

AGENDA
CITY COUNCIL MEETING
September 17, 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 Civil Service meeting of September 1, 2026, and the Certified List for Keokuk Police Department;
 - Minutes of the Regular Council meeting of September 3, 2026;
 - Minutes of the Civil Service meeting of September 9, 2026, and the Certified List for Keokuk Fire Department;
 - Cash Receipts & Treasurer's Report for August 2026;
 - Resolution Approving a Liquor License for Dollar General #2385, 300 Main Street, Class B Retail Alcohol License – effective September 21, 2026,
 - Resolution Approving a Liquor License for American Legion, Keokuk Post #41, 727 Main Street, Class C Retail Alcohol License – effective September 28, 2026;
 - Motion to pay bills and transfers listed in Register No.'s 5562-5564;
7. Consider resolution approving the Annual Financial Report for the Fiscal Year ending June 30, 2026.
8. Consider resolution approving master agreement for professional services including Task Order 1 Regulatory Support Services with HDR Engineering, Inc. for Wastewater Regulatory Compliance.
9. Consider resolution accepting the return of property located at 604 Grand Avenue, Keokuk, Iowa.
10. Consider resolution authorizing the execution of an agreement with Iowa Economic Development Authority nuisance property and abandoned building remediation fund.
11. Council Liaison Reports:
12. Staff Reports:
13. Adjourn Meeting.

Civil Service Meeting (Minutes)

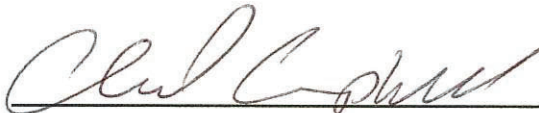
9/1/2026 at 11:20am

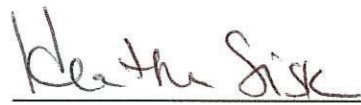
Keokuk High School

Present: Chief Zeth Baum, Heather Sisk (commissioner), and Chad Campbell (commissioner)

1. Meeting called to order by Chief Zeth Baum at 11:20a
2. Roll Call-Chad Campbell and Heather Sisk present
3. New Business
 - a. Certify Civil Service promotional list for the rank of Sergeant
 - i. On 8/26/26 and 8/28/26 promotional exams for the rank of Sergeant were held at the Keokuk Police Department. Those that passed the list, in order of highest score, include: Phil Dunlap, Zach Mullin, Nick Smidt, Mason Schau
 1. Motion to approve the list by Heather Sisk, seconded by Chad Campbell. Motion carried unanimously.
4. Old Business
 - a. None
5. Motion to adjourn by Chad Campbell at 11:22am. Seconded by Heather Sisk. Motion carried unanimously.

*Public notice of the meeting was posted at the Keokuk Police Department in the 24-hour access lobby.


CHAD CAMPBELL
Keokuk Civil Service Commission


HEATHER SISK
Keokuk Civil Service Commission

**CIVIL SERVICE COMMISSION
CITY OF KEOKUK
PROMOTIONAL TESTING**

**AS A RESULT OF POLICE DEPARTMENT PROMOTIONAL
EXAMINATIONS CONDUCTED AUGUST 26th and 28th, 2026, THE CIVIL
SERVICE COMMISSION HEREBY SUBMITS THE FOLLOWING AS
ELIGIBLE FOR THE RANK OF SERGEANT.**

IN ORDER BY HIGHEST SCORE:

PHILLIP DUNLAP

ZACH MULLIN

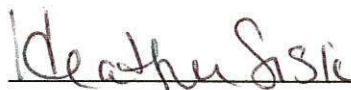
NICK SMIDT

MASON SCHAU

DATED AT KEOKUK, IOWA THIS 1ST DAY OF SEPTEMBER 2026.



CHAD CAMPBELL
Keokuk Civil Service Commission



HEATHER SISK
Keokuk Civil Service Commission

MINUTES
CITY COUNCIL MEETING
September 3, 2026
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on September 3, 2026, at 501 Main Street. Mayor Mark Smidt called the meeting to order at 5:30 p.m. There were seven council members present, two absent. Todd Marshall, Tyler Walker, Kathie Mahoney, Doug Matlick, Steve Andrews, Michael Greenwald and Roger Bryant, were present. Devon Dade and Matt VanBerkum were absent. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Community Development Director Pam Broomhall, Police Chief Zeth Baum, Assistant Police Chief Andrew Whitaker, Waste Water Treatment Plant Manager Tom Wills as well as other city staff.

MAYOR'S REPORT: The Mayor read a statement from Insight regarding grant funding requirements necessary to continue with emergency care facility plans. Bruce Billings was sworn in as Sergeant with the Keokuk Police Department.

CITIZENS' COMMENTS: Amanda Rogers, Project Director of The Best You Coalition, provided an update on upcoming events and services. James Rauner expressed concerns regarding snow removal on City sidewalks and the bridge on South 7th Street.

Motion made by Mahoney, second by Andrews to approve the agenda, including the consent agenda. (7) AYES, (0) NAYS. Motion carried.

- Minutes of the Regular Council meeting of August 20, 2026;
- Re-appointment of Risa Langedal and Sylvia Mills-Echols to the Keokuk Housing Authority, term to expire September 5, 2028;
- Motion to pay bills and transfers listed in Register No.'s 5560-5561;

Motion made by Greenwald, second by Andrews to approve initial reading of an Ordinance establishing Chapter 11.20 in the Code of Ordinances of the City of Keokuk, Iowa, regulating after-hours access and loitering on city owned property.

Roll Call Vote: (7) AYES – Marshall, Walker, Mahoney, Matlick, Andrews, Greenwald, and Bryant; (0) NAYS, (2) ABSENT – Dade and VanBerkum. Motion carried.

Motion made by Mahoney, second by Marshall to waive the second and third reading of the Ordinance.

Roll Call Vote: (7) AYES – Marshall, Walker, Mahoney, Matlick, Andrews, Greenwald, and Bryant; (0) NAYS, (2) ABSENT – Dade and VanBerkum. Motion carried.

Motion made by Greenwald, second by Mahoney to adopt & give final approval of **ORDINANCE NO. 2066:** Establishing Chapter 11.20 in the Code of Ordinances of the City of Keokuk, Iowa, regulating after-hours access and loitering on city owned property.

Roll Call Vote: (7) AYES – Marshall, Walker, Mahoney, Matlick, Andrews, Greenwald, and Bryant; (0) NAYS, (2) ABSENT – Dade and VanBerkum. Motion carried.

Motion made by Bryant, second by Matlick to approve the following proposed **RESOLUTION NO. 171-2026:** “A RESOLUTION APPROVING AGREEMENT WITH MOJESKI & MASTERS TO PROVIDE ANNUAL INSPECTION OF THE KEOKUK MUNICIPAL BRIDGE.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Mahoney, second by Walker to approve the following proposed **RESOLUTION NO. 172-2026:** “A RESOLUTION APPROVING HIRING OF A COMMUNITY DEVELOPMENT DIRECTOR AND SETTING THE WAGE FOR THE POSITION.” (7) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Wills reported that a new operator has started at the plant and that Matt Briggs is training with the goal of eventually filling the position previously held by Bell. Ferneau informed the Council of a Data Center town meeting scheduled for Thursday, September 24, 2026, at 5:00 p.m. at the Heritage Center. He noted the importance of tracking community members' opinions to gauge public sentiment regarding the topic. Ferneau also provided an update on the Southeast Iowa Development Center.

Motion made by Walker, second by Marshall to adjourn the meeting at 5:58 p.m.

CITY OF KEOKUK

CIVIL SERVICE COMMISSION

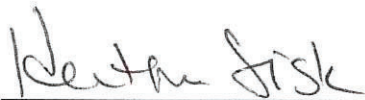
September 9, 2026

The Keokuk Civil Service Commission met on September 9, 2026 at 12:41 p.m. at Keokuk High School-Keokuk, Iowa. Commissioners present for the meeting were Heather Sisk and Chad Campbell. The purpose of the meeting was to certify entry level test results for the Keokuk Fire Department. The Keokuk Fire Department testing was completed on August 27th and 29th, 2026. We hereby certify the following list of candidates (listed in order by highest score) eligible for hire at the Keokuk Fire Department.

1. Zane Humphry
2. Brett Thomure
3. Shawn Caviness

With no further business, the meeting adjourned at 12:42 p.m.

Respectfully submitted by:



Heather Sisk, Keokuk Civil Service Commissioner



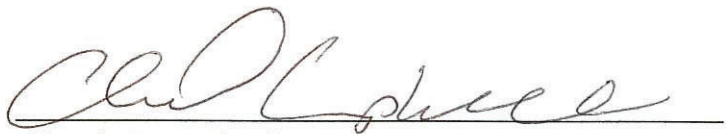
Chad Campbell, Keokuk Civil Service Commissioner

**CIVIL SERVICE COMMISSION
CITY OF KEOKUK
September 9, 2026**

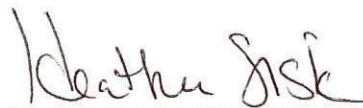
As a result of Civil Service testing conducted on August 27th and 29th, 2026, the Keokuk Civil Service Commission hereby submits the following list of eligible certified applicants for the Keokuk Fire Department. Ranked according to their final score:

**Zane Humphry
Brett Thomure
Shawn Caviness**

Dated at Keokuk, Iowa this 9th day of September 2026.



Chad Campbell
Keokuk Civil Service Commission



Heather Sisk
Keokuk Civil Service Commission

**CASH RECEIPTS
AUGUST 2026**

General Fund	\$	508,159.95
Park Maint/Improv Total	\$	8,365.41
Road Use Tax	\$	145,251.52
Employee Benefit Total	\$	4,957.73
Sales Tax - Human Dev Total	\$	123,446.36
Economic Development Total	\$	34,817.00
Library Trust Total	\$	1,419.95
Capital Improv Project Totals	\$	1,000.00
Perpetual Care	\$	267.50
WPC Maint/Operation Total	\$	269,303.84
WPC Impr Reserve Total	\$	52.40
Solid Waste Total	\$	93,774.12
Municipal Bridge Total	\$	26,636.63
Internal Service Fund Total	\$	59,069.95
TOTAL	\$	1,276,522.36

TREASURER'S REPORT
CALENDAR 8/2026, FISCAL 2/2027

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	1,297,357.30	508,159.95	851,550.71	1,972.25-	951,994.29
002	PARK MAINT/IMPROV	146,608.16	8,365.41	3,241.93	.00	151,731.64
003	POLICE ASSET FUND/FORFE	1,073.50	.00	.00	.00	1,073.50
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,721,692.42	145,251.52	213,074.97	2.09	1,653,871.06
112	EMPLOYEE BENEFIT	1,077,697.72	4,957.73	3,999.51	.00	1,078,655.94
119	EMER - TAX LEVY	.00	.00	.00	.00	.00
121	SALES TAX - HUMAN DEV	1,397,909.73	123,446.36	.00	.00	1,521,356.09
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	1,034,537.51	.00	50,000.00	.00	984,537.51
160	ECONOMIC DEVELOPMENT	63,901.31	34,817.00	.00	.00	98,718.31
165	HOUSING DEVELOPMENT	250,000.00	.00	.00	.00	250,000.00
167	LIBRARY TRUST	126,211.05	1,419.95	280.00	.00	127,351.00
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	754,593.60	.00	.00	.00	754,593.60
301	CAPITAL IMPROV PROJECTS	3,634,284.43	1,000.00	271,936.91	.00	3,363,347.52
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP SOUTHEAST IA DEV CT	58,562.80-	.00	38,008.83	.00	96,571.63-
304	CAP PROJ ELKEM/BROWNIE	151,335.04-	.00	79,037.37	.00	230,372.41-
305	CAP AIRPORT PROJ	367,702.22-	.00	2,393.35	.00	370,095.57-
306	CAP PROJ-FACILITY/EQUIP	616,983.95	.00	69,713.40	.00	547,270.55
500	PERPETUAL CARE	522,787.79	267.50	.00	.00	523,055.29
610	WPC MAINT/OPERATION	1,975,201.41	269,303.84	234,100.75	2,653.94	2,013,058.44
611	WPC IMPR RESERVE	624,808.19	52.40	5,496.58	.00	619,364.01
612	SEWER MAINT EQUIP REPL	.00	.00	.00	.00	.00
613	WAT POL CONTR CAP	124,206.49	.00	.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	316,526.68	93,774.12	83,844.36	.05	326,456.49
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	1,625,243.91	26,636.63	38,789.64	567.49	1,613,658.39
810	INTERNAL SERVICE FUND	63,665.10	59,069.95	51,578.98	.00	71,156.07
Report Total		18,082,218.43	1,276,522.36	1,997,047.29	1,251.32	17,362,944.82

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS B RETAIL ALCOHOL LICENSE FOR
DOLLAR GENERAL STORE #2385**

WHEREAS, Application has been made by Dolgencorp, LLC for a Class B Retail Alcohol License for Dollar General Store #2385, 300 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, Dolgencorp, LLC 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 B Retail Alcohol License for Dollar General Store #2385, 300 Main Street, effective September 21, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 17th day of September 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR
THE AMERICAN LEGION, KEOKUK POST #41**

WHEREAS, Application has been made by American Legion, Keokuk Post #41 for a Class C Retail Alcohol License for American Legion, Keokuk Post #41, 727 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, American Legion, Keokuk Post #41 has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License for American Legion, Keokuk Post #41, 727 Main Street, effective September 28, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 17th day of September 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 SEPTEMBER 17, 2026.

REGISTER NO. 5562

AHLERS & COONEY, P.C.	PROF.SERVICES URBAN RENEWAL	\$	216.00
KEOKUK MUNICIPAL WATER WORKS	GARBAGE/SEWER BILLING	\$	3,815.00
GATE CITY PUBLISHING	PUBLICATIONS	\$	787.35
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL VARIOUS LOCATIONS	\$	435.00
GRAY QUARRIES, INC	ROADROCK/SUPER PATCH	\$	1,688.68
JIM BAIER, INC	PARTS	\$	1,066.34
HARTRICK'S LUMBER	SUPPLIES	\$	191.26
KEOKUK HOMESTORE	SUPPLIES	\$	52.75
S. J. SMITH WELDING SUPPLY	SUPPLIES	\$	20.09
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$	1,438.75
TASKE FORCE, INC.	SERVICE	\$	4,219.50
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$	946.53
ALLIANT	SERVICE	\$	54,625.10
THE CARDBOARD BOX	UPS CHARGES WWTP	\$	166.49
CENTURY LINK	SERVICE	\$	327.43
GREAT RIVER REGIONAL WASTE	SERVICE	\$	594,697.94
TRUCK REPAIR, INC	PARTS STREET DEPT.	\$	41.54
HARNETIAUX FARM & HOME SUPPLY	PARTS/SUPPLIES AIRPORT	\$	47.25
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$	112.24
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$	790.00
GOODYEAR AUTO SERVICE CENTER	4 TIRES KEOKUK PD #18	\$	568.00
W. L. MILLER COMPANY	MC-30 & MC-3000 STREET DEPT.	\$	46,295.60
IOWA DEPARTMENT OF JUSTICE	TRANSFER TITLE FORFEITURE VEHICLE	\$	600.00
DOWNEY'S FIRE EQUIPMENT	SERVICE	\$	75.00
IOWA LEAGUE OF CITIES	MEMBER DUES 7/1/26-6/30/27	\$	5,109.00
SEIRPC	PER CAPITA DUES FY27	\$	12,738.00
YOUNGGREN SHOES	SAFETY SHOES JODY ROSS CEMETRY	\$	175.99
KNAPHEIDE TRUCK EQ CENTER	FORD F350 EQUIPMENT INSTALLED	\$	10,816.16
PIPER SANDLER & CO.	GO CAPITAL LOAN PFS 26-1181	\$	12,500.00
TERMINAL SUPPLY CO.	PARTS/SUPPLIES STREET DEPT.	\$	577.52
FASTENAL COMPANY	PARTS/SUPPLIES VEHICLE MAINT.	\$	92.09
USA BLUE BOOK	SUPPLIES SEWER DEPT.	\$	1,157.19
AT&T MOBILITY	SERVICE	\$	688.14
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$	(470.20)
DOUBLE A" GLASS L.L.C. "	2013FORD WINDSHIELD REPLACEMNT	\$	452.26
WISS & WISS EQUIPMENT INC.	PARTS AIRPORT	\$	127.02
HEIMAN INC	SMOKE EJECTOR HOLDER-LOAD LOCK	\$	88.38
DISCOUNT TIRE & SERVICE	4 POWER KING TIRES WPC	\$	1,000.00
WM. J. KRAUS & SON, INC.	SERVICE/LABOR/MATERIAL GRAND	\$	1,090.00
O'REILLY AUTOMOTIVE INC.	PARTS	\$	1,684.53

REGISTER NO. 5563

DAVID DYE	SERVICE	\$	1,845.15
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$	15.61
IMI EQUIPMENT, LLC	PARTS BRIDGE DEPT.	\$	925.98
LEXISNEXIS RISK DATA	SERVICE KPD	\$	155.77
MIDWEST SAFETY COUNSELORS, INC	INSTRUMENT CALIBRATION/TRIP	\$	1,100.00
LEE COUNTY TREASURER	FILING FEE SPECIAL ASSESSMT	\$	255.00
DRAKE-SCRUGGS EQUIPMENT, INC.	BUCKET COVER,24X24 ST.DEPT.	\$	231.11
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$	19.50
TELEDYNE INSTRUMENTS, INC	LABOR/SHIPPING WWTP	\$	453.62
MACQUEEN EQUIPMENT, LLC	BROOM STREET CLEANING	\$	804.13
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$	1,673.00
WEST CENTRAL FS INC.	BULK OIL	\$	1,623.15
VERIZON WIRELESS	SERVICE	\$	629.31
GLOBAL TECHNICAL SYSTEMS, INC.	WARNING SIREN AMP&DRIVR REPAIR	\$	3,251.75
INTERSTATE BILLING SERVICE,INC	CREDIT ON ACCOUNT	\$	(9.69)
LYNCH DALLAS, PC.	PROF.SERVICES GENERAL LEGAL	\$	1,075.00
CINTAS CORP	SERVICE	\$	2,407.72
TSS	SERVICE	\$	100.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$	300.00
BROCKWAY MECHANICAL & ROOFING	LABOR/MAT&EQUIP 249 CARBIDE ROOF	\$	57,889.00
ICONNECTYOU	SERVICE	\$	537.37
KUCKELMAN LAW OFFICE, P.C. AND	SERVICE	\$	350.00
RADIO KEOKUK	ADVERTISING AUGUST 2026	\$	500.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	600.00
NEWBERRY LANDSCAPING LLC	NUISANCE CLEANUPS	\$	2,180.00
QUADIENT FINANCE USA, INC	POSTAGE METER REFILL	\$	1,000.00
QUADIENT, INC.	POSTAGE METER LEASE SEPT-DEC26	\$	75.00
ZACH MULLIN	REIMB.TRAVEL EXPENSES PER DIEM	\$	127.00
NORRIS ASPHALT PAVING	1/2' SURFACE STREET DEPT.	\$	810.81
SHARED IT INC	IT SERVICES	\$	1,877.00
MICHAEL CLARK	REIMB.TRAVEL EXPENSES	\$	375.00
TRI-STATE HEATING & ELECTRIC	NUISANCE MOWINGS	\$	1,800.00
VERTICAL COMMUNICATIONS INC.	SERVICE	\$	109.15
SCOTT'S ULTRA CLEAN LLC	JANITOR SERVICE KEOKUK PD 9/26	\$	550.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$	738.97
SchraGIS Solutions	GIS MAINTENANCE	\$	600.00
MASON SCHAU	REIMB.CLOTHING FOR KPD	\$	90.20
MIDWEST AUTO COLLISION LLC	KPD 017 24 DODGE DURANGO 6970	\$	500.00
BRIAN CARROLL	TRAVEL REIMBURSEMENT	\$	375.00
HEY BRUCE INC.	MOWING/OTHER KEOKUK MUN.AIRPRT	\$	1,659.49
JONES CONTRACTING CORP.	APP#3 BEL-AIR ST.RECONSTRUCTION	\$	307,454.98
CENGAGE LEARNING INC./GALE	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	187.50
EOCENE ENVIRONMENTAL GROUP,INC	EPA BROWNFIELD CLEANUP	\$	44,224.70

REGISTER NO. 5564

MCCLOUD SERVICES	GENERAL PEST CONTROL SEIDC	\$	130.06
BOLTON & MENK, INC.	TIMEA STREET ASPHALT	\$	27,850.00
TEST INC.	WPC BIOSOLIDS	\$	464.00
POINTE COMMERCIAL	BATTERY DEODORIZER @ LIBRARY	\$	14.90
REBECCA LAWIN MCCARLEY	CONSULTING/ADD'L EXP.HISTORIC	\$	2,751.93
HTS NEXUS	SERVICE GRAND THEATRE	\$	105.34
AMAZON CAPITAL SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	492.89
IMON COMMUNICATIONS, LLC	SERVICE	\$	999.71
STATE CHEMICAL SOLUTIONS	SAFETY SOLVENT,WEED KILLER	\$	583.51
CLA-VAL COMPANY	THRUST NUT NON STD PART WWTP	\$	312.26
T-MOBILE	SERVICE	\$	935.75
MCCLURE MASONRY INC.	LABOR,MATERIAL,EQUPT.@CEMTERY	\$	28,558.00
		\$	1,265,715.55



COUNCIL ACTION FORM

Date: 9-17-2026

Presented By: El Anfaoui/Ferneau

Subject: Approval of Annual Financial Report Agenda Item: 7

Description:

The annual financial report for fiscal year 25/26 is complete and is being presented to The City Council for approval. This report reflects that actual revenues and expenditures for the fiscal year 25/26.

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

Annual Approval

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING THE ANNUAL FINANCIAL REPORT FOR
THE FISCAL YEAR ENDING JUNE 30, 2026**

WHEREAS, the City of Keokuk has prepared its Annual Financial Report (AFR) for the fiscal year ending June 30, 2026;

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

1. The Annual Financial Report for the fiscal year ending June 30, 2026, is hereby approved in its entirety.
2. The City Clerk is authorized and directed to publish and submit the approved AFR to the Iowa Department of Management.

PASSED AND APPROVED this 17th day of September 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

STATE OF IOWA 2026 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2026 CITY OF KEOKUK, IOWA DUE: December 1, 2026	16205600400000
	CITY OF KEOKUK
	501 Main Street
	KEOKUK IA 52632-0400
	POPULATION: 9900

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	7,445,915		7,445,915	7,341,450
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	7,445,915		7,445,915	7,341,450
Delinquent Property Taxes	0		0	0
TIF Revenues	1,661,680		1,661,680	1,676,273
Other City Taxes	4,221,515	0	4,221,515	4,229,993
Licenses and Permits	91,218	1,850	93,068	81,350
Use of Money and Property	537,217	229,390	766,607	510,753
Intergovernmental	4,951,806	0	4,951,806	7,851,409
Charges for Fees and Service	67,689	4,168,335	4,236,024	4,683,500
Special Assessments	0	0	0	0
Miscellaneous	1,511,680	703	1,512,383	1,846,300
Other Financing Sources	0	45,000	45,000	5,500,500
Transfers In	5,691,253	8,500	5,699,753	5,999,404
Total Revenues and Other Sources	26,179,973	4,453,778	30,633,751	39,720,932
Expenditures and Other Financing Uses				
Public Safety	6,527,281		6,527,281	7,130,531
Public Works	3,237,502		3,237,502	3,598,424
Health and Social Services	0		0	0
Culture and Recreation	2,947,996		2,947,996	3,341,069
Community and Economic Development	979,649		979,649	1,530,995
General Government	2,430,655		2,430,655	2,478,243
Debt Service	3,881,791		3,881,791	4,029,338
Capital Projects	2,052,000		2,052,000	4,712,400
Total Governmental Activities Expenditures	22,056,874	0	22,056,874	26,821,000
BUSINESS TYPE ACTIVITIES		4,602,124	4,602,124	5,017,374
Total All Expenditures	22,056,874	4,602,124	26,658,998	31,838,374
Other Financing Uses	0	0	0	
Transfers Out	5,699,753	0	5,699,753	5,999,404
Total All Expenditures/and Other Financing Uses	27,756,627	4,602,124	32,358,751	37,837,778
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-1,576,654	-148,346	-1,725,000	1,883,154
Beginning Fund Balance July 1, 2025	13,763,878	6,100,000	19,863,878	13,593,298
Ending Fund Balance June 30, 2026	12,187,224	5,951,654	18,138,878	15,476,452

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2026	Amount	Indebtedness at June 30, 2026	Amount
General Obligation Debt	24,761,000	Other Long-Term Debt	0
Revenue Debt	280,000	Short-Term Debt	25,041,000
TIF Revenue Debt	0		
		General Obligation Debt Limit	38,356,257

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication
Signature of Preparer	
Printed name of Preparer	Phone Number
	Date Signed
Signature of Mayor or Mayor Pro Tem (Name and Title)	

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CITY OF KEOKUK
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2026

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section A - Taxes	1								1
Taxes levied on property	2	2,644,885	2,500,060	2,300,970			7,445,915		7,445,915
Less: Uncollected Property Taxes - Levy Year	3						0		0
Net Current Property Taxes	4	2,644,885	2,500,060	2,300,970		0	7,445,915		7,445,915
Delinquent Property Taxes	5						0		0
Total Property Tax	6	2,644,885	2,500,060	2,300,970		0	7,445,915		7,445,915
TIF Revenues	7		1,661,680				1,661,680		1,661,680
Other City Taxes									
Utility Tax Replacement Excise Taxes	8	379,375	353,984	291,075			1,024,434		1,024,434
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	1,099,825					1,099,825		1,099,825
Parimutuel Wager Tax	10						0		0
Gaming Wager Tax	11	113,398					113,398		113,398
Mobile Home Tax	12						0		0
Hotel / Motel Tax	13	351,217					351,217		351,217
Other Local Option Taxes	14		1,632,641				1,632,641		1,632,641
Total Other City Taxes	15	1,943,815	1,986,625	291,075		0	4,221,515	0	4,221,515
Section B - Licenses and Permits	16	91,218					91,218	1,850	93,068
Section C - Use of Money and Property	17								17
Interest	18	384,029	3,327				387,356	105,187	492,543
Rents and Royalties	19	81,761	1,500		66,600		149,861	124,203	274,064
Other Miscellaneous Use of Money and Property	20						0		0
	21						0		0
Total Use of Money and Property	22	465,790	4,827	0	66,600	0	537,217	229,390	766,607
Section D - Intergovernmental	24								24
Federal Grants and Reimbursements	26								26
Federal Grants	27	315,059			1,313,449		1,628,508		1,628,508
Community Development Block Grants	28						0		0
Housing and Urban Development	29		600,000				600,000		600,000
Public Assistance Grants	30						0		0
Payment in Lieu of Taxes	31						0		0
	32						0		0
Total Federal Grants and Reimbursements	33	315,059	600,000	0	1,313,449	0	2,228,508	0	2,228,508

CITY OF KEOKUK
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2026

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section D - Intergovernmental - Continued	41								41
State Shared Revenues	43								43
Road Use Taxes	44	1,393,712					1,393,712		1,393,712
Other state grants and reimbursements	48								48
State grants	49	460,410	3,649				464,059		464,059
Iowa Department of Transportation	50	70,373					70,373		70,373
Iowa Department of Natural Resources	51						0		0
Iowa Economic Development Authority	52	100,000					100,000		100,000
CEBA grants	53						0		0
C&I Replacement and Tier I Business Tax Replacement	54	159,355	113,742	6,016	140,980		420,093		420,093
	55						0		0
	56						0		0
	57						0		0
	58						0		0
	59						0		0
Total State	60	690,138	1,611,103	6,016	140,980	0	2,448,237	0	2,448,237
Local Grants and Reimbursements									
County Contributions	63	275,061					275,061		275,061
Library Service	64						0		0
Township Contributions	65						0		0
Fire/EMT Service	66						0		0
	67						0		0
	68						0		0
	69						0		0
Total Local Grants and Reimbursements	70	275,061	0	0	0	0	275,061	0	275,061
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	1,280,258	2,211,103	6,016	1,313,449	0	4,951,806	0	4,951,806
Section E - Charges for Fees and Service	72								72
Water	73						0		0
Sewer	74						0	3,079,056	3,079,056
Electric	75						0		0
Gas	76						0		0
Parking	77						0		0
Airport	78						0		0
Landfill/garbage	79						0	1,089,279	1,089,279
Hospital	80						0		0

CITY OF KEOKUK
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2026

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section E - Charges for Fees and Service - Continued	81								81
Transit	82						0		0 82
Cable TV	83						0		0 83
Internet	84						0		0 84
Telephone	85						0		0 85
Housing Authority	86						0		0 86
Storm Water	87						0		0 87
Other:	88								88
Nursing Home	89						0		0 89
Police Service Fees	90	8,337					8,337		8,337 90
Prisoner Care	91						0		0 91
Fire Service Charges	92	4,582					4,582		4,582 92
Ambulance Charges	93						0		0 93
Sidewalk Street Repair Charges	94						0		0 94
Housing and Urban Renewal Charges	95						0		0 95
River Port and Terminal Fees	96						0		0 96
Public Scales	97						0		0 97
Cemetery Charges	98						0		0 98
Library Charges	99	3,290					4,130		4,130 99
Park, Recreation, and Cultural Charges	100	5,818					5,818		5,818 100
Animal Control Charges	101						0		0 101
nuisance abatement	102		44,822				44,822		44,822 102
	103						0		0 103
Total Charges for Service	104	22,027	45,662	0	0	0	67,689	4,168,335	4,236,024 104
Section F - Special Assessments	106						0		0 106
Section G - Miscellaneous	107								107
Contributions	108	72,156	70,064		-5,810		136,410		136,410 108
Deposits and Sales/Fuel Tax Refunds	109	82,035					82,035		82,035 109
Sale of Property and Merchandise	110	239,429				5,293	244,722		244,722 110
Fines	111	51,221					51,221		51,221 111
Internal Service Charges	112		718,079				718,079		718,079 112
Refunds	113	134,741	104,606				239,347	703	240,050 113
Grand Theatre Donations- Restricted	114	39,866					39,866		39,866 114
	115						0		0 115
	116						0		0 116
	117						0		0 117
	118						0		0 118
	119						0		0 119
Total Miscellaneous	120	619,448	892,749	0	-5,810	5,293	1,511,680	703	1,512,383 120

CITY OF KEOKUK
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2026

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	121	7,067,441	7,641,026	1,667,696	2,733,025	1,374,239	5,293	20,488,720	4,400,278	24,888,998	121
Section H - Other Financing Sources	123										123
Proceeds of capital asset sales	124							0	45,000	45,000	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125							0	0	0	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	3,422,960	321,274		579,000	350,000		4,673,234	8,500	4,681,734	127
Internal TIF loans and transfers in	128				1,018,019			1,018,019		1,018,019	128
	129							0		0	129
	130							0		0	130
Total Other Financing Sources	131	3,422,960	321,274	0	1,597,019	350,000	0	5,691,253	53,500	5,744,753	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	10,490,401	7,962,300	1,667,696	4,330,044	1,724,239	5,293	26,179,973	4,453,778	30,633,751	132
Beginning Fund Balance July 1, 2025	134	3,960,125	4,357,069	398,200	11,931	4,519,058	517,495	13,763,878	6,100,000	19,863,878	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	14,450,526	12,319,369	2,065,896	4,341,975	6,243,297	522,788	39,943,851	10,553,778	50,497,629	136

CITY OF KEOKUK
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2026

NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col.(g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	3,180,149						3,180,149		3,180,149	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5	8,306						8,306		8,306	5
Fire Department	6	2,805,974						2,805,974		2,805,974	6
Ambulance	7							0		0	7
Building Inspections	8	391,885						391,885		391,885	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	134,854						134,854		134,854	10
Other Public Safety	11							0		0	11
PUBLIC SAFETY BUILDING ROOF	12					6,113		6,113		6,113	12
	13							0		0	13
Total Public Safety	14	6,521,168	0		0	6,113	0	6,527,281		6,527,281	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16		1,450,985			3,639		1,454,624		1,454,624	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	6,908						6,908		6,908	18
Traffic Control Safety	19	39,447						39,447		39,447	19
Snow Removal	20		82,423					82,423		82,423	20
Highway Engineering	21							0		0	21
Street Cleaning	22		77,049					77,049		77,049	22
Airport (if not an enterprise)	23	654,806				367,702		1,022,508		1,022,508	23
Garbage (if not an enterprise)	24							0		0	24
Other Public Works	25	279,727	274,816					554,543		554,543	25
	26							0		0	26
	27							0		0	27
Total Public Works	28	980,888	1,885,273		0	371,341	0	3,237,502		3,237,502	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	0	0	0	0	0	0	0		0	39
Section D - Culture and Recreation	40										40
Library Services	41	622,230	40,784					663,014		663,014	41
Museum, Band, Theater	42	137,052						137,052		137,052	42
Parks	43	1,658,536	23,753					1,682,289		1,682,289	43
Recreation	44							0		0	44
Cemetery	45	303,015						303,015		303,015	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47	162,626						162,626		162,626	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	2,883,459	64,537		0	0	0	2,947,996		2,947,996	50

CITY OF KEOKUK
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2026 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52									0	52
Economic development	53		816,936					816,936		816,936	53
Housing and urban renewal	54							0		0	54
Planning and zoning	55	147,234						147,234		147,234	55
Other community and economic development	56	2,139						2,139		2,139	56
TIF Rebates	57			13,340				13,340		13,340	57
	58							0		0	58
Total Community and Economic Development	59	149,373	816,936	13,340	0		0	979,649		979,649	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	392,911						392,911		392,911	61
Clerk, Treasurer, Financial Administration	62	625						625		625	62
Elections	63	2,093						2,093		2,093	63
Legal Services and City Attorney	64	186,668						186,668		186,668	64
City Hall and General Buildings	65	82,288				226,843		309,131		309,131	65
Tort Liability	66	480,509						480,509		480,509	66
Other General Government	67	309,112						309,112		309,112	67
PUBLIC T.V.	68	3,987						3,987		3,987	68
HEALTH INS/FLEX	69		745,619					745,619		745,619	69
Total General Government	70	1,458,193	745,619		0	226,843	0	2,430,655		2,430,655	70
Section G - Debt Service	71				3,636,127			3,636,127		3,636,127	71
KEDC SEIDC LOAN PAYOFF	72					245,664		245,664		245,664	72
	73							0		0	73
Total Debt Service	74	0	0	0	3,636,127	245,664	0	3,881,791		3,881,791	74
Section H - Regular Capital Projects - Specify	75										75
STREET REPAIR	76					1,695,566		1,695,566		1,695,566	76
ELKEM	77					356,434		356,434		356,434	77
Subtotal Regular Capital Projects	78	0	0	0	0	2,052,000	0	2,052,000		2,052,000	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0	0	0	0	0	0		0	82
Total Capital Projects	83	0	0	0	0	2,052,000	0	2,052,000		2,052,000	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	11,993,081	3,512,365	13,340	3,636,127	2,901,961	0	22,056,874		22,056,874	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

CITY OF KEOKUK
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2026 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88									0	88
Capital Outlay	89									0	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								2,432,804	2,432,804	91
Capital Outlay	92								405,295	405,295	92
Debt Service	93									0	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106								1,272,549	1,272,549	106
Capital Outlay	107									0	107
Debt Service	108								79,630	79,630	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112								411,846	411,846	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120									0	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123									0	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								4,602,124	4,602,124	129

EXPENDITURES P9

CITY OF KEOKUK
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2026 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	11,993,081	3,512,365	13,340	3,636,127	2,901,961	0	22,056,874	4,602,124	26,658,998	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	359,774	4,321,960					4,681,734		4,681,734	132
Internal TIF loans/repayments and transfers out	133			1,018,019				1,018,019		1,018,019	133
	134							0		0	134
Total Other Financing Uses	135	359,774	4,321,960	1,018,019	0	0	0	5,699,753	0	5,699,753	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	12,352,855	7,834,325	1,031,359	3,636,127	2,901,961	0	27,756,627	4,602,124	32,358,751	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140						522,788	522,788		522,788	140
Restricted	141	64,956	4,485,044	1,034,537	705,848			6,290,385		6,290,385	141
Committed	142					3,341,336		3,341,336		3,341,336	142
Assigned	143							0		0	143
Unassigned	144	2,032,715						2,032,715		2,032,715	144
Total Governmental	145	2,097,671	4,485,044	1,034,537	705,848	3,341,336	522,788	12,187,224		12,187,224	145
Proprietary	146								5,951,654	5,951,654	146
Total Ending Fund Balance June 30,	147	2,097,671	4,485,044	1,034,537	705,848	3,341,336	522,788	12,187,224	5,951,654	18,138,878	147
Total Requirements (Sum of lines 136 and 147)	148	14,450,526	12,319,369	2,065,896	4,341,975	6,243,297	522,788	39,943,851	10,553,778	50,497,629	148

Intergovernmental Expenditures

D		Amount paid to other	

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction	2,345	Highways	
Health	520	All other	11,125
Highways			
Transit Subsidies	8,500		
Libraries	33		
Police protection			
Sewerage			
Sanitation	276,700		
All other	138,680		

Wages & Salaries

Total Salaries and Wages Paid	6,697,707
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Transit subsidies

A. Long-term Debt

1111

Purpose	Line	Debt Outstanding JULY 1, 2025	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.	0	0	0	0	0	0	0	0
Sewer Utility	2.	6,846,000	0	737,000	6,109,000	0	0	0	75,492
Electric Utility	3.	0	0	0	0	0	0	0	0
Gas Utility	4.	0	0	0	0	0	0	0	0
Transit-Bus	5.	0	0	0	0	0	0	0	0
Industrial Revenue	6.	0	0	0	0	0	0	0	0
Mortgage Revenue	7.	0	0	0	0	0	0	0	0
TIF Revenue	8.	0	0	0	0	0	0	0	0
Other Purposes / Miscellaneous	9.	350,000	0	70,000	0	0	280,000	0	9,630
GO	10.	20,730,000	0	2,078,000	18,652,000	0	0	0	724,750
Parking	11.	0	0	0	0	0	0	0	0
Airport	12.	0	0	0	0	0	0	0	0
Stormwater	13.	0	0	0	0	0	0	0	0
Section 108	14.	0	0	0	0	0	0	0	0
Total Long-Term		27,926,000	0	2,885,000	24,761,000	0	280,000	0	809,872

Outstanding as of July 1, 2025

OUTSTANDING AS OF JULY 1, 2025	27,926,000
OUTSTANDING AS OF JUNE 30, 2026	25,041,000

Part VI
DEBT FINANCING FOR GENERAL OBSERVATION

Post VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2026

Type of asset

Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.

Type of asset	Amount		
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)
			All other Funds (d)
			Total (e)
Cash and investments – Include cash on hand, CDs, time checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all government securities, and all			
Federal securities, and all			
		3,341,336	14,797,542
			18,138,878

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on

CITY DEBT DETAIL - LT DEBT1

Debt Series Name	Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, 2025	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
TIF Agreements	TIF Agreement	06-30-2026	TIF	0	No Vote - Non-GO	0	0	13,340	0		TIF Revenue	TIF agreement payments
G.O. REFUNDING SERIES 2016B	GO	06-02-2016	109-16	2.17 - 2.17	No Vote - Essential GO	4,515,000	1,545,000	370,000	34,240		General Obligation (GO)	REFINANCED 2009 A/B TRANSPORTATION
G.O. REFUNDING SERIES 2016A	GO	06-02-2016	107-16	2.22 - 2.22	No Vote - Essential GO	3,155,000	1,050,000	215,000	23,823		General Obligation (GO)	REFINANCED 2010- TRANSPORTATION
G.O. SERIES 2019A	GO	06-06-2019	268-19	3.87 - 3.87	No Vote - Essential GO	1,800,000	1,800,000	0	69,617		General Obligation (GO)	HOUSING/URBAN DEV
G.O. REFUNDING SERIES 2020	GO	03-19-2020	63-20	2.72 - 2.72	No Vote - Essential GO	7,315,000	2,640,000	780,000	69,500		General Obligation (GO)	REFINANCE
SOLID WASTE CAPITAL LOAN NOTE, SERIES 2020	Revenue	07-02-2020	126-20	2.75 - 2.75	No Vote - Non-GO	695,000	350,000	70,000	9,630		Other Purposes/Misc	GARBAGE TRUCK
G.O. SERIES 2022	GO	05-19-2022	79-2022	4.09 - 4.09	No Vote - Essential GO	1,765,000	1,570,000	70,000	65,080		General Obligation (GO)	BELT PRESS
G.O. REFUNDING SERIES 2023 A (SRF)	GO	01-19-2023	180-2023	0.75 - 0.75	No Vote - Essential GO	4,435,000	3,465,000	335,000	25,988		Sewer Utility	TRANSITIONED SEWER NOTE TO GO-WPC
G.O. REFUNDING SERIES 2023 B (SRF)	GO	02-16-2023	193-2023	1.35 - 1.35	No Vote - Essential GO	3,160,000	2,416,000	254,000	32,616		Sewer Utility	TRANSITIONED SEWER NOTE TO GO-VICTORY PARK
G.O. REFUNDING SERIES 2023 C (SRF)	GO	02-16-2023	194-2023	1.75 - 1.75	No Vote - Essential GO	1,383,000	965,000	148,000	16,888		Sewer Utility	TRANSITIONED SEWER NOTE TO GO- SOAP CREEK
G.O. SERIES 2023 D	GO	04-06-2023	215-2023	4.00 - 4.00	No Vote - Essential GO	4,995,000	4,800,000	205,000	192,000		General Obligation (GO)	STREET REPAIR
G.O. SERIES 2024	GO	02-15-2024	21-2024	2.43 - 2.43	No Vote - Essential GO	2,251,241	1,825,000	438,000	44,348		General Obligation (GO)	PAID OFF RAND PARK TUNNEL
G.O. SERIES 2025	GO	06-05-2025	227-2025	4.00 - 4.00	No Vote - Essential GO	5,500,000	5,500,000	0	226,142		General Obligation (GO)	FIRE TRUCK, GARBAGE TRUCK, STREET REPAIR, CAPITAL
	14 -				-						-	-
	15 -				-						-	-
	16 -				-						-	-
	17 -				-						-	-
	18 -				-						-	-
	19 -				-						-	-
	20 -				-						-	-

CITY DEBT DETAIL - LT DEBT2

Debt Series Name	Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	21 -				-						-	
	22 -				-						-	
	23 -				-						-	
	24 -				-						-	
	25 -				-						-	
	26 -				-						-	
	27 -				-						-	
	28 -				-						-	
	29 -				-						-	
	30 -				-						-	
	31 -				-						-	
	32 -				-						-	
	33 -				-						-	
	34 -				-						-	
	35 -				-						-	
	36 -				-						-	
	37 -				-						-	
	38 -				-						-	
	39 -				-						-	
	40 -				-						-	

CITY DEBT DETAIL - LT DEBT3

Debt Series Name	Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	41 -				-						-	
	42 -				-						-	
	43 -				-						-	
	44 -				-						-	
	45 -				-						-	
	46 -				-						-	
	47 -				-						-	
	48 -				-						-	
	49 -				-						-	
	50 -				-						-	
	51 -				-						-	
	52 -				-						-	
	53 -				-						-	
	54 -				-						-	
	55 -				-						-	
	56 -				-						-	
	57 -				-						-	
	58 -				-						-	
	59 -				-						-	
	60 -				-						-	

CITY DEBT DETAIL - LT DEBT4

Debt Series Name	Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	61 -				-						-	
	62 -				-						-	
	63 -				-						-	
	64 -				-						-	
	65 -				-						-	
	66 -				-						-	
	67 -				-						-	
	68 -				-						-	
	69 -				-						-	
	70 -				-						-	
	71 -				-						-	
	72 -				-						-	
	73 -				-						-	
	74 -				-						-	
	75 -				-						-	
	76 -				-						-	
	77 -				-						-	
	78 -				-						-	
	79 -				-						-	
	80 -				-						-	

CITY DEBT DETAIL - LT DEBTS

Debt Series Name	Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	81 -				-						-	-
	82 -				-						-	-
	83 -				-						-	-
	84 -				-						-	-
	85 -				-						-	-
	86 -				-						-	-
	87 -				-						-	-
	88 -				-						-	-
	89 -				-						-	-
	90 -				-						-	-
	91 -				-						-	-
	92 -				-						-	-
	93 -				-						-	-
	94 -				-						-	-
	95 -				-						-	-
	96 -				-						-	-
	97 -				-						-	-
	98 -				-						-	-
	99 -				-						-	-
	100 -				-						-	-

CITY DEBT DETAIL - LT DEBT6

Debt Series Name	Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	101 -				-						-	
	102 -				-						-	
	103 -				-						-	
	104 -				-						-	
	105 -				-						-	
	106 -				-						-	
	107 -				-						-	
	108 -				-						-	
	109 -				-						-	
	110 -				-						-	
	111 -				-						-	
	112 -				-						-	
	113 -				-						-	
	114 -				-						-	
	115 -				-						-	
	116 -				-						-	
	117 -				-						-	
	118 -				-						-	
	119 -				-						-	
	120 -				-						-	



COUNCIL ACTION FORM

Date: 9/31726

Presented By: Jim Ferneau

Subject: Approval Engineering Agreement HDR Agenda Item: 8

Description:

The City of Keokuk multiple issues that it currently needs to address with regulatory agencies. There have been multiple concerns raised about our Pretreatment program since at least 2022, beginning with ADM program compliance shortfalls. We have made progress in this area, but are still striving to complete revamping how the program is structured. We also have had multiple issues arise in regards to missing a deadline with our local limits evaluation reporting requirements last spring, missing key milestones with the First Flush Study portion of our Long-Term Control Plan designed to address EPA's CSO Consent Order with the City, and multiple updates needed to be made in our overall wastewater system structural controlling documents. We are recommending that we transition our work in these arenas over to HDR Engineering from Askew Environmental Services.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 610-815-6490 Title: Wastewater Operation - Professional Fees

Amount Budgeted: 130,000.00

Actual Cost: \$46,435.00

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 MASTER AGREEMENT FOR
PROFESSIONAL SERVICES INCLUDING TASK ORDER 1
REGULATORY SUPPORT SERVICES WITH HDR ENGINEERING, INC.**

WHEREAS, the City of Keokuk, Iowa operates a wastewater treatment plant; and

WHEREAS, the wastewater treatment plant is subject to state and federal regulations under both an Iowa Department of Natural Resources (DNR) National Pollution Discharge Elimination System (NPDES) permit as well as under a Combined Sewer Overflow (CSO) Consent Order for its elimination; and

WHEREAS, the general framework of the state and federal regulatory environment has multiple reporting requirements that need to be met over time; and

WHEREAS, HDR Engineering, Inc. has proposed a contract for providing their assistance through a Master Contract for Professional Services and Task Order One for Regulatory Support Services inclusive of a required Local Limits Update.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the attached Master Contract and its associated Task Order One are hereby approved.

PASSED, APPROVED, AND ADOPTED this 17th day of September 2026.

Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____

THIS AGREEMENT is made as of this 17th day of September, 2026, between City of Keokuk, Iowa, hereinafter referred to as "OWNER" or "CITY", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "HDR", for engineering services as described in this Agreement via respective Task Orders.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 Depending on the location of a project in a given Task Order, it may be necessary for HDR Engineering, Inc. to utilize a different operating company, which is an affiliated, associated or related company to HDR Engineering, Inc., for compliance with professional licensure laws and requirements ("Authorized Entity"). In the event an Authorized Entity is required to be used, said Authorized Entity shall execute the Task Order, which shall create a two-party agreement exclusively between Owner and the Authorized Entity as it relates to the services performed under the Task Order.
- 1.3 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.4 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

Compensation shall be in accordance with the Resource Category Bill Rates which are attached hereto in Exhibit C, Standard Bill Rate Schedule. Labor rates in Exhibit C, Standard Bill Rate Schedule may be escalated annually on January 1 for each subsequent year for duration of contract.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF KEOKUK, IOWA

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: _____

Ann Williams, P.E.

TITLE: _____

Senior Vice President

ADDRESS: _____

1917 South 67th Street
Omaha, NE 68106-2973

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20__.

"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

SAMPLE

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees

and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

EXHIBIT C

STANDARD BILL RATE SCHEDULE

Resource Category	Bill Rate
Project Principal	320
Project Manager 1	200
Project Manager 2	235
Project Manager 3	270
Project Manager 4	305
Engineer 1	100
Engineer 2	125
Engineer 3	150
Engineer 4	175
Engineer 5	200
Engineer 6	225
Engineer 7	250
Engineer 8	275
Engineer 9	300
Engineer 10	325
Engineer 11	350
Engineer 12	375
Strat Comm Specialist 1	150
Strat Comm Specialist 2	200
CAD/BIM/GIS 1	90
CAD/BIM/GIS 2	110
CAD/BIM/GIS 3	130
CAD/BIM/GIS 4	150
CAD/BIM/GIS 5	170
CAD/BIM/GIS 6	190
Project Assistant 1	90
Project Assistant 2	110
Project Assistant 3	130
Project Accountant 1	140
Project Accountant 2	160

TASK ORDER ONE

This Task Order pertains to an Agreement by and between City of Keokuk, Iowa, (“OWNER” or “CITY”), and HDR Engineering, Inc. (“ENGINEER” or “HDR”), dated September 17, 2026, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ONE

PROJECT NAME: Regulatory Support Services MSA | Local Limits Update (TO1).

PART 1.0 PROJECT DESCRIPTION:

This Scope of Services is for the Engineer to provide engineering services and related services for the City of Keokuk Regulatory Support Services MSA. This task order is generally focused on assisting the City of Keokuk with the completion of the City’s Local Limits Evaluation.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: Refer to Task Order Attachment A Scope of Work.

PART 3.0 OWNER’S RESPONSIBILITIES: Refer to Task Order Attachment A.

PART 4.0 PERIODS OF SERVICE: September 17, 2026 to November 30, 2026.

PART 5.0 ENGINEER’S FEE: Compensation for the Scope of Services listed in Attachment A shall not exceed \$46,435. Summary of the anticipated fee is shown below:

• Task 100 Project Management:	\$4,990
• Task 200 Local Limits Evaluation Update:	\$28,935
• <u>Task 300 Regulatory Compliance Roadmap</u>	<u>\$12,510</u>
• Total Fee (Not to Exceed):	\$46,435

PART 6.0 OTHER:

This Task Order is executed this 17th day of September, 2026.

CITY OF KEOKUK, IOWA
“OWNER”

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

BY: _____

NAME: _____

NAME: Ann Williams

TITLE: _____

TITLE: Senior Vice President

ADDRESS: _____
Keokuk, IA

ADDRESS: 1917 South 67th Street
Omaha, NE 68106-2973

Attachment A – Scope of Services

Task 100: Project Management

1. Objective:

Provide Project Management activities over the Task Order duration including planning, organizing, and monitoring Project team activities, preparing and monitoring report production standards, attending meetings, budget management, and liaison with the Owner.

2. Engineer Activities:

- a. Team Management and Project Control
 - i. Budget and invoice management.
 - ii. Resource scheduling, management, and allocation based on task order schedules and activities.
 - iii. Task order coordination.
 - iv. Prepare for and conduct weekly project status meetings with the Owner's Project Manager summarizing completed activities, next steps, information needs, status update of active work, review of project schedule, and action items for Engineer and Owner staff.
 - v. Monthly progress reports submitted to Owner with each payment request.
- b. Project Management Plan
 - i. Develop guidance document (Project Management Plan) for Engineer project team documenting task order activities, constraints, guidelines, budgets, and procedures.
- c. Quality Control
 - i. Facilitate team meetings on a regular basis to facilitate communication flow and task order development.
 - ii. Conduct a Project Approach & Resource Review with senior technical leaders. At project initiation Engineer will conduct a project review to discuss technical approach, team resources, status of schedule and deliverables, and project management approach.
 - iii. Facilitate independent quality control reviews for project deliverables.

3. Owner Responsibilities:

- a. Participation in weekly project status meetings with Engineer Project Manager and including additional Owner staff in these update meetings as needed.
- b. Provide requested information related to the project to Engineer at agreed upon due dates.

4. Assumptions:

- a. This task order includes Project Management services for the duration of this task order and as indicated in the schedule below.
- b. Project status meetings will be conducted virtually.

- c. Engineer Project Manager will attend all project status meetings. Additional Engineer staff will be included as needed and as agreed upon with Owner throughout the project.
- d. The project will be managed to the roll-up task order total amount, not to the sub-task level.

5. Deliverables:

- a. Monthly invoices and progress reports.
- b. Action items log for project status meetings.

Task Series 200: Local Limits Update

The Task 200 scope is for Engineer to provide engineering services to the Owner related to the Headworks Local Limits Study Update for the Water Resource Recovery Facility (WRRF) NPDES Permit. The Owner has received notification from the Iowa Department of Natural Resources (IDNR) that this update should be completed as soon as possible. Primary elements of the PROJECT are anticipated to be as follows.

- Obtain and review background information and data.
- Identify pollutants of concern (POC) for the WRRF.
- Determine the maximum allowable headworks loading (MAHL) and maximum allowable industrial loading (MAIL) for each POC.
- Prepare summary report of findings.

Task 210 – Data Collection and Evaluation:

1. Objective:

Review and refine project objectives, collect and evaluate existing data and background information.

2. Engineer Activities:

- a. Provide IDNR (Ben Hucka) and Tanya Nix (EPA) notice/update of Engineer's schedule for Local Limits Report submittal.
- b. **Kickoff Meeting.** Prepare for and conduct a task order kickoff meeting with Owner staff (WS 200-1). Agenda to include: Review proposed scope of services; Review and refine project objectives; Review and discuss key issues.
- c. **Data Review, Evaluation and Summary Tables.** Work collaboratively with the Owner to identify and collect available data applicable to the study. Verify timeline and quantity of data to be analyzed. The following data is anticipated to be made available to Engineer by Owner in electronic format:
 - i. WRRF daily influent and effluent flow, BOD5 (cBOD5), TSS, ammonia, TKN, TN, and TP data for past five years.
 - ii. Daily flow, BOD5 (cBOD5), TSS, TKN, TN, and TP data for Group III Industrial Customers for past five years.
 - iii. WRRF influent and effluent metals data and corresponding flow data for past five years. Metals data and corresponding flow data for Group I, II and III Industrial Customers for past five years.
 - iv. Pollutants of concern concentration and flow data for domestic and

- unregulated commercial sources for past five years.
- v. Pollutants of concern concentration and flow data for hauled waste discharged to the POTW for past five years.
- vi. Flow and concentration data for any known pass-through or interference occurrences due to industrial discharge for past five years.
- vii. Electronic copy of current industrial user agreements and/or tabulation of industries and corresponding limits.
- viii. WRRF process flow diagram showing flow measurement and sampling point locations.
- ix. WRRF service area diagram showing flow measurement and sampling point locations.

3. Owner Responsibilities:

- a. Owner will have appropriate staff attend WS 200-1 and assist Engineer in reviewing Key Issues.
- b. Owner staff will make data identified above available to Engineer in spreadsheet format prior to WS 200-1.
- c. Owner will proceed with sampling and testing for any obvious sampling and testing needs.

4. Assumptions:

- a. Requested data defined above and via RFI available in excel spreadsheet format.
- b. WS 200-1 to be in person. Engineer attendees to include Project Manager and Project Engineer.

5. Deliverables:

- a. Request For Information (RFI) memo.
- b. WS 200-1 agenda and summary.

Task 220 – Pollutants of Concern

1. Objective:

Identify pollutants of concern for the WRRF and provide the basis for eliminating others from further consideration.

2. Engineer Activities:

a. *Permit and Regulatory Review.*

- i. Review applicable EPA regulatory statutes.
- ii. Review applicable State of Iowa regulatory statutes.
- iii. Review relevant aspects of Municipal Code. Review the WRRF NPDES permit.

b. *Calculations and Evaluation of Limit Pollutants of Concern.*

- i. Compare permitted WRRF water (shoreline and diffuser), land, and air discharges for EPA's 15 pollutants of concern to available discharge data from local industrial sources, relative and available WRRF influent, effluent, land applied sludge, and incinerated sludge data.
- ii. Perform effluent and land application AHL calculations using assumed literature value removal efficiencies for comparison to current influent loading.

- iii. Evaluate data to identify pollutants of concern for the WRRF.
- iv. Document remaining pollutants not identified as pollutant of concern for the WRRF.

3. Owner Responsibilities

- a. Owner will provide up to date electronic copies of the relevant portions of the Keokuk Municipal Code and the WRRF NPDES permit.
- b. Owner will provide an estimate of controlled (or industrial) and uncontrolled (domestic-residential and commercial) growth for the next five years.

4. Assumptions

- a. Engineer and Owner will work collaboratively to resolve completeness and accuracy of data with respect to an ability to establish reasonable mass balances among the WRRF influent, effluent, and land applied sludge.
- b. It is recognized that all data may not have matching testing dates, and best professional judgment will be used to evaluate the overall relationships within the data.
- c. Evaluation will be limited to EPA's 15 pollutants of concern (arsenic, cadmium, chromium, copper, cyanide, lead, mercury, nickel, silver, zinc, molybdenum, selenium, 5-day biochemical oxygen demand (BOD5), total suspended solids (TSS), ammonia), TKN, Total N, and Total P.
- d. If supplemental analytical needs are identified, they will be self-performed by the Owner or via Owner/Lab independent contract.

5. Deliverables

- a. Evaluation summary tables and graphics for incorporation into the Task 240 Local Limits Report.

Task 230 – Maximum Allowable Headworks Loading (MAHL)

1. Objective:

Initially determine Maximum Allowable Headworks Loadings (MAHL) and Maximum Allowable Industrial Loadings (MAIL) for each pollutant of concern identified for the WRRF.

2. Consultant Activities:

a. Maximum Allowable Headworks Loadings (MAHL) Preliminary Calculations.

- i. Estimate WRRF Removal Rates for pollutants of concern using methods from EPA's 2004 Local Limits Guidance Document (typically - average daily removal efficiency, mean removal efficiency, decile method depending on available data).
- ii. Initially determine MAHLs for monthly and daily limits of pollutants of concern using mass balance approach.

b. Maximum Allowable Industrial Loadings (MAIL) Preliminary Allocation Calculations.

- i. Compare actual industrial loadings to MAHL to assess target local limits.
- ii. Initially determine MAIL for monthly and daily limits of individual pollutants of concern including adequate reserve capacity for growth of

controlled and uncontrolled sources and adjustments based on simultaneous occurrence of peak discharges.

- iii. Owner to provide list of current and planned major industrial customers. Owner to interface with their industrial customers.

c. ***Preliminary Results Workshop*** (WS 200-2).

3. City Responsibilities

- a. Owner will have appropriate staff attend WS 200-2 and provide comments on the preliminary results.

4. Assumptions

- a. WS 200-2 to be in person. Engineer attendees to include Project Manager and Project Engineer.

5. Deliverables

- a. Workshop agenda, ppt slide deck, and summary.
- b. Evaluation summary tables and graphics for incorporation into the Task 240 Local Limits Report.

Task 240 – Local Limits Report

1. Objective:

Produce a summary report consistent with the requirements of the most recently issued NPDES permit.

2. Consultant Activities:

- a. Draft Summary Report. Prepare a draft summary report from Tasks 210, 220, and 230 specifically including the following information:
 - i. Description of the plant and service area.
 - ii. Sample collection efforts.
 - iii. Data analysis performed prior to MAHL and MAIL calculations.
 - iv. A list of all potential pollutants of concern for the WPCF, stating the reason(s) for inclusion or exclusion in MAHL and MAIL evaluation (e.g. potential to violate permit limit, potential to cause interference, potential to cause pass through, etc.).
 - v. Calculations used to determine the maximum allowable headworks loadings identifying the source(s) of data used (e.g. mass balance, literature value, supplemental test measurements, etc.).
 - vi. The contribution of each pollutant of concern from uncontrolled sources and an explanation of how each contribution was determined.
 - vii. The allocation of the maximum allowable headworks loading for each pollutant of concern, and an explanation of how the allowable loadings will be allocated to significant industrial users regulated by the Owner's pretreatment program.
- b. Submit draft summary to the Owner for review and comment.
- c. Review Meeting (WS 200-3) to Discuss Review Comments.
- d. Final Report. Incorporate comments from the Owner on the draft report into a final Headworks Local Limits Study Report.
- e. IDNR Support. Engineer to submit the Local Limits Study Report to the IDNR

and be available to address IDNR review comments/questions.

3. Owner Responsibilities:

- a. Owner will provide appropriate personnel for workshops/meetings/calls.

4. Assumptions:

- a. Process for determining preliminary MAHL and MAIL for each pollutant of concern identified for WRRF will be based on the EPA's July 2004 Local Limits Development Guidance and prior Keokuk WRRF Local Limits Study.

5. Deliverables:

- a. WS 200-3 agenda and summary.
- b. Draft and Final Headworks Local Limits Summary Report.

Task 300: Regulatory Compliance Roadmap

1. Objective:

Develop an overall compliance program roadmap that defines and plans for the Owner's systematic implementation and check-off of compliance requirements. The who, what, when to progress from today to Administrative Order termination.

2. Consultant Activities:

- a. Obtain relevant compliance work elements completed to date (by Owner and/or Others), and understand completion status.
- b. Define compliance requirements defined to date by IDNR and EPA.
- c. Conduct WS 300-1 to ensure understanding of Owner's current situation and to collaboratively review/discuss/endorse matrix of requirements and deadlines.

Compliance Roadmap elements include (but not limited to):

- i. First Flush Evaluation
- ii. Collection System Monitoring Program Plan Update
- iii. QAPP plan update
- iv. CMOM revisions/updates
- v. WRRF Improvements Plan/List Update
- vi. CIP content update, rate implications, affordability analysis.
- vii. Rate Study Update
- viii. Integrated Planning Approach Decision Making
- ix. FOG Program Plan Update
- x. Prior ordinance review and Update
- xi. O&M Operations Optimization – SOP, etc.
- xii. Pre-Treatment Program Plan Update & Training
- xiii. 2027 Annual Report (due in April, annually, thru AO termination)
- xiv. Updated LTCP
- d. Develop draft compliance roadmap.
- e. Conduct WS 300-2 to present, discuss, and endorse draft compliance roadmap.
- f. Develop and submit final compliance roadmap.

3. City Responsibilities:

- a. Owner to provide current status and associated documentation of respective compliance roadmap elements.
- b. Owner to communicate and engage with other City departments as needed to support over-all Owner decision making and endorsement.

4. Assumptions:

- a. WS 300-1 and 300-2 attended in-person by Engineer's Project Manager and Project Engineer, and virtually by Engineer's regulatory specialists.
- b. WS 300-1 planned to occur coincidentally with WS 200-1.
- c. WS 300-2 planned to occur coincidentally with WS 200-2.
- d. Activities/Tasks within the roadmap will be completed by various entities including the Owner, Others, and Engineer (via subsequent Task Orders).

5. Deliverables:

- a. WS agenda, ppt slide deck, and summary.
- b. Draft Regulatory Compliance Roadmap.
- c. Final Regulatory Compliance Roadmap.

Anticipated Milestone Schedule

The schedule is based upon contract acceptance and notice to proceed by September 17, 2026. The scope of services will be completed in accordance with the following milestone schedule:

<i>Milestone</i>	<i>Date</i>
Notice to Proceed	September 17, 2026
Task 200 Kick-off Workshop (WS 200-1)	September 30, 2026
Task 300 WS 300-1	September 30, 2026
Task 200 WS 200-2	October 14, 2026
Task 300 WS 300-2	October 14, 2026
Task 200 Draft Local Limits Report Submittal	October 28, 2026
Task 200 WS 200-3	November 4, 2026
Task 200 Final Local Limits Report Submittal (Owner & IDNR)	November 18, 2026
Task 300 Draft Regulatory Compliance Roadmap Submit	October 14, 2026
Task 300 Final Regulatory Compliance Roadmap Submit	November 4, 2026
Task Order 1 Completed	November 25, 2026



COUNCIL ACTION FORM

Date: September 17, 2026

Presented By: Pam Broomhall Community Dir.

Subject: Return of Property, 604 Grand Ave Agenda Item: 9

Description:

On December 21, 2023, the Keokuk City Council approved the conveyance of property located at 604 Grand Avenue, Keokuk, Iowa, to Marcus Allen and Peggy Jahani pursuant to Resolution No. 311-2023. The conveyance was made in connection with the proposed development of a dwelling on the property.

Marcus Allen and Peggy Jahani have notified the City that, due to increasing development costs, they do not wish to proceed with the proposed construction and instead desire to return the property to the City of Keokuk.

A title search has been completed and the property has been determined to be free and clear of liens.

The resolution authorizes the City to accept the return of the property at 604 Grand Avenue from Marcus Allen and Peggy Jahani.

Under the proposed resolution:

1. The City will accept the property back from Marcus Allen and Peggy Jahani.
2. The property will be conveyed to the City by deed.
3. The City will prepare the necessary paperwork and documentation to complete and record the transfer.

Staff recommends that the City Council approve the proposed resolution accepting the return of the property.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Community Development

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 ACCEPTING THE RETURN OF PROPERTY LOCATED AT 604 GRAND AVENUE, KEOKUK, IOWA

WHEREAS, the Keokuk City Council approved the disposal of property located at 604 Grand Avenue, Keokuk, Iowa, to Marcus Allen and Peggy Jahani pursuant to Resolution No. 311-2023; and

WHEREAS, the City Council granted two extensions to allow additional time for construction of the proposed dwelling, one in May 2025 and one in April 2026; and

WHEREAS, Marcus Allen and Peggy Jahani have informed the City that, due to increasing development costs, they wish to return the property to the City of Keokuk; and

WHEREAS, a title search has been completed for the property, and the property has been determined to be free and clear of liens; and

WHEREAS, the City Council has determined that accepting the return of the property is in the best interests of the City of Keokuk;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keokuk, Iowa, as follows:

1. Acceptance of Property. The City of Keokuk hereby accepts the return of the real property commonly known as 604 Grand Avenue, Keokuk, Iowa, legally described as follows:
2. Conveyance to the City. Marcus Allen and Peggy Jahani shall convey the property back to the City of Keokuk by deed or other appropriate instrument prepared by or on behalf of the City. Based upon the completed title search, the property is free and clear of liens.
3. City Responsibility for Paperwork. The City of Keokuk shall prepare and complete all necessary paperwork and documentation required to effectuate the return and acceptance of the property, including the deed or other conveyance documents and any documents necessary for recording the transfer.
4. No Further Development Obligation. Upon completion and recording of the required conveyance documents, the City shall accept the return of the property in lieu of further performance of the development proposal and related deadlines established by Resolution No. 311-2023, Resolution No. 212-2025, and Resolution No. 92-2026.
5. Authorization. The Mayor, City Clerk, and other appropriate City officials are hereby authorized and directed to execute any documents and take any actions reasonably necessary to effectuate the return and acceptance of the property, subject to review and approval by the City Attorney.
6. Effective Date. This Resolution shall be effective upon its approval and adoption. The transfer of the property shall be effective upon execution, delivery, acceptance, and recording of the appropriate conveyance documents.

Passed this 17th day of September 2026.

Mark Smidt, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 9/17/26

Presented By: Jim Ferneau

Subject: Approval of IEDA Demolition Funds Agenda Item: 10

Description:

One of the discussions that was held over the winter with the Iowa Economic Development Authority (IEDA) in regards to potential redevelopment of the SID Center into housing was how to have this be a truly transformative project for the surrounding neighborhood and the community as a whole. We talked about the need to do additional work, including demolishing substandard structures, finding ways to get other properties improved, and to also see if some in-fill housing can be accomplished in the area as well to improve the entire neighborhood. At the time, IEDA expressed an interest in providing demolition funding to assist us in doing improvements in the area. The attached agreement is a result of these discussions, providing up to \$270,000 towards the demolition of 15 properties in the area. The Grant is structured as a forgivable loan, meaning we have to meet their requirements for where the funds can be expended in order to have the funding forgiven.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: Fund 165 Title: Housing Development

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 AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH IOWA ECONOMIC DEVELOPMENT
AUTHORITY NUISANCE PROPERTY AND ABANDONED BUILDING
REMEDATION FUND**

WHEREAS, the City of Keokuk, Iowa has sought to address improving the overall housing stock in our community through a variety of mechanisms; and

WHEREAS, the City Council has entered into a project proposal for the redevelopment of the Southeast Iowa Development Center (SID Center) to incorporate approximately 35 new residential units; and

WHEREAS, the City and the State of Iowa recognize that transforming the neighborhood surrounding the SID Center would be beneficial to the long-term success of the project in particular as well as the City as a whole; and

WHEREAS, the City and the State of Iowa agree that implementing a focused demolition program of deteriorated buildings in the neighborhood surrounding the SID Center would be mutually beneficial.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the attached Iowa Economic Development Authority Nuisance Property and Abandoned Building Remediation Loan Agreement is approved and that the Mayor is hereby authorized to sign all documents necessary to accept and process the award.

PASSED, APPROVED, AND ADOPTED this 17th day of September 2026.

Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION FUND
LOAN AGREEMENT**

RECIPIENT:	City of Keokuk
AGREEMENT NUMBER:	27-NPAB-001
AWARD DATE:	09/01/2026
LOAN AMOUNT:	\$270,000
MATURITY DATE:	08/31/2031

THIS NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION FUND LOAN AGREEMENT (**the "Agreement"**) is made as of the Award Date by the IOWA ECONOMIC DEVELOPMENT AUTHORITY (**"IEDA"**), 1963 Bell Avenue, Des Moines, Iowa 50315 and the City of Keokuk, (**"Recipient"**), 501 Main Street, Keokuk, Iowa.

WHEREAS, the Recipient submitted an application to IEDA through IowaGrants.gov requesting financial assistance through the Nuisance Property and Abandoned Building Remediation Loan Fund program (**the "Program"**) described at *Iowa Code* section 15.338, including providing a Project description and Project budget as described in Attachment A (**the "Project"**); and

WHEREAS, the Iowa Economic Development Authority Director (**"Director"**) approved the application and awarded the Recipient a maximum of \$270,000 in financial assistance; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient and IEDA agree to the following terms:

1. Definitions.

a. **"Costs Directly Related"** means expenditures that are incurred for acquisition, demolition, disposal, redevelopment, or rehabilitation of a project to the extent they are attributable directly to the remediation or redevelopment of the property or its improvements. Examples of "Costs Directly Related" and expenditures that are not included as "Costs Directly Related" are set out 261 *Iowa Administrative Code (IAC)* 22.2.

b. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage awards received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov. The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

c. **"Project"** means a proposed plan for the remediation or redevelopment of nuisance properties and abandoned buildings in a city.

d. **"Public Nuisance"** means the same as defined in Iowa Code section 657A.1 and includes buildings with blighted characteristics as described in Iowa Code section 402.3.

e. **"Redevelopment"** means development activities associated with a project that are undertaken either for the purpose of remediating nuisance or abandoned properties, for constructing new buildings or improvements at a site where formerly existing buildings have been demolished, or for rehabilitating, reusing, or repurposing existing buildings or improvements at a project site.

f. **"Remediation" or "Remediating"** means the demolition, disposal, removal, repair, improvement, or rehabilitation of nuisance property or abandoned buildings at a site included in a

project.

2. General Loan Terms. The general terms of the Loan are as follows:

Maturity Date:	August 31, 2031
Interest Rate:	0%
Loan Amount:	\$270,000
Disbursement of funds:	Requests for disbursement of funds shall be made through IowaGrants.gov using a General Accounting Expenditure (GAX) form. The Recipient will submit proof of incurred or paid costs and documentation of any other matching funds Directly Related to the Project in support of each GAX. IEDA will review each GAX and supporting documentation, determine whether the incurred or paid costs submitted are Costs Directly Related to the Project and, if so, approve disbursement of funds. No request for disbursement shall be for an amount less than \$25,000. Project shall be completed by no later than August 31, 2028.
Repayment Due Date:	September 1, 2031
Repayment Terms:	Recipient to repay full loan amount due by August 31, 2029, provided that the loan is forgivable and if terms for forgiveness of the loan have been satisfied. If not forgiven, an amortization schedule will be prepared.
Properties Address / Geographic description of areas boundaries:	15 properties in the SID Center neighborhood (11 th -17 th Street, Main to Ridge).
Purpose:	Selected property demolition and clearance activities.

3. Agreement term. This Agreement shall be in full force and effect from complete execution of this Agreement until the Loan is repaid in full.

4. Covenants. The Recipient covenants as follows:

- a. It shall use the loan only for Costs Directly Related to the Project.
- b. The Public Nuisance for which the loan shall be used for Redevelopment or Remediation meets the definition of a “public nuisance” as defined herein and in applicable administrative rules.
- c. The information contained in the Recipient’s “Budget Activity” and the Recipient’s Loan Application, both contained in the Recipient’s IowaGrants.gov account, and other documents incorporated by this Agreement is true and accurate to the best of the Recipient’s knowledge and belief.
- d. Throughout the term of this Agreement, the Recipient shall remain eligible for and comply with the requirements of the Program described at *Iowa Code* section 15.338, 261 IAC Chapter 22, and the provisions of this Agreement.

5. Loan repayment terms. The Recipient shall repay the Loan on or before the Repayment Due Date. However, no repayment will be required, and the loan will be forgiven if IEDA determines that the Recipient has completed the Project by the Project ending date of August 31, 2028. The IEDA shall

make the final determination as to whether Project activities and costs satisfy Program requirements and whether the Recipient completed the Project on or before the above-mentioned date.

6. Early repayment. The outstanding balance of the Loan may be prepaid in whole or in part without premium or penalty.

7. Acceleration upon default. In the event of an unremedied Event of Default under this Agreement, IEDA may declare the entire unpaid principal immediately due and payable.

8. Default. An unremedied Event of Default may result in termination of this Agreement and repayment of all or a portion of the Loan disbursed to Recipient plus default interest at a rate of 6% per annum and costs. Any one or more of the following shall constitute an Event of Default under this Agreement:

- a. Failure to make a payment when due (whether by lapse of time, acceleration or otherwise) for more than ten (10) business days of the due date thereof of any Loan; or
- b. Default in the observance or performance of any term of any Security Document required by this Agreement beyond any applicable grace period set forth therein or any deficient or not perfected security interest in the appropriate priority; or
- c. Default in the observance or performance of any other provision of this Agreement; or
- d. Any representation or warranty made by the Recipient in this Agreement or in any statement or certificate furnished by it pursuant to this Agreement, or made by the Recipient as found in the Recipient's IowaGrants.gov account, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof or the Recipient breaches any covenant set out herein; or
- e. Any change in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Agreement, including, without limitation, judgments entered against the Recipient; or
- f. IEDA in good faith deems the Recipient insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement, or the performance of or observance of the covenants in this Agreement, is or will be materially impaired; or
- g. The Recipient or the Recipient's contractor(s) fails to employ only individuals legally authorized to work in this state.

9. Prohibition of assignment or transferability. The Recipient shall not sell, trade, transfer or otherwise assign any portion of the loan or any obligation to repay any portion of the Loan, except as expressly stipulated in this Agreement.

10. Security. The Recipient shall secure this Agreement by pledging local city funds, including, but not limited to, General Obligation bonds, revenue bonds, tax receipts, user fees, and other local sources.

11. Disbursements of Award Funds. The obligation of IEDA to disburse funds under this Agreement shall be subject to the conditions described in this section. Recipient shall submit requests for disbursement of funds. The minimum request for disbursement shall be \$25,000. Recipient shall prepare, sign and submit disbursement requests and reports as specified in this Agreement in the form and content required by IEDA. Recipient shall review all disbursement requests and verify that claimed expenditures or incurred costs are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. Funds will not be disbursed until IEDA has received each of the following documents, properly executed and completed, and approved by IEDA as to form and substance:

- a. Fully executed agreement.
- b. A fully executed Promissory Note, in the form found in Exhibit A.
- c. IEDA shall have received such other contracts, instruments, documents, certificates, and opinions as the IEDA may reasonably request.
- d. Requests for disbursement.

12. Representations and warranties. The Recipient represents and warrants to IEDA as follows:

- a. The Recipient has full right and authority to enter into this Agreement. The person signing this Agreement has full authority on behalf of Recipient to:
 - i. Sign this Agreement, and
 - ii. Issue Promissory Notes on behalf of the Recipient, and
 - iii. Secure Recipient's obligations under this Agreement, if required, and
 - iv. Obligate the Recipient to perform each and all of the obligations under the Agreement.
- b. The Recipient shall use the Loan only for the Purpose described in this Agreement.
- c. Since the IEDA awarded the Loan, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.
- d. The statements and other information furnished to the IEDA and its agents by Recipient in its application and in connection with the negotiation of this agreement do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading.
- e. The Recipient owns, possesses, or has the right to use all necessary property, intellectual, personal, real or otherwise, and has all necessary permits to conduct its business.
- f. There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient threatened, against the Recipient, which if adversely determined, would result in any material adverse change in the financial condition of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.
- g. The Recipient is not in default under the terms or any covenant, indenture, or Agreement of or affecting the Recipient, which default, if uncured, would have a material adverse effect on its financial condition of the Recipient.
- h. No default or event of default described in this Agreement has occurred or is continuing.
- i. These warranties and representations are made as of the Recipient's execution of this Agreement and shall be deemed to be renewed and restated by the Recipient at the time of each request for disbursement of the Loan.

13. Records. The Recipient is required to maintain its books, records and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by IEDA. Records to verify compliance with the terms of this Agreement shall be available at all times and made available to IEDA and its designees at places and times designated by IEDA for the duration of this Agreement and any extensions thereof. Recipient shall make its records available to: (i) IEDA, (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa, the Attorney General of the State of Iowa, (iv) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies. Recipient shall retain the records for a period of three (3) years from the fulfillment of obligations under this Agreement, unless the records are the subject of an audit,

investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

14. Reports. The Recipient is required to submit periodic project status/accomplishment reports to IEDA in the manner and timeframe specified for such reports by IEDA.

15. Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA, the State of Iowa, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following: any claim, demand, action, citation or legal proceeding arising out of or resulting from the Loan; any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Agreement; any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Agreement; and any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of their agents in its or their capacity as an employer of a person.

16. Choice of Law and Forum. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. This provision shall not be construed as waiving any immunity to suit or liability in state or federal court which may be available to the IEDA, the State of Iowa or its members, officers, employees, or agents.

17. Governing Law. This Agreement and the rights and duties of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Iowa without regard to principles of conflicts of laws.

18. Agreement Amendments. Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, unless done so in writing and signed by the Recipient and IEDA. Examples of situations requiring an amendment include, but are not limited to, time extensions and significant alterations of Project activities.

19. Notices. Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately, the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth in Section 1, as modified from time to time, as being the address of the Recipient.

20. Headings. Article headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

21. Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Agreement. Any IEDA determinations with respect to compliance with the provisions of this Agreement shall be deemed to be final determinations pursuant to *Iowa Code Chapter 17A*, Iowa Administrative Procedure Act.

22. Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

23. Survival of Representations. All representations and warranties made herein or in any other Agreement document or in certificates given pursuant hereto or thereto shall survive the execution and

delivery of this Agreement and the other Agreement documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Agreement have been satisfied.

24. Severability of Provisions. Any provision of this Agreement, which is unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Agreement or any other Agreement document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Agreement and any other incorporated document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement or any other incorporated document invalid or unenforceable.

25. Termination. This Agreement can be terminated under each of the following circumstances:

- a. Upon written agreement of the Recipient and IEDA.
- b. As a result of the Recipient's unremedied event of default pursuant to this Agreement.
- c. As a result of any termination, reduction, or delay of funds due, in whole or in part, to (i) lack of, reduction in, or a de-appropriation of revenues previously appropriated or authorized for this Agreement, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of funds available for loans available under the Nuisance Property And Abandoned Building Remediation Assistance program.

26. Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Agreement:

1. Attachment A - Recipient's "Loan Application" and "Budget Activity" as found in the Recipient's IowaGrants.gov account.
2. Exhibit A - Promissory Note(s)

27. Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Articles 1 - 28 of this Agreement.
2. Attachment A - Recipient's "Loan Application" and "Budget Activity" as found in the Recipient's IowaGrants.gov account.
3. Exhibit A - Promissory Note(s)

28. Integration. This Agreement contains the entire understanding between the Recipient and IEDA relating to the Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Agreement.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the latest date stated below.

RECIPIENT: City of Keokuk

BY:	_____	_____
	Mark Smidt, Mayor	Date
	City of Keokuk	
	501 Main Street	
	Keokuk, Iowa 52632	

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:	_____	_____
	Deborah Durham, Director	Date

EXHIBIT A**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, at its office at 1963 Bell Avenue, Des Moines, Iowa 50315, the sum of \$270,000 with interest thereon at **0 percent (0%)** to be paid as follows:

1. **Full payment of \$270,000 by loan maturity date of September 1, 2031.**

Upon any event of default, 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 Loan Agreement, NPAB Loan # 27-NPDR-002.

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.

RECIPIENT: City of Keokuk

BY:

Mark Smidt, Mayor
City of Keokuk
501 Main Street
Keokuk, Iowa 52632

Date