

AGENDA
CITY COUNCIL MEETING
October 15, 2026
Keokuk City Council Chambers
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Report:
5. Citizens' Comments:
6. Consent Agenda.
 - Minutes of the Regular Council meeting of October 1, 2026;
 - Cash Receipts & Treasurer's Report for September 2026;
 - Resolution Approving a Liquor License for Gate City Restaurant and Bar, 2601 Main Street, Class C Retail Alcohol License – effective October 24, 2026;
 - Resolution Approving a Liquor License for Los Tapatios Restaurant, 706 Main Street, Class C Retail Alcohol License – effective November 1, 2026;
 - Resolution Approving a Liquor License for Site Food Mart, 1301 Main Street, Class E Retail Alcohol License – effective November 1, 2026;
 - Approve Cigarette/Tobacco License for Site Food Mart effective November 1-June 30, 2027;
 - Re-appoint Catie Henoch, Jerry Herr, Janice Lindner, Raeann Salter, and Terry Twitchell to the Grand Theatre Commission, terms to expire November 5, 2029;
 - Motion to pay bills and transfers listed in Register No.'s 5568-5570;
7. Consider resolution authorizing internal loan from general fund to tax increment revenue fund.
8. Consider resolution authorizing advancement of costs for an Urban Renewal Project and Certification of Debt incurred by the City for payment under Iowa Code Section 403.19.
9. Consider resolution approving Police Department restructure.
10. Consider resolution authorizing demolition of a structure located at 600 North 9th street.
11. Consider resolution approving acceptance of City Council Goal Setting Report.
12. Motion to approve the initial reading of an Ordinance providing that General Property Taxes levied and collected each year on certain property located within the amended Twin Rivers Urban Renewal Area, in the City of Keokuk, County of Lee, State of Iowa, by and for the benefit of the State of Iowa, City of Keokuk, County of Lee, Keokuk Community School Districts, and other taxing districts, be paid to a special fund for payment of principal and interest of loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the city in connection with the amended Twin Rivers Urban Renewal Area (2026-2 Parcels).
13. Consider resolution authorizing the purchase of real property located at 128 North 19th Street, Keokuk, Iowa.
14. Consider resolution authorizing sale of two fire trucks.
15. Presentation from Kinetic (Windstream) on fiber installation project.
16. Council Liaison Reports:
17. Staff Reports:
18. Adjourn Meeting.

**MINUTES
CITY COUNCIL MEETING
October 1, 2026
501 Main Street - 5:30 P.M.**

The City Council of the City of Keokuk met in regular session on October 1, 2026, at 501 Main Street. Mayor Pro-Tem Michael Greenwald called the meeting to order at 5:30 p.m. There were eight council members present, one absent. Todd Marshall, Tyler Walker, Kathie Mahoney, Doug Matlick, Devon Dade, Steve Andrews, Roger Bryant, and Michael Greenwald were present. Matt VanBerkum was absent. Staff in attendance: City Administrator Jim Ferneau, Deputy City Clerk Amy Benson, Public Works Director Brian Carroll, Community Development Director Pam Broomhall & Vince Sanders, Police Chief Zeth Baum, and Waste Water Treatment Plant Manager Tom Wills.

MAYOR'S REPORT: Mayor Smidt was on vacation, Mayor Pro Tem Greenwald thanked the city council members that attended the Goal Setting Session this past Saturday, said we should be receiving a written report on how it went within a few weeks to review. Thanked the citizens throughout the community for all their volunteer hours for making the following happen. Geode Fest, Walldogs with new murals and cleaning things up, Big Dam Street Festival with music and rides for kids, Saddle Club being very active. Spoke on the potential for a steel plant coming to Lee County. Friday evening at 7 p.m. will be military appreciation night out at the football game, honoring all our veterans.

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

- Minutes of the Regular Council meeting of September 17, 2026;
- **RESOLUTION NO. 179-2026:** Approving a Liquor License for Southside Boat Club, 625 Mississippi River Drive, Class F Retail Alcohol License – effective October 31, 2026;
- **RESOLUTION NO. 180-2026:** Approving a Liquor License for Aldi Inc. #15, 3379 Main Street, Class B Retail Alcohol License – effective November 7, 2026;
- Appointment of Evan Printy to the Grand Theatre Commission, term to expire November 5, 2029;
- Motion to pay bills and transfers listed in Register No.'s 5565-5567;

Motion made by Bryant, second by Dade to approve the following proposed **RESOLUTION NO. 181-2026:** "A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT FOR AIRPORT TERMINAL BUILDING PROJECT." (8) AYES, (0) NAYS. Motion carried.

Motion made by Matlick, second by Dade to approve the following proposed **RESOLUTION NO. 182-2026:** "A RESOLUTION APPROVINNG MOU WITH WINDSTREAM COMMUNICATIONS, LLC." (8) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Bryant to approve the following proposed **RESOLUTION NO. 183-2026:** "A RESOLUTION AWARDING A CONTRACT TO W.L. MILLER COMPANY FOR NORTH 4TH STREET FROM FRANKLIN TO ORLEANS AVENUE MILL & FILL PROJECT." (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Matlick to approve the following proposed **RESOLUTION NO. 184-2026:** "A RESOLUTION ISSUING A CERTIFICATE OF COMPLETION FOR THE SOUTH 18TH STREET RECONSTRUCTION PROJECT." (8) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Dade to approve the following proposed **RESOLUTION NO. 185-2026:** "A RESOLUTION APPROVING EFFORTS FOR RELEASE OF FEDERAL INTEREST IN THE RBEG REVOLVING LOAN FUND." (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Walker to approve the following proposed **RESOLUTION NO. 186-2026:** "A RESOLUTION APPROVING RELEASE OF AGREEMENT AND MORTGAGE AND COVENANT OF USE." (8) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Pam Broomhall introduced Vince Sanders, who will be taking her place as Community Development Director upon her retirement. Chief Baum discussed different grant funding for the police department, informed on police vehicles, and said Saturday from 3-6 p.m. Hy-Vee is hosting a car show as well as a fundraiser for their K9 unit. Carroll gave update on the need to find new storage for items currently being stored in the SEIDC. Jim inquired about the Finance Committee setting up a meeting regarding health insurance and the impact of the property tax bill and ways to minimize the impact. Motion made by Dade, second by Bryant to adjourn the meeting at 5:56 p.m.

**CASH RECEIPTS
SEPTEMBER 2026**

General Fund	\$	298,962.43
Park Maint/Improv Total	\$	150.00
Road Use Tax	\$	116,055.51
Employee Benefit Total	\$	83,468.81
Sales Tax - Human Dev Total	\$	169,133.45
Tax Increment Financing Total	\$	21,350.09
Economic Development Total	\$	1,235.00
Library Trust Total	\$	175.00
Debt Service Total	\$	32,390.04
Cap Proj Elkem/Brownfield Total	\$	88,422.01
Perpetual Care	\$	2,120.00
WPC Maint/Operation Total	\$	252,096.30
WPC Impr Reserve Total	\$	53.81
Solid Waste Total	\$	90,091.52
Municipal Bridge Total	\$	2,875.31
Internal Service Fund Total	\$	59,901.93
TOTAL	\$	1,218,481.21

TREASURER'S REPORT

CALENDAR 9/2026, FISCAL 3/2027

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	951,994.29	298,962.43	755,210.17	298.65-	495,447.90
002	PARK MAINT/IMPROV	151,731.64	150.00	6,358.62	.00	145,523.02
003	POLICE ASSET FUND/FORFE	1,073.50	.00	600.00	.00	473.50
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,653,871.06	116,055.51	176,804.87	2.09	1,593,123.79
112	EMPLOYEE BENEFIT	1,078,655.94	83,468.81	3,757.01	.00	1,158,367.74
119	EMER - TAX LEVY	.00	.00	.00	.00	.00
121	SALES TAX - HUMAN DEV	1,521,356.09	169,133.45	.00	.00	1,690,489.54
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	984,537.51	21,350.09	.00	.00	1,005,887.60
160	ECONOMIC DEVELOPMENT	98,718.31	1,235.00	5,771.93	.00	94,181.38
165	HOUSING DEVELOPMENT	250,000.00	.00	.00	.00	250,000.00
166	IEDA DEMOLITION FUND	.00	.00	.00	.00	.00
167	LIBRARY TRUST	127,351.00	175.00	.00	.00	127,526.00
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	32,390.04	12,500.00	.00	774,483.64
301	CAPITAL IMPROV PROJECTS	3,363,347.52	.00	381,797.48	.00	2,981,550.04
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP SOUTHEAST IA DEV CT	96,571.63-	.00	33,627.82	.00	130,199.45-
304	CAP PROJ ELKEM/BROWNIE	230,372.41-	88,422.01	1,278,280.61	.00	1,420,231.01-
305	CAP AIRPORT PROJ	370,095.57-	.00	.00	.00	370,095.57-
306	CAP PROJ-FACILITY/EQUIP	547,270.55	.00	.00	.00	547,270.55
500	PERPETUAL CARE	523,055.29	2,120.00	.00	.00	525,175.29
610	WPC MAINT/OPERATION	2,013,058.44	252,096.30	258,134.40	1,469.64-	2,005,550.70
611	WPC IMPR RESERVE	619,364.01	53.81	4,092.50	.00	615,325.32
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	326,456.49	90,091.52	70,856.44	.05	345,691.62
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	1,613,658.39	2,875.31	19,576.13	567.49	1,597,525.06
810	INTERNAL SERVICE FUND	71,156.07	59,901.93	59,905.99	.00	71,152.01
Report Total		17,362,944.82	1,218,481.21	3,067,273.97	1,198.66-	15,512,953.40

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR
GATE CITY RESTAURANT AND BAR**

WHEREAS, Application has been made by Gate City, LLC for a Class C Retail Alcohol License for Gate City Restaurant and Bar, 2601 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, Gate City, 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 C Retail Alcohol License for Gate City Restaurant and Bar, 2601 Main Street, effective October 24, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed & Approved this 15th day of October 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
LOS TAPATIOS RESTAURANT, 706 MAIN STREET**

WHEREAS, Application has been made by Chaparita LLC, for a Class C Retail Alcohol License for Los Tapatios Restaurant, 706 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, Chaparita 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 C Retail Alcohol License for Los Tapatios Restaurant, 706 Main Street, effective November 1, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 15th day of October 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS E RETAIL ALCOHOL LICENSE FOR
SITE FOOD MART, 1301 MAIN STREET**

WHEREAS, Application has been made by Nest Venture Group LLC for a Class E Retail Alcohol License for Site Food Mart, 1301 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, Nest Venture Group 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 E Retail Alcohol License for Site Food Mart, 1301 Main Street, effective November 1, 2026, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 15th day of October 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

Council Meeting Agenda October 15, 2026
CIGARETTE PERMITS November 1-June 30, 2027

Site Food Mart (**New Owner**)
1301 Main Street

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF OCTOBER 15, 2026.

REGISTER NO. 5568

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$	418.00
AMI PIPE & SUPPLY	PARTS/SUPPLIES	\$	80.25
KEOKUK MUNICIPAL WATER WORKS	GARBAGE/SEWER BILLING	\$	3,815.00
GATE CITY PUBLISHING	PUBLICATIONS	\$	792.62
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL SEPT.2026	\$	150.00
GRAY QUARRIES, INC	ROADROCK&PEA GRAVEL ST.&SEWER	\$	6,793.00
HARTRICK'S LUMBER	SUPPLIES	\$	142.36
RIVER CITY PARTS, INC.	PARTS	\$	47.90
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$	120.50
S. J. SMITH WELDING SUPPLY	PARTS/SUPPLIES	\$	214.75
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$	2,875.50
TASKE FORCE, INC.	SERVICES	\$	2,370.75
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$	1,832.14
ALLIANT	SERVICES	\$	53,746.64
PETTY CASH-KEOKUK LIBRARY	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	18.50
THE CARDBOARD BOX	UPS CHARGES WWTP	\$	119.31
ENVIRONMENT RESOURCE ASSOCIATE	LAB SUPPLIES-WPC	\$	803.22
HACH COMPANY	WPC LAB SUPPLIES	\$	954.74
GREAT RIVER REGIONAL WASTE	SERVICES	\$	11,902.67
LEE COUNTY RECORDER/REGISTRAR	SERVICES	\$	17.00
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES WPC	\$	77.65
SHOEMAKER & HAALAND	PROFESSIONAL SERVICES	\$	2,302.08
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$	6,669.34
GOODYEAR AUTO SERVICE CENTER	WHEEL ALIGNMENT #21 KPD	\$	109.92
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$	3,936.00
W. L. MILLER COMPANY	10TH STREET MILL AND OVERLAY	\$	426,524.34
VEENSTRA & KIMM, INC.	PROFESSIONAL SERVICES	\$	3,548.00
HILL PRINTING	SUPPLIES	\$	1,349.42
R.L. HOENER COMPANY	LABOR/MILEAGE/FUEL CARD ISSUES	\$	352.50
ELLIOTT EQUIPMENT CO.	PARTS/SUPPLIES	\$	338.18
IOWA PRISON INDUSTRIES	SIGNS RUT	\$	982.52
TERMINAL SUPPLY CO.	PARTS/SUPPLIES	\$	229.50
AT&T MOBILITY	SERVICES	\$	1,174.34
AUTOZONE	BATTERY	\$	65.99
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$	(470.20)
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$	1,987.79
WISS & WISS EQUIPMENT INC.	PARTS/SUPPLIES	\$	11.83
STANARD & ASSOCIATES, INC.	FIRE DEPT. TESTING MATERIAL	\$	253.00
O'REILLY AUTOMOTIVE INC.	PARTS	\$	930.21
ANDREW WHITAKER	REIMB.TRAVEL/URBAN DEER QUALIF.	\$	172.00

REGISTER NO. 5569

MEDIACOM	SERVICES	\$	19.95
LCL FARMS INC.	BIO SOLID SPREADING OCT.2026	\$	6,695.00
GRAINGER	PARTS/SUPPLIES	\$	2,234.61
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$	105.89
KATHY JOYCE	REIMB.POSTAGE GRAND THEATRE	\$	246.00
BRETT DAVIS	REIMB.TRAVEL PER DIEM LUNCH	\$	22.00
CARD SERVICES	KEOKUK PUBLIC LIBRARY	\$	640.54
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$	429.00
WEST CENTRAL FS INC.	BULK FUEL	\$	29,887.20
KLINGNER & ASSOCIATES, P.C.	PROFESSIONAL SERVICES	\$	846.45
VERIZON WIRELESS	SERVICES	\$	697.25
IDEXX DISTRIBUTION, INC.	LAB SUPPLIES	\$	3,910.20
BESTDRIVE PALMYRA	TIRES SANITATION DEPT.	\$	579.90
DARKSIDE TINT & GRAPHIX	DECALS TAHOE KPD	\$	400.00
JACOB MOORE	URBAN DEER HUNTING QUALIF.2026	\$	100.00
INTERSTATE BILLING SERVICE,INC	CREDIT ON ACCOUNT	\$	(9.69)
MID COUNTRY MACHINERY, INC.	PARTS/FREIGHT BRIDGE DEPT.	\$	284.03
CINTAS CORP	SERVICES	\$	1,831.24
COMMERCIAL CONTRACTING	CONTRACTUAL WORK	\$	122,102.50
SOUTHEAST IOWA GARAGE DOOR	PARTS BRIDGE DEPT.	\$	468.00
ICONNECTYOU	SERVICES	\$	439.53
RADIO KEOKUK	4TH QUARTER BILLING/ADVERTISING	\$	1,375.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	600.00
IOWA ONE CALL	SERVICES	\$	117.90
ALARM SYSTEMS, INC	LABOR/SERVICE REPLACE.CAMERAS	\$	999.84
SHARED IT INC	IT SERVICES	\$	833.50
TRI-STATE HEATING & ELECTRIC	NUISANCE MOWINGS	\$	4,380.00
DANIEL CRENSHAW	SAFETY BOOTS SEWER DEPT.	\$	120.00
VERTICAL COMMUNICATIONS INC.	SERVICES	\$	109.85
NAPA AUTO PARTS	PARTS STREET DEPT.	\$	14.51
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$	259.78
SchraGIS Solutions	GIS MAINTENANCE	\$	600.00
MASON SCHAU	REIMB.TRAVEL EXPENSES KPD	\$	258.00
JOYCE SAPP	REIMB.SUPPLIES GRAND THEATRE	\$	83.61
ELITE LAWN AND LANDSCAPE LLC	NUISANCE CLEANUPS	\$	3,000.00
HEY BRUCE INC.	MOWING/FUEL REIMB.@ AIRPORT	\$	1,352.52
JONES CONTRACTING CORP.	CONTRACTUAL WORK	\$	153,280.08
CENGAGE LEARNING INC./GALE	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	233.05
MCCLOUD SERVICES	GENERAL PEST CONTROL SEIDC	\$	130.06
MONTROSE MEMORIAL LIBRARY	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	19.99
TEST INC.	WPC BIOSOLIDS	\$	1,844.00
POINTE COMMERCIAL	BATTERY DEODORIZER LIBRARY	\$	14.90
HTS NEXUS	SERVICES	\$	105.69

REGISTER NO. 5570

AMAZON CAPITAL SERVICES	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	1,922.87
IMON COMMUNICATIONS, LLC	SERVICES	\$	999.43
D.W. ZINSER COMPANY, INC.	DEMO&SOIL REMED.ELKEM PARCEL D	\$	359,568.84
T-MOBILE	SERVICES	\$	1,390.93
KLINE ELECTRIC, INC.	MAIN ST.& N.7TH TRAFFIC SIGNAL	\$	45,782.89
CHARITY MARSHALL	FLOWER GARDEN RENTAL REFUND	\$	30.00
		\$	1,289,116.10



COUNCIL ACTION FORM

Date: October 15, 2026

Presented By: Jim Ferneau

Subject: Internal TIF loan for administrative costs Agenda Item: 7

Description:

The most recent TIF Urban Renewal Plan amendment authorized the use of TIF funds to cover administrative costs, such as attorney fees and staff costs, incurred in the general fund to be reimbursed by TIF Fund revenue in the following year. The authorization allowed was \$25,000 annually for up to 5 years.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: Tax Increment Financing - Admin Cost support

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:

Approve the Resolution to establish the basis for a \$25,000 transfer from TIF to General Fund in the Fiscal Year 2028 budget to cover Administrative Costs.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING INTERNAL LOAN FROM GENERAL FUND TO TAX
INCREMENT REVENUE FUND**

WHEREAS, the City of Keokuk, Iowa, (the “City”) has established an urban renewal area in the City known as the Amended and Restated Twin Rivers Urban Renewal Plan for the Twin Rivers Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the City Council has created the Tax Increment Revenue Fund (the “Tax Increment Revenue Fund”), into which all incremental property tax revenues received from the Urban Renewal Area shall be deposited; and

WHEREAS, the City has recurring expenses related to projects which have been undertaken in the Urban Renewal Area (the “Expenses”); and

WHEREAS, in order to make the cost of the Expenses eligible to be paid from future incremental property tax revenues, it is necessary to create an internal debt;

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

Section 1. It is hereby directed that \$25,000, twenty-five thousand dollars be advanced to the Tax Increment Revenue Fund from the General Fund, in order to pay project costs associated with urban renewal projects including attorney fees and administrative staff costs for the fiscal year 2026. Such advance shall be treated as a loan (the “Loan”) to the Tax Increment Revenue Fund and shall be repaid to the General Fund out of incremental property tax revenues received with respect to the Urban Renewal Area.

Payments on the Loan are subject to annual appropriation by the City Council and subject to the Council’s determination that there are incremental tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Revenue Fund.

Once appropriated, payments may be made on the Loans on June 1 of each year to the extent there are incremental tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Revenue Fund. The right is hereby reserved to issue additional obligations, or to enter into additional loans, payable from the Tax Increment Revenue Fund, which may either rank on a parity with the Loan or may have a priority over the Loan with respect to the revenues in the Tax Increment Revenue Fund.

Section 2. The Tax Increment Revenue Fund is hereby pledged to the repayment of the Loan, and a copy of this Resolution shall be filed in the office of the Lee County Auditor to evidence this pledge. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify to the Lee County Auditor, no later than December 1, 2026, the original amount of the Loan as an obligation that is eligible to be repaid from future incremental property tax revenues, and to certify no later than December 1 of each succeeding year, any remaining outstanding balance of the Loan.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

APPROVED and ADOPTED this 15th day of October 2026.

CITY OF KEOKUK, LEE COUNTY, OWA

By: _____
Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: October 15, 2026

Presented By: Jim Ferneau

Subject: Resolution Authorizing Advancement of Costs Agenda Item: 8

Description:

One of the items that we are processing as part of the redevelopment of the SID Center is the repayment of \$69,294.50 to the Economic Development Administration for their proportional "ownership" (32%) of the SID Center's appraised value. The repayment was approved by the City Council at the last meeting. The Resolution under consideration at this meeting, authorizing the advancement of costs for this expenditure, provides for the Fund 303 Capital Fund, where the EDA repayment was made, to be reimbursed by the TIF Fund in Fiscal Year 2028 after the appropriate certification of this advancement.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: Tax Increment Financing - Admin Cost support

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Resolution Approving EDA reimbursement

Date

10/01/2026

Recommendation:

Approve the Resolution.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ADVANCEMENT OF
COSTS FOR AN URBAN RENEWAL PROJECT AND
CERTIFICATION OF DEBT INCURRED BY THE CITY
FOR PAYMENT UNDER IOWA CODE SECTION 403.19**

WHEREAS, the City of Keokuk, Iowa adopted the Amended and Restated Twin Rivers Urban Renewal Plan (the "Plan") for the Twin Rivers Urban Renewal Area (the "Urban Renewal Area") in 2008, which Plan has subsequently been amended several times, most recently by Amendment No. 8 to the Plan in 2025; and

WHEREAS, pursuant to Ordinance No. 2062, there has been established the Twin Rivers Urban Renewal Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area are deposited for purposes of reimbursing indebtedness incurred by the City in further of qualifying urban renewal projects; and

WHEREAS, the Plan, as amended, authorized various projects as urban renewal projects to be undertaken within the Urban Renewal Area, including the provision of "**land**, loans, grants, tax rebates, infrastructure assistance and other incentives" in support of future development agreements ("Future Development Agreements"); and

WHEREAS, as authorized in the Plan, the City entered into a Purchase, Sale, and Development Agreement ("PSDA") with MM Real Estate, LLC ("Developer") pursuant to which the City would convey blighted property in the Urban Renewal Area, including the Southeast Iowa Development (SID) Center ("Development Property"), to Developer and Developer would redevelop the Development Property into Housing Units consistent with the objectives of the Plan ("SID Center Project"); and

WHEREAS, the City had previously received financial assistance from the Economic Development Administration, United States Department of Commerce, ("EDA") for the redevelopment of the SID Center; and

WHEREAS, the EDA placed specific stipulations on the eligible use of the property for a defined period of time that were incorporated into an Agreement and Mortgage which were recorded against the SID Center property; and

WHEREAS, in order to allow Developer to repurpose the Sid Center into Housing Units as contemplated in the PSDA, the City is required to obtain a release from the EDA which is contingent upon the City reimbursing the EDA for its proportional project share of the appraised building valuation ("EDA Reimbursement Payment"); and

WHEREAS, the City has advanced or will advance funds from its Fund 303 Capital Fund to make the EDA Reimbursement Payment which is a necessary condition precedent to the City otherwise fulfilling its obligations under the PSDA with Developer; and

WHEREAS, the amount of funds to be advanced for the EDA Reimbursement Payment is anticipated to be \$69,294.50, and it is the intention of the City to certify this amount of funds advanced for the EDA Reimbursement Payment for reimbursement under Iowa Code Section 403.19; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Iowa Code Chapter 403; and

WHEREAS, the PSDA is a Future Development Agreement as identified in the Plan, as amended, as an urban renewal project within the Urban Renewal Area, and, in the judgment of the Council fulfilling the City's obligations under the PSDA will further one or more of the objectives of the Plan; therefore, the PSDA constitutes a public use and purpose as provided by Iowa Code Chapter 403.

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

Section 1. The Council finds the PSDA is a "Future Development Agreement" described in the Plan as an Urban Renewal Project as defined in Iowa Code Chapter 403, and that making the EDA Reimbursement Payment is a necessary condition precedent to fulfilling the City's obligations under the PSDA.

Section 2. It is hereby directed that the total costs for the EDA Reimbursement Payment, advanced from time to time from the Fund 303 Capital Fund, up to an aggregate amount not to exceed \$69,294.50, shall be treated as an advance from the Fund 303 Capital Fund, and the Fund 303 Capital Fund shall be reimbursed the total actual amount of the EDA Reimbursement Payment from the Tax Increment Fund.

Section 3. All costs incurred for the EDA Reimbursement Payment, up to an aggregate amount not to exceed \$69,294.50, are approved to be advanced as described in Section 2, and certification for reimbursement from the Tax Increment Fund under Iowa Code Section 403.19 of the actual amount to be advanced shall be made on or before December 1, 2026 or by such later December 1 as determined appropriate by the City Administrator.

PASSED AND APPROVED this 15th day of October 2026.

Mark Smidt, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 10/15/26

Presented By: Chief Z. Baum

Subject: Sergeant Restructure Agenda Item: 9

Description:

On January 30th, 2026, during a budget meeting, a discussion related to the structure of the police department was had. This discussion resulted in the determination that the police department would re-implement a 4 Sergeant structure. In order to do so, \$2.14/hr will be moved from the night shift Captains pay to the night shift Sergeants pay once the promotional process is complete and those positions are filled with in-house personnel. This is in the current budget and is a movement of funds, not an additional expenditure.

This will result in a night shift Captain salary reduction from \$91,694.28 to \$87,020.52. A reduction of \$4,673.76.

This will also result in a 1st Class Patrolman being allocated as a Sergeant position, increasing the salary from \$77,971.81 to \$82,645.57. An increase of \$4,673.76.

This would take effect immediately.

This will complete the restructure as it relates to transitioning from two Sergeants to four Sergeants.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-110-6010 Title: Wages-Sergeants

Amount Budgeted: \$4,673.76

Actual Cost: \$4,673.76

Under/Over: ----

Funding Sources:

General Fund

Departments:

Police

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

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Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

RESOLUTION APPROVING POLICE DEPARTMENT RESTRUCTURE

WHEREAS, the City of Keokuk, Iowa recognizes the need to maintain an effective organizational structure within the Keokuk Police Department that supports operational efficiency, supervision, and the effective delivery of police services; and

WHEREAS, the City has determined that the duties and responsibilities assigned to the Night Shift Captain positions should be shared by Sergeants, resulting in a more efficient allocation of supervisory resources while continuing to meet the operational needs of the department; and

WHEREAS, the City desires to transfer the additional budgeted salary of \$2.14/hr from the Night Shift Captain positions to Sergeant positions within the Police Department without increasing the overall Police Department personnel budget resulting in the reduction of one Night Shift Captain, Matt Murphy, salary from \$91,694.28 to \$87,020.52 a First-Class Patrolman position, Nick Smidt, transitioning to a Sergeant position resulting in a salary increase from \$77,971.81 to \$82,645.57.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that a portion of the budgeted salary funding allocated to the Night Shift Captain position is hereby transferred to a Sergeant position within the Keokuk Police Department, and the appropriate City officials are authorized to make all necessary budgetary and payroll adjustments to implement this change on October 15, 2026.

PASSED, APPROVED, AND ADOPTED this 15th day of October, 2026.

Mark Smidt, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 10-15-2026

Presented By: Vince Sanders

Subject: Nuisance Demolition Agenda Item: 10

Description:

600 N 9 - Property has been a substandard nuisance; has been notified of the deteriorating, blighted structure and unsecured, failing roof of the non-registered vacant structure; has not made any effort with staff.

Two bids were received to complete the demolition, CCS bid \$9,268.42 and W & S was the low bid at \$ 8,900.00

The property owner will be billed for the demolition, if not paid within 30 days, a lien will be placed on the property.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 165-530-6499 Title: Contractual Services - Demo Fund

Amount Budgeted: 200,000

Actual Cost: 9,800.00

Under/Over: N/A

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve demolition contract.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AUTHORIZING DEMOLITION OF A STRUCTURE
LOCATED AT 600 NORTH 9TH STREET**

WHEREAS, the City solicited bids for the demolition of residential structure located at 600 N 9th Street; and

WHEREAS, the structures have been declared deteriorated blight at 600 N 9th Street and the

WHEREAS, two bids were received the lowest

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

That, the City Council hereby accepts the bid of Eight Thousand Nine Hundred Dollars and no cents (\$8,900.00) submitted by W and S Contracting (W&S) of Keokuk and authorizes the Mayor to sign contract for said demolition.

BE IT FURTHER RESOLVED, that a lien will be filed with the Lee County Treasurers Office against the properties for the total amount expended for demolition and related expenses if not paid within thirty (30) days of billing the property owner.

Passed & Approved this 15th day of October 2026.

Mark Smidt, Mayor

Attn: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: 10/15/26

Presented By: Jim Ferneau

Subject: Resolution Approving Council Goals Agenda Item: 11

Description:

The City Council was able to meet on September 26th to review its most recent Goals from 2022, reviewing both the items that had been achieved as well as others that still remained, and to update what current priorities they determined should be focused on for the next 2 to 3 years.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: ---- _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Recommend Approval.

Recommend Approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING ACCEPTANCE OF CITY COUNCIL
GOAL SETTING REPORT**

WHEREAS, the City Council of the City of Keokuk, Iowa last established a set of goals in 2022; and

WHEREAS, the City Council determined that it was in the best interest of the community to update its vision for goals and priorities for the community; and

WHEREAS, the City Council held a Goal Setting meeting on September 26, 2026, to review the previous goal setting report and to develop a new set of goals for the community to focus on for the future; and

WHEREAS, the City Council developed a vision for future goals to focus on for the next 2-3 years as summarized and presented in the attached Goal Setting Report.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Goal Setting Report is hereby approved and staff is directed to focus efforts on working on these goals as feasible, in conjunction with the oversight responsibilities laid out in the various goal categories.

PASSED, APPROVED, AND ADOPTED this 15th day of October 2026.

Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui- City Clerk

City Of Keokuk

Goal Setting Session

September 26, 2026 – 8:00AM-12:00PM - Keokuk City Hall

Summary Report

Facilitated by Iowa State University Extension and Outreach

Community and Economic Development

Overview

The City of Keokuk engaged Iowa State University Extension and Outreach, Community and Economic Development to facilitate a strategic goal setting session with city staff, the City Council, and the Mayor. The focus question for the session was: What are the goals for the City of Keokuk in the next 2-3 years? The session included reviewing the 2022 goals set by the city, surveys from Department Heads, and Iowa State University Data for Decision Makers. Following data review, a visioning process was conducted to imagine what the City of Keokuk could look like because of the work done during the session. Next, a consensus building workshop was conducted to identify and prioritize goals for the city. Lastly, small groups were formed to create action items and timelines for the goals identified.

Data Review

After reviewing the 2022 goals set by the city, surveys from Department Heads, and Iowa State University Data for Decision Makers. Here are some of the themes that were identified:

- The amount of accomplishments from the 2022 goal setting
- How to communicate these accomplishments to residents
- Trends and themes from the department heads were consistent
- Infrastructure and short term vs. long term vision
- Rental Inspection Program goal has not been completed and need guidance from council on the specifics and consistency.
- Sidewalk to Walmart not complete
- Mall Improvements
- Population is trending down
- Overall income trends and housing

Visioning

After reviewing the data, a visioning process was conducted. Those present were asked to imagine what Keokuk would look like in 2-3 years because of the goals set during the session. Here is what was captured:

- Pride in the community
- Neighborhood Initiatives
- Beautification
- Entry ways into city improved
- Current resources are being used
- New Housing
- Park Utilization
- Feeling of safety everywhere in town
- Lighting around city
- Utilization of the Riverfront
 - Art
 - Trail Improvement
 - Marina
 - More family friendly events
- Main Street corridor
- Everyone moving in the same direction

Environmental Scan

After the visioning process, an environmental scan was conducted to understand current strengths, weaknesses, opportunities, and dangers of success for moving toward the vision.

Strengths • Younger people have stepped up to fill roles • Small groups/non-profits doing good work in the community • Housing Trust Fund • World famous river! • Only National Cemetery in the state of Iowa • River access/recreation • Largest dam on the Mississippi with observation deck • Main street and its expansion • Council and staff have best for Keokuk in mind • Development, especially at the mall • Developer investment • Momentum	Weaknesses • Current economic state of the city and income levels generally • State legislation that has hampered progress • Negativity amongst residents • Same people doing most of the work and the fatigue that comes with this • No hospital: impacts recruitment and retention • Housing stock • Inconsistencies in accountability between ordinances and their enforcement judicially • Not able to afford to rotate through street/sidewalk improvements • Sewer replacement and maintenance • Infrastructure
Opportunities • Momentum that has been created: Keep it going! • Opportunity to attract new developers • Brownfield Grant for the Elkem site	Dangers of Success (unintended consequences) • Complacency • Setting expectations for continued success and balancing reasonable expectations given the fiscal constraints

Areas of Focus

After the environmental scan, a consensus workshop was conducted to identify the areas of focus for overarching goals.

These overarching goals were:

Infrastructure

- Capital Improvement Plan Development
- Sewer
- Streets
- Sidewalks
- Parks
- Riverfront

Housing

- Neighborhood Initiatives
- Demo
- Rehabilitation
- New development

Economic Development

- Bringing jobs and workforce to the area
- Workforce Initiative
- Attracting large and small business
- Availability of quality healthcare
- Main Street improvements

Communication

- Department Reports
- Council being informed by department heads
- Codes
- Improve social community fabric through financial stability and childcare
- Celebrate successes with residents
- Communicate better to the community

Goal Planning

The last phase of the process was to create action items and timelines for the goals set. Infrastructure is broken down into three separate areas that are aligned to allow for proper processes and protocols.

Infrastructure

Priority Area	Street Repair and Replacement
Goal Statement	Continue the rolling 5-year Street Plan
Coordinator	Brian Carroll
Key Personnel	Public Works Committee
Department	Public Works
Partners	SEIRPC
Available Resources	• GO Bonding • Local Option Sales Tax • Grant opportunities • Federal funding • SEIRPC, IDOT
Key Action Items	• Continue 5-year plan with reevaluation of priorities as need arise • Major and smaller projects to be layered into the plan

Timeline

6-12 Months	Continue with and update 5-year Street Improvement Plan Timea Street going out for bid
13-36	Complete Timea Street Construction Begin on Palean Street?
Longer Term	Maintain 5-year plan and continue to reevaluate future projects

Infrastructure (cont.)

Priority Area	Sewer
Goal Statement	Clear vision on sewer needs
Coordinator	Jim Ferneau
Key Personnel	Jim, Brian, Michael, Tom, Public Works Committee
Department	Sewer, WPC
Partners	• EPA • SEIRPC (funding) • Stanley and other engineering firms • Federal Government
Available Resources	• SRF • CDBG Funds • Federal allocations • Sewer revenues • GD or TIF
Key Action Items	• Pre-treatment program improvement. • Repair or replace existing sewer lines. • Negotiation with EPA on requirements. • Planning documents updated and day to day should align with long term plan. • Plan on future transitions of leadership (succession planning).

Timeline

6-12 Months	Development of 20 year sewer plan. Management structure development.
13-36	Working with EPA on amending CSO plan
Longer Term	20 year plan timeline

Infrastructure (cont.)

Priority Area	Parks
Goal Statement	Restructuring parks throughout the city
Coordinator	Parks Board, Brian Carroll
Key Personnel	Parks Committee and/or Commission
Department	Parks Department
Partners	SEIRPC- park study and park association
Available Resources	• General Fund • GO Bonding • Cost shares for grants
Key Action Items	Gather and evaluate park data

Timeline

6-12 Months	Evaluate data: usage of parks Prioritization of parks
13-36	Develop future use of parks that have be restructured
Longer Term	Possible reuse of park areas

Housing

Priority Area	Housing
Goal Statement	Create and improve desirable housing stock by 2029
Coordinator	Mark Smidt
Key Personnel	Community Development Director, Housing Official
Department	Community Development, Public Works, Housing
Partners	• SEIRPC • IEDA • LCEDG • Developers
Available Resources	• Grant Funding • TIF • Incentives from City • RLF for Housing
Key Action Items	• Create and Implement House Demolition Plan. • Identify, focused Housing Rehabilitation Plan: let public know of existing and created programs and assist with the process. • New Construction consisting of both infill housing and new subdivision.

Timeline

6-12 Months	Housing Demolition Plan created. Identify all potential funding sources for: • Rehab • New Construction • Identify subdivision and infill locations
13-36	15 houses down in targeted neighborhood per IEDA grant. Create a subdivision. Implement funded rehab project. Identify infill locations.
Longer Term	Continued city funding of demolition. Continue programming. Housing in new subdivision. Planned infill housing.

Communication

Priority Area	Communication
Goal Statement	Improve communications, both internal and external, by 2029
Coordinator	Jim Ferneau
Key Personnel	Rachel, Project Coordinator, Department Heads
Departments	All
Partners	• Mainstreet • Chamber • Tourism • LCEDG • SEIRPC • KEDC • Media
Available Resources	Staff Technology
Key Action Items	• Written Department Head Reports, done quarterly and presented to council staggered on schedule. • Create policy for media coordinator. Job description has already been created for Rachel. Website, social media, public events. • Internal partners meeting: Biannual

Timeline

6-12 Months	Social Media/Website and daily duties for project coordinator. All 3 action items started.
13-36	Revise/update expectations or reports/meetings.
Longer Term	Continue reports/meetings. Do not let end

Economic Development

Priority Area	Economic Development
Goal Statement	Industrial Parks Filled
Coordinator	Jim Ferneau
Departments	Community Development
Key Personnel	Vince Sanders, Mayor
Partners	• SBDC • LCEDG • SEIRPC • Mainstreet • Chamber
Available Resources	
Key Action Items	• Amend TIF by moving to expand use for industrial sites, city entryway, housing developments, and commercial. • Targeted incentive packages for industrial, city entryway, housing developments, and commercial. • Identify commercial demolition, Main Street. • Update and implement streetscape plan • Synergy between Main Street and City of Christmas

Timeline

6-12 Months	Establish TIF-eligible project sites, both commercial and industrial
13-36	Implement marketing plan for Kindustry Park and Elkem Industrial Site. Develop assistance for downtown building stabilization & improvement.
Longer Term	New Industrial Park as current park fills up.



COUNCIL ACTION FORM

Date: 10/15/26

Presented By: Jim Ferneau

Subject: Ordinance amending Urban Renewal Area (TIF) Agenda Item: 12

Description:

As we approach the end of the year, which brings with it alterations to how Tax Increment Financing rules work at the state level, we are looking to include several areas to capture valuation growth in for the next few years. These are all areas that have the potential for development to occur in the next couple of years. We are looking to add the Elkem Brownfields land as well as about 50 acres of land in Kindustry Park for potential future industrial development. We are also looking to add the current downtown Baymont Hotel as potential property for future improvements. From a housing perspective, we are adding lots on the 600 block between Concert St and Blondeau St for future reuse.

There are no projects associated with this ordinance amendment, just an addition of property to take full advantage of future valuation growth for tax increment capture.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: ---- _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Recommend Approval.

Recommend Approval.

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON CERTAIN PROPERTY LOCATED WITHIN THE AMENDED TWIN RIVERS URBAN RENEWAL AREA, IN THE CITY OF KEOKUK, COUNTY OF LEE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF KEOKUK, COUNTY OF LEE, KEOKUK COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED TWIN RIVERS URBAN RENEWAL AREA (2026-2 PARCELS)

WHEREAS, the City Council of the City of Keokuk, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 96-08, passed and approved on April 24, 2008, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Twin Rivers Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the City adopted Ordinance Nos. 1852, 1952, 2010, 2013, 2027, and 2062, to implement the division of revenue from taxation under Iowa Code Section 403.19; and

WHEREAS, the City Council now desires to provide for the division of revenue from taxation on an additional portion of the Urban Renewal Area ("2026-2 Parcels") in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended, which **2026-2 Parcels** area is legally described as follows:

TRACT 'C' OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, ALL PART OF TOWNSHIP 65 NORTH, RANGE 5 WEST OF THE 5TH P.M., IN AND FORMING A PART OF THE CITY OF KEOKUK, LEE COUNTY, IOWA, AS SHOWN ON THE REVISED PLAT OF SURVEY RECORDED IN BOOK 08S, PAGE 1205 IN THE OFFICE OF THE RECORDER OF LEE COUNTY, IOWA. DESCRIBED AREA CONTAINS 78.71 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

All of Lot 1, Kindustry Park, City of Keokuk, Lee County, Iowa, EXCEPT the Southeasterly 350 feet thereof, beginning at the Southeast corner of said Lot 1; thence N 89 degrees, 54'40" W, 775.51 feet to the Easterly right of way line of

Kindustry Road at point of curvature; thence Northwesterly 123.97 feet with a curve having a radius of 315.00 ft., concave Southwesterly with a L.C. bearing of N 10 degrees 34'13" W, 123.17 feet to a point on curvature; thence N 45 degrees 11'16" E, 324.53 ft. along centerline of proposed 40 ft. wide roadway easement; thence S 89 degrees 54'40" E, 570.55 ft. to a point located on the Easterly line of said Lot 1; thence S 00 degrees 17'11" W, 350.00 ft. to the point of beginning, containing 5.77 acres;

AND

All of Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), except the East One Hundred Sixty-nine (169) feet of said Lots Twelve (12) and Thirteen (13) in Kindustry Park, including that part of Kindustry Road adjacent to Lots Ten (10) thru Fourteen (14) that has been vacated by the City of Keokuk as recorded in Book 2017 Page 1201, City of Keokuk, Lee County, Iowa, containing 34.53 acres. Also excepting therefrom the North Four Hundred (400) feet of Lot Twelve (12), excepting therefrom the East One Hundred Sixty-nine (169) feet thereof;

AND

LOT ONE (1), BLOCK NINETY-FIVE (95), ORIGINAL CITY OF KEOKUK, LEE COUNTY, IOWA;

AND

EAST 3' OF LOT THREE (3), LOT TWO (2), BLOCK NINETY-FIVE (95), ORIGINAL CITY OF KEOKUK, LEE COUNTY, IOWA

[Note: The **2026-2 Parcels** are the only portion of the Urban Renewal Area that will be included in this TIF Ordinance. The City has previously adopted separate ordinances which provide for the division of revenue with respect to other portions of the Urban Renewal Area. Nothing in this Ordinance shall amend the other ordinances nor shall this Ordinance impact the base value or division of revenue already established in the previously approved ordinances.]

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

Section 1. That the taxes levied on the taxable property in the **2026-2 Parcels** of the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City Keokuk, County of Lee, Keokuk Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of

the taxable property in the **2026-2 Parcels** of the Urban Renewal Area, as shown on the assessment roll as of January 1, 2025, being January 1 of the calendar year preceding the effective date of this Ordinance, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Keokuk, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Keokuk, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; (iv) taxes for emergency medical services imposed pursuant to chapter 357F, 357G, or 422D; and (v) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the **2026-2 Parcels** of the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the **2026-2 Parcels** of the Urban Renewal Area exceeds the total assessed value of the taxable property in the **2026-2 Parcels** of the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the **2026-2 Parcels** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Keokuk, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the **2026 Parcels** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the **2026-2 Parcels** of the Urban Renewal Area, as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the **2026-2 Parcels** of the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2026

Read Second Time: _____, 2026

Read Third Time: _____, 2026

PASSED AND APPROVED: _____, 2026.

I, _____, City Clerk of the City of Keokuk, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2026, signed by the Mayor on _____, 2026, and published in the Daily Gate City on _____, 2026.

City Clerk, City of Keokuk, State of Iowa

(SEAL)



COUNCIL ACTION FORM

Date: October 15, 2026

Presented By: Brian Carroll, PWD

Subject: Purchase of Property at 128 North 19th Street Agenda Item: 13

Description:

Staff has identified an existing property at 128 North 19th Street, listed for \$210,000. The property includes approximately 2 acres and three buildings totaling approximately 9,850 square feet: a 4,800-square-foot building, a 4,400-square-foot building, and a 650-square-foot office building.

Public Works inspected the property on September 24 and again on October 8, 2026. The October 8 inspection was also attended by Department Manager Bob Wies and Councilperson Doug Matlick. The 4,800-square-foot building has a metal roof with a couple of minor leaks and a dirt floor. It appears suitable for storage of City trash cans and other materials that do not require a concrete floor. The 4,400-square-foot building is in better condition, has a concrete floor, and includes a heated office and restroom. The 650-square-foot office building could be used for City office or administrative purposes or leased to another party.

The buildings will be used for storage by Public Works and the Keokuk Fire Department. The City has an accepted backup offer to purchase the property.

Staff is asking council to authorize the purchase of the property for \$210,000, plus associated closing costs, and authorize the Mayor to sign the purchase paperwork on behalf of the City if and when the accepted backup offer becomes effective and the transaction is finalized.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: CAP IMPROVEMENTS

Amount Budgeted: _____

Actual Cost: \$210,000 + closing cost

Under/Over: _____

Funding Sources:

Sanitation _____ RUT _____

CAP Improvement Fund _____

Departments:

Sanitation _____ Street _____

KFD _____

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 AUTHORIZING THE PURCHASE OF REAL PROPERTY
LOCATED AT 128 NORTH 19TH STREET, KEOKUK, IOWA**

WHEREAS, the City of Keokuk has an accepted backup offer to purchase the real property located at 128 North 19th Street, Keokuk, Iowa, for \$210,000, plus associated closing costs; and

WHEREAS, the property consists of approximately two acres and three buildings totaling approximately 9,850 square feet, including buildings of approximately 4,800 square feet, 4,400 square feet, and 650 square feet; and

WHEREAS, the buildings are intended for storage use by the City's Public Works Department and the Keokuk Fire Department; and

WHEREAS, the City Council finds it appropriate to authorize the purchase if and when the accepted backup offer becomes effective and the transaction is finalized;

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

1. The purchase of the real property located at 128 North 19th Street, Keokuk, Iowa, for \$210,000, plus associated closing costs, is hereby authorized, contingent upon the accepted backup offer becoming effective and the transaction being finalized.
2. The Mayor is authorized to execute the purchase agreement and other documents necessary to complete the purchase, subject to the conditions stated above.

Passed this 15th day of October 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui



COMMERCIAL/NON-RESIDENTIAL OFFER FOR REAL ESTATE (Including Acceptance, Counter, or Rejection)



2:00 ☐ a.m. ☒ p.m. 10/05/26
TIME DATE OF OFFER

OFFICE USE ONLY:
OFFER ACCEPTED _____

Check all boxes that apply.

I. DISCLOSURE CONFIRMATIONS.

- A. AGENCY.** By signing below, Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand said representation, and the disclosures were provided prior to signing this Offer For Real Estate.
- B. SELLER PROPERTY DISCLOSURE.** If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer (☐ has) (☐ has not) received and read Seller's property disclosure statement. In the event that Seller is exempt from providing said disclosure under the Code of Iowa, check here ☒.
- C. LEAD-BASED PAINT.** If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer (☐ has) (☐ has not) received and read the above described documents. The Disclosure Statement signed by all parties, is to be attached hereto. In the event that Seller is exempt from providing said documents under EPA regulations, check here ☒.
- D. REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR® PERMISSION TO CALL.** Buyer and Seller request that Broker select and complete documents allowed by law, and authorize REALTOR® /Broker to call, fax, and email residence.

1. Brian Carroll 10/06/2026 BUYER & DATE 1. Wesley J. Ames 10-9-26 SELLER & DATE
2. _____ BUYER & DATE 2. _____ SELLER & DATE

II. OFFER TO:

Ames Business Group LLC (herein designated as Seller).
City Of Keokuk (herein designated as Buyer)
The undersigned _____ hereby offer to buy the real property situated in _____ Lee _____ County, Iowa. Located at and briefly described as _____
128 N 19th Street _____, Keokuk _____, Iowa, and legally described as:
128 NORTH 19TH #5415 PT SW SW N OF 19TH ST BET BLOND & CONCE RT 1.24A (Parcel # 044521243540250) AND
NO 19TH #5416,5417 A TRACT N OF 19TH ST IN E PT OF SW SW & W PT OF SE SW (Parcel # 044521243540260) AND
1907 BLONDEAU #5414 150'X150' N COR 19TH & BLONDEAU IN W MID PT E1/2 SE SW SW 24 (Parcel # 044521243540040),
hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of
\$210,000.00 AS FOLLOWS: \$0.00 earnest money to be held in trust by Vandenberg Real Estate Trust
(☐ Seller's) (☐ Buyer's) (☒ both Seller's and Buyer's) Agent, hereinafter referred to as "Broker" or "Agent", or an escrow company and credited toward the purchase price at closing, pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided Buyers, on possession, are permitted to use the property for
_____. Earnest money scheduled to be held in excess of 90 days and in an amount equal to or exceeding \$7,500 shall be placed in an interest-bearing account with interest accruing in favor of (☐ Buyer) (☐ Seller). The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

☒ (A) CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive verification of funds.

☐ (B) NEW MORTGAGE: This contract is contingent upon the Buyer obtaining a bona fide commitment for a(n):

☐ Conventional

☐ ARM

☐ FHA

☐ RECD

☐ VA (In the event of FHA or VA financing, see Addendum – Offer for Real Estate attached hereto and by this reference made apart of this contract.)

☐ Other

Buyers BC, _____ and Sellers WJA, _____ acknowledge that they have read this page.
(Initials) (Initials)

Serial#: 018947-600179-1227078

Prepared by: Mollie Vandenberg | Vandenberg Real Estate LLC | mvandenberg.ia@gmail.com |
Sabal Sign Session Id: 7bd51ac-c668-11f1-8915-0af9261ec7

Offer for Real Estate – Commercial/Non-Residential

All usual costs incurred in securing such mortgage shall be paid by the _____. ☐ Seller ☐ Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed _____% of the mortgage. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees, etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

FINANCING COMMITMENT. Buyer agrees to make loan application (if applicable) immediately, or within _____ days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. Buyer shall immediately confirm insurability of Property.

Financing Commitments:

- ☐ Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer.
- ☐ Both parties await appraisal. Appraisal must be completed by: _____
- ☐ Awaiting other mutually agreed financing terms which shall be in writing.

☐ (C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☐ (D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☒ (E) **OTHER TERMS/CONTINGENCIES/SPECIAL PROVISIONS (i.e., any subject to sale, including zoning permits, utilities, environmental assessments, etc.):** (1) Offer to be contingent upon council approval. Council will approve or deny sale within 2 weeks of accepted offer. (2) All parties are aware that this offer is a backup offer and shall become effective ONLY upon the termination, expiration, or cancellation of any prior accepted offer or purchase agreement.

This agreement is also subject to the following terms and conditions:

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to the creditors entitled.

Interest on Trust Account: If indicated by "yes" in the following space _____, the trust funds paid by the Buyers to Broker shall be deposited by the Broker in an interest bearing trust account and the interest earned thereon shall accrue for the benefit of the _____, with interest credited to Social Security# _____ otherwise, the interest shall be forwarded to the Iowa Association of REALTORS® Foundation.

2. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.

- a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.
- b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see the Commercial/Non-Residential "Addendum – Offer for Real Estate" attached and made a part of this contract.
- ☐ Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ _____ estimated annual tax.
- c. All special assessments spread on the Treasurer's Books at the time of the acceptance of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by resolution of necessity, such as mowing, snow removal, etc. are to be paid by Seller.
- d. All subsequent taxes and special assessments are to be paid by Buyer.

Buyers BC, _____ and Sellers X WJ acknowledge that they have read this page.
(Initials) (Initials)

3. **CLOSING AND POSSESSION.** Closing shall be on or before 5:00 ☐ a.m. or ☒ p.m. November 9, 2026, and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, Nathan Ames. Possession to be given 5:00 ☐ a.m. or ☒ p.m. Funded Close, and adjustment of interest, taxes, insurance and rents to be made on this date. This transaction shall be considered closed upon filing of documents and receipt of all funds by the broker. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is Mollie Vandenberg.
4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (☐ is) (☒ is not) (☐ may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. **For further information, Buyer should consult a lender and insurance carrier.**
6. **INCLUDED PROPERTY** (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.
- OTHER INCLUDED ITEMS, INCLUDING TRADE FIXTURES, MACHINERY AND EQUIPMENT:**
none
- EXCLUDED PROPERTY, TRADE FIXTURES, MACHINERY AND EQUIPMENT:**
none
7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.
8. **DUTIES OF PARTIES:**
- Seller and Buyer acknowledge and agree that REALTOR® /Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. **For such matters, Seller and Buyer are advised to consult the appropriate professional(s).**
 - Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose MATERIAL ADVERSE FACTS and MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. **Buyer has the right to obtain inspections, survey and measurements at Buyer's expense.** Buyer shall immediately confirm insurability of Property. Buyer is hereby advised to request that special provisions be written into this contract prior to signing same, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).

Buyers BC, _____ and Sellers X, _____ acknowledge that they have read this page.
(Initials) (Initials)

- c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

9. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.

10. CONDITION OF PROPERTY.

- a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.
- b. **Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

- ☐ i. Within _____ days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies, including hazardous materials, substances, conditions, or waste. Buyer to indemnify Seller for any damage resulting from the environmental investigation. Within this same period, Buyer may notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1 or 2 above), then buyer may declare this offer null and void and shall have the right to all payments returned.

- ☒ ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.

- ☐ iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if an inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

- c. If acceptance is made by Buyer after inspection, under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

- d. **New Construction :** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within ____ days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**

11. WOOD PEST INSPECTION. Buyer may request a pest control inspection by a licensed pest inspector within _____ days after acceptance of this Offer, which shall be done at _____ Seller's or _____ Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of

Buyers BC, _____ and Sellers [Signature], _____ acknowledge that they have read this page.
(Initials) (Initials)

Offer for Real Estate – Commercial/Non-Residential

treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

12. **SEPTIC TEST, WELL TEST.** If the property has a well or wells or is served by a septic system, the Buyers may, at their expense, within days after acceptance of the offer, have the well or wells and the septic system inspected by a qualified inspector, to determine if the wells and septic system are working properly. If Buyers receive an unsatisfactory report, which cannot be resolved between the parties within days after receipt thereof, then upon written notice from Buyers to Sellers, this Agreement shall be null and void and all earnest money paid hereunder shall be returned to Buyers. If Property is sold in its "As-is" condition, this septic test, well test paragraph is not applicable to this Offer for Real Estate.
13. **SURVEY.** Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.
14. **LEASE TERMINATION.** If indicated by "Yes" in the following space , it shall be the responsibility of Sellers at Seller's expense to terminate all rights of existing tenants so Buyers shall have sole possession and at closing Sellers shall exhibit evidence satisfactory to Buyers of such termination. Seller shall furnish copies of all leases and agreements between Tenants and Seller and this offer (☐ is) (☐ is not) subject to Buyer approving said leases and agreements by (date) .
15. **REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE - REAL ESTATE COMMISSIONS.**
- If Seller fails to fulfill this agreement, Seller will pay to REALTOR® /Broker the professional service fee (if any) in full as stated in the Exclusive Listing Agreement or other written commission agreement corresponding to the property, and Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
 - If Buyer fails to fulfill this agreement, Buyer will pay to REALTOR® /Broker the professional service fee (if any) in full as stated within the Buyer Agency Agreement or other written commission agreement, and all payments by Buyer may be forfeited and retained by Seller as provided in the Code of Iowa.
 - In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.
16. **COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.
17. **ABSTRACT AND TITLE.** Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyers or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa and, if applicable, the title policy. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.
18. **DEED.** Upon payment of purchase price, Seller shall convey title by general warranty deed, ☐ if not general then deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.
19. **GENERAL PROVISIONS.** In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
20. **NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt of any notice shall be Seller(s) and Buyer(s) at the addresses

Buyers BC, and Sellers acknowledge that they have read this page.
(Initials) (Initials)

Offer for Real Estate – Commercial/Non-Residential

set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

- 21. ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.
- 22. MEDIATION.** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.
- 23. OTHER PROVISIONS.** All other provisions, if any, shall be by addendum or amendment to this Agreement.
- 24. INDEMNITY:** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.
- 25. ACCEPTANCE.** When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before 5:00 ☐ a.m. or ☒ p.m. October 8, 2026, it shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

WJABC October 13, 2026

THIS IS A LEGALLY BINDING CONTRACT.

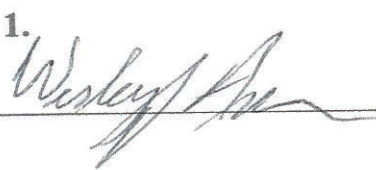
If not understood, consult with the lawyer of your choice.

Receipt of a copy of this agreement is acknowledged by the parties hereto.

1. <u>Brian Carroll</u>	2.
BUYER	BUYER
<u>501 Main St</u>	ADDRESS
ADDRESS	ADDRESS
<u>Keokuk, IA 52632</u>	CITY, STATE, ZIP
CITY, STATE, ZIP	CITY, STATE, ZIP
<u>319-524-2050 x 2210</u>	PHONE
PHONE	PHONE
BUYER TAXPAYER IDENTIFICATION NUMBER (optional)	BUYER TAXPAYER IDENTIFICATION NUMBER (optional)

Seller hereby (☒ accepts) (☐ counters) the above offer at 1:30 ☐ a.m. or ☒ p.m. 10-9-2026. (☐ See attached counter offer) or (☐ Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before ☐ a.m. or ☐ p.m.). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and (☒ shall) (☐ shall not) continue to show this property for sale.

Buyers BC, and Sellers WJABC acknowledge that they have read this page.
(Initials) (Initials)

1. 	2.
SELLER	SELLER
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE	PHONE

Buyer's Attorney _____

Seller's Attorney _____

Abstract location _____

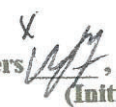
Mortgage with _____

OPTIONAL:

 1. _____ 2. _____
 Seller's Taxpayer Identification Number

☐ This offer rejected (Seller signature required): _____
Time _____ ☐ a.m. or ☐ p.m.

Date _____

 Buyers BC and Sellers  acknowledge that they have read this page.
 (Initials) (Initials)

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Serial#: 018947-600179-1227078

 Prepared by: Melanie Vandenberg | Vandenberg Real Estate LLC | mvandenberg@gmail.com |

Sahai Sign Session Id: 0d311113-c0f0-11f1-8915-0affd9261e7

 Form
Simplicity



COUNCIL ACTION FORM

Date: 10-13-26

Presented By: Gabe Rose Fire Chief

Subject: KFD Reserve Fire Trucks Agenda Item: 14

Description:

The Keokuk Fire Department has advertised two reserve fire apparatus—a 1995 50-foot aerial truck and a 2002 pumper truck—for sale on two online fire apparatus marketplaces since February 2026. Both vehicles were removed from service following the acquisition of a 2025 aerial ladder truck and a 2026 pumper truck. The Jackson Township Fire Department has submitted a formal offer of \$70,000 to purchase both vehicles. Staff considers the offer reasonable and recommends its acceptance.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: N/A

Actual Cost: N/A

Under/Over: N/A

Funding Sources:

N/A _____

Departments:

Fire _____

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

--

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SALE OF TWO FIRE TRUCKS

WHEREAS, the City of Keokuk, Iowa purchased a 2025 aerial ladder truck and a 2026 pumper truck to replace a 1995 aerial ladder truck and a 2002 pumper truck respectively; and

WHEREAS, the City has advertised the two replaced trucks on two online fire apparatus marketplaces since February 2026; and

WHEREAS, the City received interest after six months in both vehicles from Jackson Township Fire Department for a combined \$70,000.00; and

WHEREAS, the offers represent the sole interest there has been in the advertised timeframe, are considered fair and reasonable given the limited reuse opportunities for 25–30-year-old fire trucks, and the sale is recognized as being of significant benefit to a local township.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the sale of the 1995 aerial truck and the 2002 pumper truck are hereby authorized to be sold to Jackson Township Fire Department for \$70,000.

BE IT FURTHER RESOLVED, that City staff and the Mayor are authorized to fulfill all steps necessary to allow the transfer of these vehicles at the offered price..

PASSED, APPROVED, AND ADOPTED this 15th day of October 2026.

Mark Smidt, Mayor

ATTEST:

Celeste El Anfaoui- City Clerk