERVICE	\$	730.28
BOOKPAGE	ANNUAL SUBSCRIPTION SEPT26-27	\$	438.00
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$	(470.20)
O'REILLY AUTOMOTIVE INC.	PARTS	\$	2,064.25
ROBERT ROSE	ANNUAL LEASE PAYMENT	\$	500.00

REGISTER NO. 5558

MEDIACOM	SERVICE	\$	78.25
LCL FARMS INC.	AUG.2026 BIO SOLID SPREADING	\$	6,695.00
IMI EQUIPMENT, LLC	JD PARTS BRIDGE DEPT.	\$	1,262.90
BARCO PRODUCTS COMPANY	2-55GAL RECEPTACLE DOME LID COMB	\$	1,921.99
LEXISNEXIS RISK DATA	SERVICE KPD	\$	155.77
STACEY J. HAWKINS	KILBOURN PARK REMOVE TREE	\$	800.00
KEVIN B. FEEHAN	VEGETATION CONTROL VARIOUS LOC	\$	12,477.00
ARNOLD REFRIGERATION, INC.	J#3589 PARTS/MATERIAL WWTP	\$	488.00
RAILROAD MANAGEMENT COMPANY	SEWER PIPELINE LICENSE FEES	\$	458.76
LEE COUNTY TREASURER	FILING FEE SPECIAL ASSESSMENT	\$	235.00
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING @ CITY HALL	\$	140.00
ROQUETTE AMERICA INC.	FRANCHISE FEE REFUNDS	\$	23,526.86
CARD SERVICES	FINANCE CHARGE MC2125 LIBRARY	\$	10.97
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$	36.00
RUNGE FAMILY RESIDUARY TRUST	ANNUAL LEASE PAYMENT	\$	400.00
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$	1,748.02
WEST CENTRAL FS INC.	BULK FUEL	\$	25,807.20
KARL CHEVROLET	2026 CHEVY TAHOE KPD	\$	48,240.20
VERIZON WIRELESS	SERVICE	\$	159.87
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$	63.99
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$	405.00
ARMSTRONG TRACTOR LLC	PARTS	\$	474.98
CINTAS CORP	SERVICE	\$	2,424.02
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$	83.07
AXON ENTERPRISE, INC	EQUIPMENT KEOKUK POLICE DEPT.	\$	16,866.48
DAILY GATE CITY	SUBSCRIPTION RENEWAL CITY HALL	\$	157.00
RADIO KEOKUK	ADVERTISING JULY 2026	\$	500.00
STEVEN R LONG	CITY HALL JANITORIAL & SUPPLIES	\$	627.45
MCCLURE ENGINEERING CO	AIRPRT RECON.TAXIWAY A&D LIGHT	\$	1,268.35
SHARED IT INC	IT SERVICES	\$	2,716.00
TRI-STATE HEATING & ELECTRIC	NUISANCE MOWINGS	\$	900.00
VERTICAL COMMUNICATIONS INC.	SERVICE	\$	199.37
NAPA AUTO PARTS	PARTS/CREDITS ON ACCOUNT	\$	0.73
SCOTT'S ULTRA CLEAN LLC	JANITOR SERVICE KPD AUG.2026	\$	550.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$	258.38
SchraGIS Solutions	GIS MAINTENANCE	\$	600.00
3RD GENERATION ELECTRIC INC	MATERIAL/LABOR @ POLICE DEPT.	\$	677.95
CIVICPLUS LLC	SUPPLEMENTATION/COPIES/HOSTING	\$	3,844.19
L.J. ROTH RESTORATION SERVICE	1417 EXCHANGE/212 DES MOINES	\$	26,751.91
BODDEKER BOATS LLC	BOAT MAINTENANCE FIRE DEPT.	\$	252.00
ELITE LAWN AND LANDSCAPE LLC	NUISANCE CLEANUPS	\$	3,655.00
HEY BRUCE INC.	MOWING/EQUIPT.MAINT.@ AIRPORT	\$	1,545.00
CARROLL CONSTRUCTION SUPPLY	PATCHCRETE ACRYLIC/POWDER POOL	\$	152.64

REGISTER NO. 5559

JONES CONTRACTING CORP.	APP#3 BELAIR ST.RECONSTRUCTION	\$	205,747.96
CENGAGE LEARNING INC./GALE	KEOKUK PUBLIC LIBRARY	\$	52.50
EOCENE ENVIRONMENTAL GROUP,INC	PROFESSIONAL SERVICES	\$	39,341.09
TEST INC.	WPC BIOSOLIDS	\$	490.00
POINTE COMMERCIAL	BATTERY DEODORIZER LIBRARY	\$	14.90
HTS NEXUS	SERVICE GRAND THEATRE	\$	108.35
AMAZON CAPITAL SERVICES	ACCT#AMKYO160ZJIAO LIBRARY	\$	390.07
SOUTHEAST IOWA REGIONAL	ACCT#196007 JOSEPH D MCNALLY	\$	264.01
INSZONE INSURANCE SERVICES,INC	POLICY#823 ADD KIOTI TRACTOR	\$	624.00
CODE 4 PUBLIC SAFETY EMBLEMS,	SUPPLIES KEOKUK POLICE DEPT.	\$	418.80
LONDON RUDD	UNIFORM ALLOWANCE KPD	\$	900.00
		\$	546,218.02



COUNCIL ACTION FORM

Date: August 14, 2026

Presented By: Broomhall

Subject: Hold public hearing for encroachment permit request Agenda Item: 7 a & b

Description:

The City has received a request from MBMRE, LLC d/b/a Green Oak Development for a permanent encroachment into the public right-of-way at 19 N. 7th Street to allow for the installation and maintenance of an ADA access ramp. Because the proposed ramp will occupy a portion of the public right-of-way, City Council approval is required. A public hearing is also required before the City Council takes final action on the permanent encroachment.

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

Set public hearing

Date

August 6, 2026

Recommendation:

Staff recommends that the City Council conduct the required public hearing and, following the hearing, consider approval of the permanent encroachment for 19 N. 7th Street, subject to the conditions outlined in the proposed resolution. The property owner would be responsible for construction, maintenance, repair, and any future removal or relocation of the ramp if required by the City

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

A RESOLUTION GRANTING A PERMANENT ENCROACHMENT FOR AN ADA RAMP AT 19 N. 7TH STREET, AS REQUESTED BY MBMRE, LLC d/b/a GREEN OAK DEVELOPMENT

WHEREAS, the City of Keokuk, Iowa, has received a request from MBMRE, LLC d/b/a Green Oak Development for a permanent encroachment into the public right-of-way adjacent to 19 N. 7th Street for the installation and maintenance of an Americans with Disabilities Act (ADA) access ramp; and

WHEREAS, the proposed ADA ramp is intended to provide accessible pedestrian access to the property and improve accessibility for persons with disabilities; and

WHEREAS, the City Council has determined that the proposed encroachment is appropriate and will not unreasonably interfere with the public use of the right-of-way, provided the encroachment is constructed and maintained in accordance with applicable City requirements; and

WHEREAS, the City Council has determined that granting the permanent encroachment is in the best interests of the City, subject to the conditions contained herein.

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

1. Permanent Encroachment Granted. The City Council hereby grants to MBMRE, LLC d/b/a Green Oak Development a permanent encroachment into the public right-of-way adjacent to 19 N. 7th Street for the construction, installation, and maintenance of an ADA access ramp, subject to the terms and conditions of this Resolution and encroachment policy.
2. Location and Construction. The ADA ramp shall be constructed in substantially the location and configuration presented to and approved by the City. The ramp shall comply with all applicable federal, state, and local accessibility, building, and safety requirements.
3. Maintenance and Repair. The property owner shall be solely responsible for the maintenance, repair, replacement, and upkeep of the ADA ramp and all associated improvements located within the public right-of-way.
4. No Interference with Public Improvements. The encroachment shall not interfere with the City's ability to construct, maintain, repair, replace, or improve streets, sidewalks, utilities, drainage facilities, or other public improvements.
5. Removal or Relocation. If the City determines that the ADA ramp must be removed or relocated due to a public improvement, utility work, public safety concern, or other legitimate municipal purpose, the property owner shall remove or relocate the ramp at the property owner's expense upon reasonable notice from the City.
6. Liability. The property owner shall be responsible for any damage to public property or facilities resulting from the construction, installation, maintenance, repair, replacement, or removal of the ADA ramp.
7. Acceptance of Conditions. Acceptance and use of the permanent encroachment constitutes acceptance by the property owner of all terms and conditions contained in this Resolution.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute any documents necessary to effectuate the permanent encroachment granted by this Resolution.

Passed & Approved this 20th day of August.

Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



ENCROACHMENT PERMIT APPLICATION

City Hall

501 Main Street

Planning & Zoning

319-524-2050 Ext. 2209

The adopted Encroachment Policy represents the City of Keokuk's position with regard to proposed encroachments and the private use of public right-of-way within the corporate limits of the City of Keokuk, Iowa. In the context of this application, "public right-of-way" refers to all public sidewalks; street and alley right-of-way; and parks, open space, and other properties or lots owned or controlled by the City of Keokuk.

This Encroachment Permit Application solely covers encroaching on the public right-of-way and by no means covers other permits or licenses required by individuals or businesses to bring or have merchandise for the purpose of selling the merchandise within the corporate limits of the City of Keokuk.

Encroachment Policy for the City of Keokuk is on file with the City Development Department.

1) GENERAL INFORMATION

Address/Location of Encroachment 19 N 7th St.

Name of Applicant: Green Oak Development, Jacob Mohrfeld

Address: 1124 Ave. H Fort Madison, IA Phone: (319) 372-5536

Signature of Applicant: Jacob M. Mohrfeld Digitally signed by Jacob M. Mohrfeld
DN: cn=Jacob M. Mohrfeld, o=Green Oak Development, ou=Green Oak Development, email=jacob.mohrfeld@greenoakdevelopment.com, c=US Date: 07/14/2026

Name of Property Owner: MBMRE Green Oak Development Phone: (319) 372-5536

Signature of Property Owner: [Signature] Date: 07/14/2026

Type of Permit Requested: ☒ **PERMANENT** ☐ TEMPORARY ☐ VERTICAL

Length of Time Requested for Permit: Indefinitely

2) ENCROACHMENT INFORMATION

Describe the requested encroachment (use back of sheet if necessary). What is it, what does it include, height, dimensions, hours of operation, reason seeking encroachment, how it will be managed, etc:

ADA Ramp Entrance into 19 N 7th st. Ramp will
be 4' wide and 17' long. Incline starts near the
alley and will slope up heading towards main
street. Landing will be 4' x 6'. All ADA
requirements will be met. ADA approved steel
handrail/fall rail will be constructed to meet code
with ramp.

PLEASE MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED, WERE APPLICABLE.

SUBMITTAL INFORMATION

- ____ **SITE PLAN MUST BE SUBMITTED:** showing proposed encroachments, building outline and dimensions, property lines and dimensions, driveways, and all easements and utilities that are in the vicinity of the proposed encroachments.
- ____ **PICTURE/ILLUSTRATION:** including dimensions of proposed encroachment including special features.
- ____ **FORMS:** Copy of Insurance Certificate or Special Endorsement Form – releasing the City, its elected boards, officers, agents, and employees from liability or the above mentioned as being additional insured.
- ____ **HEALTH CERTIFICATE** (if applicable – selling food or drink) with expiration date: _____

The **applicant** Green Oak Development, Jacob Mohrfeld, agrees to construct all encroachments in accordance with the Keokuk Encroachment Policy and all other applicable ordinances and regulations of the City of Keokuk, Iowa, and further agrees to hold the City harmless from any liability incurred as a result of the placement of any encroachment.

Jacob M. Mohrfeld

Digitally signed by Jacob M. Mohrfeld
DN: C=US, E=Jacob@mohrfeldelectric.com,
O=Mohrfeld Electric, OU=Mohrfeld Electric, CN=Jacob
M. Mohrfeld
Date: 2026.07.14 15:28:17-05'00'

Signature of Applicant

07/14/2026

Date

DEVELOPMENT DEPARTMENT REVIEW

Conditions or explanation: _____

Community Development Director

Date

Public Works

Date

• **TEMPORARY / VERTICAL ENCROACHMENT APPROVAL:**

APPROVED

☐

DENIED

☐

Authorized Signature Date

OFFICE USE ONLY

Permit Type: _____

Fee: \$ _____

Dates Allowed: _____

Paid: _____ / _____ / _____

Zoning District: _____

Historic District: _____

5) DEFINITIONS

ENCROACHMENT – To intrude or infringe upon the property of another. An individual or business setting anything in the public right-of-way, whether it be permanent, temporary, continuous, or special event in nature. Examples of items that would encroach include: tables, chairs, benches, furniture, clothing racks, signs, stairs, railings, ramps, planters, and awnings.

PERMANENT ENCROACHMENT – Any item permanently attached to the ground or because of size or weight cannot be relocated without special equipment or large expense. The encroaching item is considered permanent if it is not the intent of the applicant to move the item after it is in place. An encroachment that may be moved, but will remain for an extended period of time or continually, would be considered a permanent encroachment (A-frame sign). Examples include but are not limited to benches, planters, ramps, steps, stairs, awnings, signs, and balconies.

PUBLIC RIGHT-OF-WAY – Land owned or controlled by the local, state, or federal government, usually over which facilities such as roads, highways, railroads, or power lines are built. In most cases this would include the area between the street and the private property line.

SPECIAL EVENT – Something designated for a particular occasion such as Crazy Days and other Main Street sponsored events, neighborhood block party, etc.

TEMPORARY ENCROACHMENT – Any item that is not permanent or fixed in nature and can be moved from one location to another. Examples include but are not limited to tables, chairs, clothing racks, planters, benches, and temporary signs.

VERTICAL ENCROACHMENT – Any item that projects over the public right-of-way and is located eight feet (8') above grade or higher.

6) APPLICATION PROCEDURE AND FEES

- Application shall contain all necessary information requested by the permit.
- **\$30** non-refundable administrative fee required for all encroachment permits.

Permanent Encroachment Permit

- Non-refundable permit fee: *Commercial / Industrial - **\$250** *Residential - **\$50**
- The Development Department may request any additional information for review prior to consideration by City Council.
- Application should include a list of adjacent property owners to the proposed encroachment – these individuals will be notified of the public hearing by the Development Department.
- A permanent encroachment permit application requires a public hearing before the City Council for approval, which will take approximately 30-45 days.

Temporary Encroachment Permit

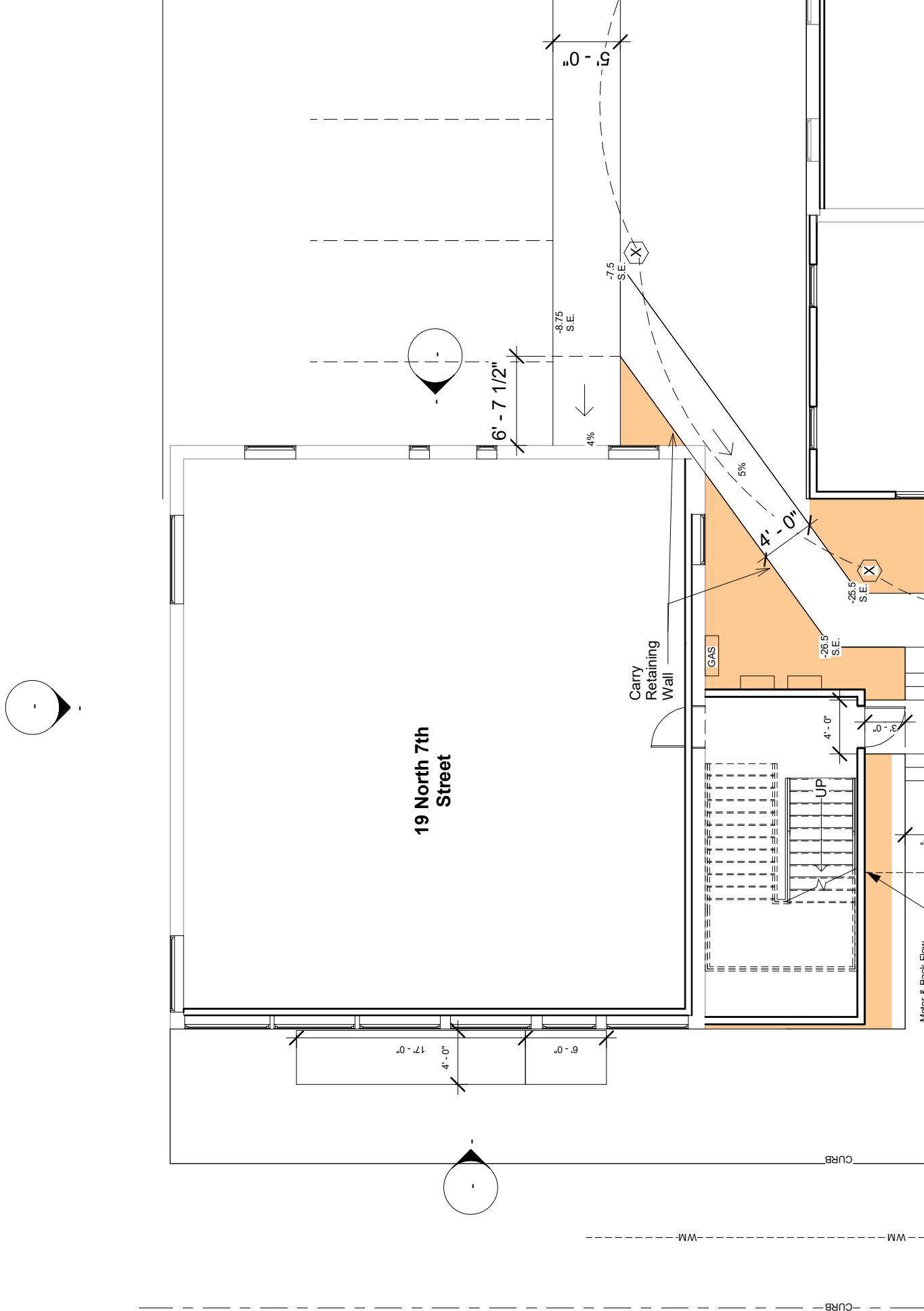
- Non-refundable permit fee: *Three (3) day - **\$20** *One (1) week - **\$40**
* Three (3) month - **\$100** *Six (6) month - **\$160**
- The Development Department and Public Works may request any additional information for review. Application should include a signed statement from adjacent property owners who are giving permission to the applicant to locate the encroachment in front of their property.
- A temporary encroachment will go to the Development Department and Public Works Departments for review and approval. This takes approximately 2-14 days.

Vertical Encroachment Permit

Non-refundable permit fee: *Vertical - **\$50**, no renewal required unless otherwise specified.

The Development Department may request any additional information for review prior to consideration by the City Council.

A vertical encroachment will go to the Development Department for review and then will be forwarded to the City Council for approval; this takes approximately 7-14 days.





COUNCIL ACTION FORM

Date: August 20,2026

Presented By: Brian Carroll, PWD

Subject: Levee Access Fencing Project Agenda Item: 8

Description:

The City solicited bids for the installation of fencing at designated levee access locations. The project is intended to improve security, restrict unauthorized vehicle access, and protect critical levee infrastructure while maintaining access for authorized personnel and emergency responders.

Three bids were received:

Pierce Fence Company	\$13,998.00
D & N Fencing Co., Inc.	\$14,354.00
CCS	\$16,953.00

After reviewing the bids, staff has determined that Pierce Fencing Company submitted the lowest responsive and responsible bid and recommends awarding the project to Pierce Fencing Company in the amount of \$13,998.00.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 001-140-6710 Title: CAPTIAL

Amount Budgeted: _____

Actual Cost: \$13,988

Under/Over: _____

Funding Sources:

Departments:

Flood Control

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDING THE CONTRACT WITH PIERCE FENCE
COMPANY FOR LEVEE ACCESS FENCING PROJECT**

WHEREAS, the City solicited bids for the installation of fencing at designated levee access locations; and

WHEREAS, the project is intended to improve security, restrict unauthorized vehicle access and protect critical levee infrastructure while maintaining access to authorized personnel and emergency responders; and

WHEREAS, three bids were received with the lowest responsive and responsible bid submitted by Pierce Fence Company of Ottumwa, IA, in the amount of \$13,998; and

WHEREAS, staff recommends awarding the contract to Pierce Fence Company.

NOW THEREFORE LET IT BE HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the City Council hereby awards the contract for the Levee Access Fencing Project to Pierce Fence Company of Ottumwa, in the amount of \$13,998.

Passed this 20th day of August 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui

ESTIMATE

Pierce Fence Company, Pierce
Fabrication Co. & Steel Works,
P&L Locating Services
702 W. Main St.
Ottumwa, IA 52501

estimates@piercefenceco.com
+6416823848
www.piercefenceco.com



Bill to
City of Keokuk
501 Main St.
Keokuk, IA 52632

Ship to
City of Keokuk
501 Main St.
Keokuk, IA 52632

Estimate details

Estimate no.: 3741

Estimate date: 08/07/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	Keokuk Levee---			\$13,998.00
			Install approx. 126' of 6' tall 9 ga. galv chain link fence 2- 12' double drive gates Using 3" ss40 term/gate post Using 2 1/2" ss40 line post Using 1 5/8" top rail *Using our "no dig" system			
Total						\$13,998.00

Accepted date

Accepted by



QUOTE

Friday, August 07, 2026

D & N Fence Co., Inc.

"Craftsmanship at its finest"

4000 Blairs Ferry Rd. NE
Cedar Rapids, IA 52411
Phone: (319)-393-0468
Fax: (319)-393-0667
Email: office@dnfence.com

TO: City of Keokuk
Attn: John Reiter
PH: 319-524-2050 Ext. 2208
Email: jreiter@cityofkeokuk.org

Project: Keokuk River Levee Fencing

To supply and install 126' of 6' tall galvanized chain link fence with 2- 12'x6' double gate \$14,335.00

NOTE!!! The customer is responsible for obtaining their own permit (if required), clearing and staking the fence line, and locating all private underground utilities.

Our prices are guaranteed for 10 days.

Accounts Payable Address _____

Accounts Payable Email _____

Accounts Payable Phone _____

Sign _____ Date _____

Quotation prepared by: Bruce Earhart

THANK YOU FOR YOUR BUSINESS!



Commercial Contracting Services

300 Main Street | ste 200 | Keokuk, Iowa 52632
319-313-9226 | Kevin@ccskeokuk.com | www.ccskeokuk.com

RECIPIENT:

Bob Weis

1300 Exchange Street
Keokuk, Iowa 52632

Quote #2147483611

Sent on Jul 13, 2026

Total \$16,953.00

Product/Service	Description	Total
Labor	Put up 2 sections of fence down at the river to keep traffic off level - Installation of 141' of 6', 9 gauge Galvanized Commercial Chain Link Fence 4" Gate Posts - Each section to have 14' gates for entry 4" Gate Posts 3" Terminal Posts 2 1/2" Line Posts 2 - 14' DD Gates All posts set in readymix concrete. Price includes all labor material and equipment	\$16,953.00

Total \$16,953.00

All residential projects necessitate a 50% down payment to secure scheduling. Upon receipt of this payment, we will confirm the project start date. CCS guarantees all craftsmanship and labor against defects for a period of 90 days from the date of final project sign-off. If a defect in workmanship appears within this period, the Contractor will repair or replace it at no additional cost to the homeowner." IF outside the 90 days, the homeowner will be responsible." "This guarantee strictly covers new work performed by CCS It does not cover pre-existing structural issues, subfloor damage, settling of the foundation, mold, or prior improper electrical/plumbing installations." "This guarantee is rendered completely void if any person other than CCS or their authorized subcontractors alters, modifies, repairs, or tampers with the completed work." The guarantee is valid only if the homeowner performs normal, routine maintenance as instructed in the product manuals. Damage from homeowner neglect, abuse, or acts of God is completely excluded." QUOTE IS FOR ROUGH BACKFILL ONLY, WE ARE NOT RESPONSIBLE FOR ANY SETTLING OR LANDSCAPING unless stated otherwise.

Any additional work or materials No warranties are expressed or implied apart from those supplied by the manufacturer. Payment in full to be due within 15 days of the final invoice. Cash, check, or credit card payments are accepted. Credit card payments are subject to a service fee of 3.25%. Past due accounts will be subject to service charge of 2% per month, 24% per year. CCS reserves the right to lien any real property that has been improved for failure to pay.



COUNCIL ACTION FORM

Date: 8/20/26

Presented By: Jim Ferneau

Subject: Resolution Approving North Risk Partners Agreements Agenda Item: 9

Description:

The City is responsible for covering the medical and prescription needs for both our current and retired eligible Chapter 411 of the Code of Iowa members (police and fire department personnel covered under the Municipal Fire and Police Retirement System of Iowa (MFPRSI). These include claims associated with injuries actually incurred while in the line of duty or diseases automatically presumed to have been associated with the employee's work. Chapter 411 requires that we cover these expenses solely at the City's expense. The two agreements that would be approved by this Resolution with North Risk Partners are for medical expenditures and prescription expenditures respectively. As noted, this is noted in the materials, the agreements allow for claims to be written down, with North Risk Partners being reimbursed based on the savings they incur on our behalf.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: Varies Title: Insurance

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:

Recommend Approval.

Recommend Approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

A RESOLUTION APPROVING 411 AGREEMENTS WITH NORTH RISK PARTNERS

WHEREAS, the City of Keokuk, Iowa emergency services employees who are covered by the State of Iowa's Chapter 411 retirement system as provided in the Code of Iowa; and

WHEREAS, the City Council of the City of Keokuk desires to ensure that the City's employees receive medical services as defined in Chapter 411; and

WHEREAS, North Risk Partners can assist in the processing of claims associated with medical services the City has responsibility for as defined in Chapter 411 of the Code of Iowa; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the attached 411 Agreements with North Risk Partners are hereby approved.

PASSED, APPROVED, AND ADOPTED this 20th day of August 2026.

Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui- City Clerk

411 AGREEMENT

THIS AGREEMENT is made effective the 20th day of August 2026 by and between NORTH RISK PARTNERS, LLC a licensed third-party administrator with its principal place of business located at 615 Horseshoe Drive, Suite G, Grinnell, IA 50112 (hereafter referred to as “NRP”), and the City of Keokuk (hereafter referred to as “City”).

RECITALS

WHEREAS, NRP has an exclusive agreement with Midlands Choice, Inc., which arranges the provision of medical services by health care providers for contracting groups.

WHEREAS, NRP has developed and markets a Plan (as hereinafter defined) product that allows Plan Sponsors (*e.g.*, municipalities in the State of Iowa, and as hereinafter defined) to offer coverage (*e.g.*, health, medical) to eligible employees and retirees of such Plan Sponsors and which meets the conditions of Chapter 411 (*Retirement System for Police Officers and Fire Fighters*) of the Iowa Code;

WHEREAS, NRP’s agreement with Midlands Choice for health care related services will allow the City to experience cost savings for various health care services and procedures required by employees or retired employees covered under Iowa Code Section 411 for eligible medical conditions; and

WHEREAS, both parties agree to satisfy all terms set forth in this Agreement subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, City and NRP hereby agree as follows:

TERMS OF AGREEMENT

1. DEFINITIONS

- 1.1 “NRP” shall mean North Risk Partners, LLC.
- 1.2 “Agreement” shall mean this Agreement between City and NRP, as well as all exhibits and attachments hereto, as may be amended and modified from time to time.
- 1.3 “City” shall mean the City of Keokuk, Iowa.
- 1.4 “Claim” shall mean a request from a Participating Medical Provider or a Cardholder to process and adjudicate a Covered Medical Service for an Eligible Member.
- 1.5 “Eligible Member” shall mean an employee or former employee who has a medical condition in which the City is financially liable for medical treatment under Iowa Code Chapter 411.
- 1.6 “Participating Provider” shall mean a duly licensed physician or medical facility that has signed an Agreement with Midlands Choice to provide Medical and Health Care related Services to Eligible Members in accordance with the requirements in such agreement.
- 1.7 “Physician” shall mean any Doctor of Medicine or other health care practitioner who is legally authorized to prescribe Drug Products in the state(s) in which he/she is licensed.
- 1.8 “Plan” (or “411 Plan”) shall mean the agreement or other arrangement between an Eligible Member and his/her Plan Sponsor that entitles the Eligible Member to receive reimbursement for, or payment of, medical expenses, including, without limitation, Covered Medications, and which meets the conditions of Chapter 411 (*Retirement System for Police Officers and Fire Fighters*) of the Iowa Code.

- 1.9 “Plan Sponsor” shall mean any city or municipality in the State of Iowa that offers a 411 Plan to pay for Covered Medications dispensed to Eligible Members and is a current or potential Client of NRP.

2. DUTIES OF NRP

- 2.1 NRP will provide City’s Eligible Members a card to use when using approved medical services.
- 2.2 Claims Processing:
- 2.2.1 Upon the completion of eligible health care service, the medical provider shall submit a claim to NRP as the City’s third-party administrator.
- 2.2.2 NRP will forward claim to the City for approval of medical service along with response form to be sent back.
- 2.2.3 City shall email signed response form back to NRP approving or denying the claim as 411 eligible. If denied, NRP’s processing of this claim will end.
- 2.2.4 Upon approval of claim, NRP will process the physician’s invoice for re-pricing through Midlands Choice.
- 2.2.5 Upon re-pricing of claim, NRP will send City an invoice with the lower cost and the cost of administrative services provided by NRP (25% of the total savings). Example: original medical appointment costs \$100.00, upon re-pricing it now costs \$60.00. NRP would bill the City \$70.00 (\$60.00 plus \$10.00, which is 25% of the savings from re-pricing).
- 2.2.6 City shall make payment to NRP within 10 days of receiving invoice and NRP will make payment to medical provider.
- 2.3 NRP will maintain the confidentiality of all medical, prescription, and other healthcare information relating to Eligible Members, whether received from the City or Midlands Choice or otherwise received or created by NRP with respect to the City, at all times in accordance with applicable federal and state laws and regulations. In performing its obligations hereunder, NRP acknowledges that it may be required to receive and/or disclose individually identifiable “protected health information” as such term is defined in the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations governing privacy and security of certain information thereunder (“HIPAA”). Accordingly, NRP acknowledges that it is a “Business Associate” of the City, as such term is defined in Section 160.103 of the HIPAA privacy regulations, and NRP further represents and warrants that it has executed a Business Associate agreement with the City as required by HIPAA. Further, NRP acknowledges that Midlands Choice also is a Business Associate of the City, and therefore, each City will agree to a Business Associate Addendum, which shall be an addendum to the City’s Agreement presented by NRP for execution.
- 2.4 NRP has contracted with Midlands Choice to utilize its health care provider network for group savings on medical claims.

3. DUTIES OF CITY

- 3.1 City shall distribute to Eligible Members a card, as provided by NRP for use when using approved medical services for 411 covered conditions.
- 3.2 City shall provide NRP, thirty (30) days prior to the Start Date and as necessary thereafter, Eligible Member information, including, but not necessarily limited to, Cardholder name, Cardholder identification number, Cardholder address, Cardholder birth date, Cardholder eligibility begin date, and Cardholder eligibility end date. City agrees that NRP may act in reliance upon the accuracy of all Eligible Member information received from City.

- 3.3 City may not constrain NRP from communicating with Eligible Members and/or their Physicians, when necessary, to carry out their obligations.
- 3.4 City acknowledges and agrees that although City may have delegated to NRP certain of City's obligations or responsibilities, Client is ultimately responsible for discharging all of the duties and obligations of the City under this Agreement.
- 3.5 City shall pay NRP for all billed medical costs including an administrative fee of 25% of the cost savings from the re-pricing of medical services.
- 3.6 City shall pay a fee of \$20.00 per occurrence if a claim is submitted more than once for payment to NRP.

4. TERM

- 4.1 The term of this Agreement shall commence on the "Start Date," which shall be the 20th day of August 2026, and shall continue through June 30, 2027 (the "Initial Term"). This Agreement shall be deemed to be renewed thereafter for successive periods of one (1) year each (each, a "Renewal Term"), unless either party hereto shall give to the other at least ninety (90) days' written notice, prior to the expiration of the Initial Term or any then-current Renewal Term, of its intention to either terminate this Agreement or to renegotiate the provisions hereof.
- 4.2 Any party to this Agreement may terminate such Agreement, as applicable, if the other party materially breaches its obligations. The termination must be by written notice specifically identifying the breach, and such termination shall become effective thirty (30) days after the notice, unless the breach is corrected during the thirty (30)-day period (the "Cure Period").

- 4.3 City acknowledges and agrees that NRP shall be the exclusive provider to City with respect to medical services plans for any and all 411 Plans offered by Plan Sponsors or insurance providers in the State of Iowa.

5. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

- 5.1 NRP and City are separate and independent entities. They recognize that they are neither partners nor joint venturers and that they are not liable for the debts and obligations of each other. City specifically acknowledges that NRP shall have no fiduciary duties whatsoever to City or any Eligible Member either arising under this Agreement or under any Plan.
- 5.2 NRP shall indemnify and hold harmless City, and its officers, members, shareholders, employees, successors, other agents and permitted assigns (collectively, "City Indemnitees") from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by City and/or City Indemnitees arising out of or as a result of any breach of this Agreement by NRP, or the gross negligence or willful misconduct of NRP, or its officers, directors, employees or other agents, or its successors and assigns, in connection with the performance of any of their respective obligations under this Agreement.
- 5.3 City shall indemnify and hold harmless NRP and NRP Indemnitees, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by NRP and/or NRP Indemnitees arising out of or as a result of (i) the breach of City's Agreement; (ii) the negligence of City, or its officers, directors, employees or other agents, or its successors and assigns, in connection any of their respective obligations under the this Agreement; (iii) any legal defects in the design of the Plan or the Medical Benefit thereunder; (iv) the implementation of the Plan's Medical Benefit design (e.g., any provision or denial or treatment or coverage whether by omission, decision, or design, etc.); (v) the payment of fraudulent claims or filing of fraudulent medical services if the fraud is committed by an Eligible Member or any other third party other than NRP; and, (vi) City's denial of treatment or coverage whether by omission, decision or design.
- 5.4 City acknowledges and agrees that NRP does not have any liability whatsoever to City, or Eligible Members for the acts or omissions of any Participating Provider or for the provision of any health care related services,

including, but not necessarily limited to, any of the following: (i) any actual or alleged malpractice, negligence or misconduct of any Participating Medical Provider; or (ii) the services, medical recommendations, or any communication between the Eligible Member and the medical provider under this Agreement.

5.5 No provision of this Agreement is intended to create, nor shall be deemed or construed to create any relationship between City and NRP other than that of independent entities contracting with each other solely for the purpose of fulfilling the provisions of this Agreement. No party hereto, nor any of their respective representatives, shall be construed to be the agent, the employer, or the representative of any other party unless specifically listed in this agreement.

5.6 Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the City and NRP, and their respective successors or assigns, any rights, remedies, obligation, or liabilities whatsoever.

6. MISCELLANEOUS

6.1 The terms of this Agreement shall be governed by the laws of the State of Iowa.

6.2 This Agreement may not be amended, supplemented or changed in any manner except by a written instrument executed by the parties.

6.3 This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns. Either party hereto may assign its respective rights hereunder to any successor or assign as long as such successor or assign also assumes all of the obligations of the party making such assignment.

6.4 The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be to give the effect of any exclusion or limitation herein.

6.5 Any notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid.

6.6 In the event of the unenforceability or invalidity of any section or provision of this Agreement, such section or provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other section or provision of this Agreement, and this Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the date first written above.

NORTH RISK PARTNERS, LLC:

CITY OF KEOKUK:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

411 AGREEMENT

THIS AGREEMENT is made effective the 20th day of August 2026, by and between NORTH RISK PARTNERS, LLC, a licensed third-party administrator with its principal place of business located at 615 Horseshoe Drive, Suite G, Grinnell, IA 50112 (hereafter referred to as “NRP”), and the City of Keokuk (hereafter referred to as “City”).

RECITALS

WHEREAS, NRP has an exclusive agreement with MedImpact, which provides and administers pharmacy benefit management (“PBM”) services, as described in the attached Master Service Agreement, for Plan Sponsors that include Clients of NRP;

WHEREAS, NRP has developed and markets a Plan (as hereinafter defined) product that allows Plan Sponsors (*e.g.*, municipalities in the State of Iowa, and as hereinafter defined) to offer coverage (*e.g.*, health, medical, prescription drug coverage) to eligible employees and retirees of such Plan Sponsors and which meets the conditions of Chapter 411 (*Retirement System for Police Officers and Fire Fighters*) of the Iowa Code;

WHEREAS, NRP’s agreement with MedImpact for PBM services will allow the City to experience cost savings for various prescription drug purchases made by employees or retired employees covered under Iowa Code Section 411 for eligible medical conditions;

WHEREAS, MedImpact is willing to provide its PBM services to 411 Clients of NRP, and therefore accepts such engagement by NRP; and

WHEREAS, both parties agree to satisfy all terms set forth in this Agreement subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, City and NRP hereby agree as follows:

TERMS OF AGREEMENT

1. DEFINITIONS

- 1.1 “NRP” shall mean North Risk Partners, LLC.
- 1.2 “Agreement” shall mean this Agreement between City and NRP, as well as all exhibits and attachments hereto, as may be amended and modified from time to time.
- 1.3 “City” shall mean the City of Keokuk, Iowa.
- 1.4 “Claim” shall mean a request from a Participating Pharmacy or a Cardholder to process and adjudicate a Covered Medication for an Eligible Member.
- 1.5 “Eligible Member” shall mean an employee or former employee who has a medical condition in which the City is financially liable for medical treatment under Iowa Code Chapter 411.
- 1.6 “Participating Pharmacy” shall mean a duly licensed pharmacy that has signed a Pharmacy Services Agreement (or similarly named agreement) with MedImpact to provide Pharmacy Services to Eligible Members in accordance with the requirements in such agreement.
- 1.7 “Physician” shall mean any Doctor of Medicine or other health care practitioner who is legally authorized to prescribe Drug Products in the state(s) in which he/she is licensed.

- 1.8 “Plan” (or “411 Plan”) shall mean the agreement or other arrangement between an Eligible Member and his/her Plan Sponsor that entitles the Eligible Member to receive reimbursement for, or payment of, medical expenses, including, without limitation, Covered Medications, and which meets the conditions of Chapter 411 (*Retirement System for Police Officers and Fire Fighters*) of the Iowa Code.
- 1.9 “Plan Sponsor” shall mean any city or municipality in the State of Iowa that offers a 411 Plan to pay for Covered Medications dispensed to Eligible Members and is a current or potential Client of NRP.

2. DUTIES OF NRP

- 2.1 NRP will facilitate through MedImpact the distribution of prescription drug cards to the City’s Eligible Members to use when purchasing approved medications.
- 2.2 NRP will maintain the confidentiality of all medical, prescription, and other healthcare information relating to Eligible Members, whether received from the City or MedImpact or otherwise received or created by NRP with respect to the City, at all times in accordance with applicable federal and state laws and regulations. In performing its obligations hereunder, NRP acknowledges that it may be required to receive and/or disclose individually identifiable “protected health information” as such term is defined in the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations governing privacy and security of certain information thereunder (“HIPAA”). Accordingly, NRP acknowledges that it is a “Business Associate” of the City, as such term is defined in Section 160.103 of the HIPAA privacy regulations, and NRP further represents and warrants that it has executed a Business Associate agreement with the City as required by HIPAA. Further, NRP acknowledges that MedImpact also is a Business Associate of the City, and therefore, each City will agree to a Business Associate Addendum, which shall be an addendum to the City’s Agreement presented by NRP for execution.
- 2.3 NRP has contracted with MedImpact to provide Pharmacy Benefit “Administration Services”, including, but not limited to, the processing and adjudication of Claims for Covered Medications submitted by Participating Pharmacies for Eligible Members.
- 2.4 NRP will provide City with access to re-pricing of prescription drug purchases through MedImpact’s Participating Pharmacies, upon the Eligible Member presenting a valid and current identification card (or form) at Participating Pharmacies signifying their entitlement to such Covered Medications.
- 2.5 Upon receiving a bill from the Participating Pharmacy, MedImpact shall bill the City for prescription drug services as re-priced through its participating pharmacies; such bill shall include an administrative charge of \$2.00 per prescription for the services provided by NRP.
- 2.6 NRP and MedImpact shall use reasonable efforts to provide City with assistance in coordinating and responding to formal complaints or appeals from Eligible Members under the Plan.

3. DUTIES OF CITY

- 3.1 City shall distribute to Eligible Members a card, as provided by NRP or MedImpact, for use when purchasing 411 eligible prescription drug medications.
- 3.2 City, either directly or through NRP, shall provide MedImpact, thirty (30) days prior to the Start Date and as necessary thereafter, Eligible Member information, including, but not necessarily limited to, Cardholder name, Cardholder identification number, Cardholder address, Cardholder birth date, Cardholder eligibility begin date, and Cardholder eligibility end date. City or NRP shall provide such information in a format agreeable to MedImpact. City agrees that NRP and MedImpact may act in reliance upon the accuracy of all Eligible Member information received from City.
- 3.3 City may not constrain NRP or MedImpact from communicating with Eligible Members and/or their Physicians, when necessary, to carry out their obligations.

3.4 City acknowledges and agrees that although City may have delegated to NRP certain of City's obligations or responsibilities, Client is ultimately responsible for discharging all of the duties and obligations of the City under this Agreement.

3.5 City shall pay MedImpact for all PBM services as billed by MedImpact; which shall include a per prescription fee of \$2.00 for services provided by NRP.

4. TERM

4.1 The term of this Agreement shall commence on the "Start Date," which shall be the 20th day of August, 2026, and shall continue through June 30, 2027 (the "Initial Term"). This Agreement shall be deemed to be renewed thereafter for successive periods of one (1) year each (each, a "Renewal Term"), unless either party hereto shall give to the other at least ninety (90) days' written notice, prior to the expiration of the Initial Term or any then-current Renewal Term, of its intention to either terminate this Agreement or to renegotiate the provisions hereof.

4.2 Any party to this Agreement may terminate such Agreement, as applicable, if the other party materially breaches its obligations. The termination must be by written notice specifically identifying the breach, and such termination shall become effective thirty (30) days after the notice, unless the breach is corrected during the thirty (30)-day period (the "Cure Period"). MedImpact shall provide PBM services on all Covered Medications submitted prior to the termination date.

4.3 City acknowledges and agrees that NRP shall be the exclusive provider to City with respect to PBM services (including, but not limited to, Specialty Drugs provided under the Pharmacy Benefit) for any and all 411 Plans offered by Plan Sponsors in the State of Iowa.

5. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

5.1 NRP and City are separate and independent entities. They recognize that they are neither partners nor joint venturers and that they are not liable for the debts and obligations of each other. City specifically acknowledges that NRP shall have no fiduciary duties whatsoever to City or any Eligible Member either arising under this Agreement or under any Plan.

5.2 NRP shall indemnify and hold harmless City, and its officers, members, shareholders, employees, successors, other agents and permitted assigns (collectively, "City Indemnitees") from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by City and/or City Indemnitees arising out of or as a result of any breach of this Agreement by NRP, or the gross negligence or willful misconduct of NRP, or its officers, directors, employees or other agents, or its successors and assigns, in connection with the performance of any of their respective obligations under this Agreement.

5.3 City shall indemnify and hold harmless NRP and NRP Indemnitees, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by NRP and/or NRP Indemnitees arising out of or as a result of (i) the breach of City's Agreement; (ii) the negligence of City, or its officers, directors, employees or other agents, or its successors and assigns, in connection any of their respective obligations under the this Agreement; (iii) any legal defects in the design of the Plan or the Pharmacy Benefit thereunder; (iv) the implementation of the Plan's Pharmacy Benefit design (*e.g.*, any provision or denial or treatment or coverage whether by omission, decision, or design, etc.); (v) the payment of fraudulent claims or filing of fraudulent prescriptions if the fraud is committed by an Eligible Member or any other third party other than NRP; and, (vi) City's denial of treatment or coverage whether by omission, decision or design.

5.4 City acknowledges and agrees that NRP does not have any liability whatsoever to City, or Eligible Members for the acts or omissions of any Participating Pharmacy or for the provision of Pharmacy Services, including, but not necessarily limited to, any of the following: (i) any actual or alleged malpractice, negligence or

misconduct of any Participating Pharmacy; or (ii) the sale, compounding, dispensing, failure to sell, manufacture or use of any Drug Product dispensed to an Eligible Member under this Agreement.

5.5 No provision of this Agreement is intended to create, nor shall be deemed or construed to create any relationship between City and NRP other than that of independent entities contracting with each other solely for the purpose of fulfilling the provisions of this Agreement. No party hereto, nor any of their respective representatives, shall be construed to be the agent, the employer, or the representative of any other party except for the limited purpose stated in Section 8.8 below.

5.6 Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than City, NRP and MedImpact, and their respective successors or assigns, any rights, remedies, obligation, or liabilities whatsoever.

6. MISCELLANEOUS

6.1 The terms of this Agreement shall be governed by the laws of the State of Iowa.

6.2 This Agreement may not be amended, supplemented or changed in any manner except by a written instrument executed by the parties.

6.3 This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns. Either party hereto may assign its respective rights hereunder to any successor or assign as long as such successor or assign also assumes all of the obligations of the party making such assignment.

6.4 The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be to give the effect of any exclusion or limitation herein.

6.5 Any notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid.

6.6 In the event of the unenforceability or invalidity of any section or provision of this Agreement, such section or provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other section or provision of this Agreement, and this Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the date first written above.

NRP:
(NORTH RISK PARTNERS, LLC)

By: _____

Name: _____

Title: _____

CITY OF KEOKUK:

By: _____

Name: _____

Title: _____



COUNCIL ACTION FORM

Date: August 20, 2026

Presented By: Brian Carroll, PWD

Subject: Project Coordinator Hire Agenda Item: 11

Description:

Following the recruitment and interview process for the Project Coordinator position, staff recommends the hiring of Rachel Welker to fill the vacancy. Ms. Welker was selected based on her qualifications, experience, and interview performance and is well-suited to perform the administrative and operational responsibilities of the position in support of the Community Development and Public Works Departments.

The proposed starting annual salary is \$48,500, which is within the recommended compensation schedule and budget for the position.

Staff recommends that the City Council approve the hiring of Rachel Welker as Project Coordinator at an annual salary of \$48,500, with a start date of September 8, 2026, contingent upon the successful completion of all required pre-employment requirements.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Multiple

Departments:

Multiple

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:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING THE HIRING OF A PROJECT COORDINATOR
AND SETTING SALARY**

WHEREAS, the City of Keokuk has completed the recruitment and selection process of Project Coordinator; and

WHEREAS, has determined Rachel Welker to meet the qualifications, knowledge, and skills for the position; and

WHEREAS, the position and associated funding are included in the approved Fiscal Year 2026–2027 budget; and

WHEREAS, the recommended starting annual salary for the position is \$48,500.00, with a start date of September 8, 2026.

NOW THEREFORE LET IT BE HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that Rachel Welker be hired to the position of Project Coordinator with an annual salary of \$48,500.00 effective September 8, 2026.

Passed this 20th day of August 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui