AGENDA
COUNCIL WORKSHOP
March 19, 2020
5:30 P.M.

(1) Presentation U of I Students Iowa initiative for sustainable communities.

(2) Possible sale of 827 Bank Street.

(3) Iowa National Guard/State of Iowa wanting to transfer and easement to the City of Keokuk.

(4) Review council meeting agenda.
1. Project Goal

- Our project will provide Keokuk with a proposed pathway network and a system to prioritize low-cost investments in natural stormwater mitigation measures to increase community mobility and quality of life.
Existing Conditions

- Sidewalk Inventory
  - Redline’s core is well-connected
  - Connectivity decreases as distance from core increases
  - Well-connected does not mean safe for pedestrians and bicyclists
  - Johnson Street Hill and Highway 218 lack adequate sidewalks

- Crash Data
  - 2008-2016 data
  - Many medium-to-high density census areas are near priority destinations
  - Fewer collisions in residential areas
  - Highest density of crashes are on Highway 218 and Highway 61

- Experts & Community Inputs
  - Congestion areas
  - Pathway suggestions
  - Currently used routes
  - Flooding locations

[Map of existing conditions with annotations]
1. Existing Conditions

- Community Engagement
  - 92 Survey Respondents
  - Administration - 10 football games and Oktoberfest Event
  - Demographically: Blue Northe, decent young
  - Similar responses to expert panel

2. Proposed Network

- Points of Interest
  - Schools
  - Major employers
  - Public Parks
  - Private Parks
  - Commercial
2. Proposed Network

- Points of Interest
  - Schools
  - Major employers
  - Public Parks
  - Private Parks
  - Commercial

3. Network Plan

- Examples of bike path treatments
4. Greenway Placement Considerations

- Street traffic conditions
- Proximity to Pathway Network/Green Street treatments
- Block characteristics, uses, and ownership models
- Parcel access points
- Street conditions
- Flooding characteristics
- Sewer separation locations

5. Policies

- Promote sidewalk construction and rehabilitation
- Promote street design and reconstruction with pedestrian/walking facilities in mind
- Require or encourage pedestrian/walking facilities for new development or new points of interest
- Etc.
6. Community Interactions

- Upcoming Community Events
  - Open House: March 20th
  -...
Thank you for your time last week. Please consider this email an initial contact from the Iowa Department of Public Defense (Iowa National Guard) to sell, donate, or otherwise transfer the Easement in question to the City of Keokuk. We realize this won’t solve Ms. Harris’ concern, but may put the city in position to ease her concerns a bit at some later date. We will wait to hear from you before responding to Ms. Harris’ communication with us. v/r, David

David B. Rogers
Executive Officer
Directorate of Installation Management
Bldg 3535  Camp Dodge
7105 NW 70th Ave
Johnston, Iowa 50131-1824
515-252-4603
June 3, 1985

Warren G. Lawson
Brigadier General, Iowa ARNG
The Adjutant General
Local:

Dear General Lawson:

The Executive Council, in meeting held this date, approved the request from the Office of The Adjutant General for an easement granting the City of Keokuk authority to reconstruct and in the future maintain a City street that runs through land presently owned by the State of Iowa.

EXECUTIVE COUNCIL OF IOWA

cc: Comptroller

MARJORIE A. ELTING 6-14-85
DEPUTY COUNTY AUDITOR
KEOKUK, IOWA 52632
EASEMENT FOR CITY STREET

This instrument, made and entered into this 10th day of June, 1985, by and between the State of Iowa, owner, (hereinafter referred to as Grantor), and the City of Keokuk, (hereinafter referred to as Grantee) of the following described property:

A tract of land located in the Northeast Quarter (¼) of Section Twenty Three (23), T65-N-R5W of the Fifth (5th) P.M., Keokuk Township, Lee County, Iowa, more particularly described and located by starting at the intersection of the west and north lines of Boulevard Road, a legally platted and publicly used street in the City of Keokuk, Iowa in said Northwest Quarter (¼) of Section twenty three (23) and going east fifty and eight-tenths (50.8) feet along the north line of said Boulevard Road to the point of beginning, thence continuing east on same line sixty (60) feet to a stone on north line of said Boulevard Road, thence north along east line of land owned by the State of Iowa a distance of seven hundred thirty one and seven-tenths (731.7) feet, thence west fifty (50) feet, thence south four hundred fifty six and seven-tenths (456.7) feet, thence west ten (10) feet, thence south two hundred seventy five (275) feet to the point of beginning all in said Northeast Quarter (¼) of Section Twenty-Three (23) in the City of Keokuk.

Whereas, the City of Keokuk, Iowa proposes to construct a street upon a portion of the above real property owned by the Grantor, at no expense to the Grantor, and;

Whereas, the Grantor, acting by and through the Armory Board and the Executive Council, State of Iowa, pursuant to the Iowa Code, Section 29A.57, has agreed to give to the City of Keokuk, Iowa; and the City of Keokuk, acting by and through its City Council, has agreed to accept a perpetual and continuous easement for the purpose of constructing, reconstructing and maintaining said street upon a portion of the real property of the Grantor hereinabove described, for valuable consideration in the amount of $1.00, which is duly paid and acknowledged, and;

Whereas, the Armory Board, has at its duly constituted meeting of 29 May 1985, voted and approved the favorable recommendation of this conveyance to the Executive Council, and the Executive Council has signified its approval hereto, as of the date first above written, and;

Whereas, the City of Keokuk, Iowa has by resolution No. 642-85 of its City Council, dated June 6, 1985 approved the acceptance of the terms and conditions of this conveyance,

NOW THEREFORE, for the above consideration the Grantor hereby grants unto the City of Keokuk, Iowa and its assigns a perpetual and continual easement for the purpose of construction, reconstructing and maintaining the street upon the portions of the above described property which are more particularly described on the attached drawing, marked Exhibit "A" attached and made a part hereto.
The Grantor further agrees to erect no buildings, obstructions or other improvements upon the property covered by this Easement which would interfere with the construction, reconstruction or maintenance of said easement without first obtaining permission from the City of Keokuk, Iowa.

The Easement and rights described shall be binding upon the Grantor and its assigns.

Grantee conveys to indemnify and save the Grantor, State of Iowa, and its tenants, employees, guests, and invitees lawfully using said premises, harmless from any and all damages arising from the Grantee's use of the premises under the rights herein granted, including the construction, reconstruction, maintenance, or use of the street, except such as may be due to unavoidable casualty beyond the Grantee's control and without its fault or such as Grantee may be exempt from under the laws of Iowa. Damages to property of the State of Iowa or its tenants during original construction, reconstruction, maintenance, or use of premises under this agreement shall be promptly compensated for by the Grantee.

The Grantee agrees that for the life of this easement, that no construction, reconstruction or maintenance of the street shall interfere with the use by the State of Iowa of this property, for military purposes.

The foregoing is agreed to as of the date first above written.

CITY OF KEOKUK, IOWA

BY

JOE M. LAW

Title: Mayor, City of Keokuk

THE ARMORY BOARD

BY

WARREN G. LAWSON

Title: Adjutant General

BG, Iowa ARNG

The Adjutant General

ATTEST:

[Signature]
AGENDA
CITY COUNCIL MEETING
March 19, 2020
500 N. 20th Street
6:30 P.M.

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Mayor’s Correspondence:

5. Citizen’s Request.

6. Consent Agenda.
   
   ● Minutes of the Council Workshop & regular City Council meeting of March 5, 2020;
   ● Cash Receipts and Treasurer’s Report for February 2020;
   ● Resolution approving a Liquor License for Angelini’s Pizza, 1006-1008 Main Street, effective April 1, 2020 – Special Class C Liquor License with Sunday Sales;
   ● Motion to pay bills and transfers listed in Register No.’s 5131-5133;

Old business:

7. Tabled Item: Resolution setting daily admission fee to the City of Keokuk, Iowa’s Aquatic Center.
   
   (a) Motion to remove from table.
   
   (b) Consider resolution setting daily admission fee to the City of Keokuk, Iowa’s Aquatic Center.

Table Item: Resolution approving engineering services agreement with Klingner & Associates for the leachate control project.

   (a) Motion to remove from table.
   
   (b) Consider resolution approving engineering services agreement with Klingner & Associates for the leachate control project.

New Business:

8. (a) A public hearing on the FY 20/21 budget and proposed tax levy. A public hearing notice was published in the Daily Gate City on March 6, 2020

   (b) Consider resolution approving the FY 20/21 budget and proposed tax levy.

9. Motion to approve the initial reading of an Ordinance amending Code Section 2.82.020 Depot Commission Organization Code.

10. Consider resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 5 to the amended and restated Twin Rivers Urban Renewal Plan in the City of Keokuk, State of Iowa.
11. Consider resolution approving agreement with the Iowa Department of Corrections under Chapter 28E of the Code of Iowa.

12. Consider resolution approving lease of property at 212 Des Moines Street.

13. Consider resolutions setting public hearing on the proposed amendment to Fiscal Year 2019-2020 budget.

14. Consider resolution appointing UMB Bank, N.A. of West Des Moines, Iowa to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.

15. Consider resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of $7,315,000 general obligation refunding Capital Loan Notes, Series 2020, and levying a tax to pay said notes: approval of the tax exemption certificate and continuing disclosure certificate.

16. Consider resolution adopting the standards and specifications relating to protocols for emergency utility repairs in street.

17. Consider resolution approving collective bargaining agreement with International Association of Fire Fighters Local 568.

18. Boards & Commissions.

19. Staff Reports:

20. Close session to discuss Union Contract Negotiations under Iowa Code Section 20.17.3 where Negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators shall be exempt from the provisions of chapter 21.

21. New Business:

22. Adjourn meeting.
Present: Richardson, O’Connor, Altheide, Payne, Dade, Helenthal, Greenwald, Bryant, Dunek.

Absent: Andrews

Staff Present: O’Donnell, Ludwig, Broomhall, Weis, Hinton, Barnes, M. Winkler, R. Helenthal (entered at 5:42pm)

1) Heard from Code Enforcement Officer Casey Barnes regarding nuisance abatement fees and procedures.

2) Heard from Patricia Payne, President of K-Play, regarding the splash pad in Tolmie Park near Bentley’s Playground.

3) O’Donnell reviewed the F/Y 2021 budget.

4) Reviewed the council meeting agenda.

5) Adjourned at 6:15 p.m.
MINUTES
CITY COUNCIL MEETING
March 5, 2020
500 N. 20th Street
6:30 P.M.

The City Council of the City of Keokuk met in regular session on March 5, 2020 at 500 N. 20th Street. Mayor Thomas L. Richardson called the meeting to order at 6:30 p.m. There were nine council members present, none absent. Mike O’Connor, Linda Altheide, Ron Payne, Devon Dade, John Helenthal, Steve Andrews (entered @ 6:49 p.m.), Michael Greenwald, Roger Bryant and Susan Dunek were present. Staff in attendance: City Administrator Cole O’Donnell, City Clerk Jean Ludwig, Community Development Director Pam Broomhall, City Code Enforcer Casey Barnes, Sewer Department Manager Robert Helenthal, Police Chief Dave Hinton, Library Business Manager Monica Winkler, and Manager of Bridge, Park, Cemetery and Sanitation Robert Weis.

MAYOR’S CORRESPONDENCE: Announced Councilperson Susan Dunek is Keokuk Main Street volunteer of the year. Announced curbside yard waste pick-up will resume March 9. Recognized Show Choir, athletic teams and individual athletes for accomplishments. Announced Odd Fellows chili feed Saturday from 5-8.

CITIZEN’S REQUEST: Heard from citizen Nancy Symmonds regarding local preference on bids for city projects and the opportunities it provides.

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

- Minutes of the Council Workshop & regular City Council meeting of February 20, 2020;
- Cash Receipts and Treasurer’s Report for January 2020;
- Resolution No. 37-20: Approving a Liquor License for L. Treyns, 1108 Main Street, effective March 15, 2020 – Class C Liquor License with Outdoor Service;
- Resolution No. 38-20: Approving a Liquor License for Site Food Mart, 1301 Main Street, effective March 21, 2020 – Class E Liquor License with Sunday Sales;
- Resolution No. 39-20: Approving a Liquor License for Southeastern Community College, 335 Messenger Road, effective April 23, 2020 for a term of 5 days - Class C Liquor License (Beer/Wine) with Outdoor Service;
- Motion to pay bills and transfers listed in Register No.’s 5128-5130;

Mayor Richardson opened the public hearing at 6:45 p.m. on status of funded activities for City of Keokuk CDBG owner occupied rehabilitation project. A public hearing notice was published in the Daily Gate City on February 26, 2020.
COMMENTS: Sara Hecox of SEIRPC gave an update on Keokuk’s Owner-Occupied Grant Program. She stated Keokuk received a CDB Grant to complete up to six homes in a targeted neighborhood. Funds are from the Iowa Economic Development Authority (IEDA). Total CDBG is for $258,865 and $100,646 has been drawn to date. No homeowners to date have been displaced due to lead. City of Keokuk and Great River Housing, Inc contributed $30,000 to the project. Grant end date is June 30, 2020. Homeowners can receive up to $24,999 in hard construction costs and up to $4,500 in lead safe work practices. All homes must meet IEDA Housing Quality Standards when complete. Two projects are complete, construction is almost complete on one project and two projects have a bid opening March 10, 2020. To date, two amendments have been completed – one budget amendment (historical pilot increased grant by $25,871 – initial grant total was $232,994) and one to expand the initial targeted neighborhood.

No further comments were received. Mayor Richardson closed the public hearing at 6:55 p.m.

Mayor Richardson opened the public hearing at 6:55 p.m. on plans, specifications, and form of contract for Windsor Heights Lift Station Rehabilitation Project. A public hearing notice was published in the Daily Gate City on February 24, 2020.

COMMENTS: O’Donnell: City budgeted $500,000. Engineers estimate is $550,000. Received three bids of $537,551 (D&L), $552,190 (Keokuk Contractors), $560,182 (Meyers Driveway). He said Keokuk Contractors has since withdrawn their bid. Discussion took place on the pros and cons of invoking local preference. Nancy Symmonds asked if the $500,000 was realistic budget amount? O’Donnell said yes as previous lift stations were in that range. Mike Greenslaugh commented this project matters to locals. John Symmonds said using Burlington as a comparison may not be right since Des Moines county has a higher unemployment rate.

A letter was received from John Symmonds regarding local preference.

No further comments were received. Mayor Richardson closed the public hearing at 7:09 p.m.

Motion made by Bryant, second by Altheide to approve the following proposed resolution awarding a contract for the Windsor Heights Lift Station Project to D & L Excavating of Liberty, Il. in the amount of $ 537,550.74. Motion made by Dunek, second by Greenwald to amend the resolution by invoking local preference. (8) AYES, (0) NAYS, (1) ABSTAIN – Helenthal. Motion carried.

Motion made by O’Connor, second by Dade to approve the amended RESOLUTION NO. 40-20: “A RESOLUTION AWARDING A CONTRACT TO MEYERS DRIVEWAY OF KEOKUK, IOWA IN THE AMOUNT OF $ 560,181.80 FOR THE WINDSOR HEIGHT LIFT STATION PROJECT.” (8) AYES, (0) NAYS, (1) ABSTAIN – HELENTHAL. Motion carried.

Motion made by Bryant, second by Helenthal to approve the following proposed RESOLUTION NO. 41-20: “A RESOLUTION APPROVING THE PROMOTION OF OFFICER JACOB MOORE TO SERGEANT OF THE KEOKUK POLICE DEPARTMENT.” Riley Evans briefed the council on the semi-pro football league. (9) AYES, (0) NAYS. Motion carried.
Motion made by Bryant, second by Dunek to approve the following proposed **RESOLUTION NO. 42-20**: “A RESOLUTION APPROVING REES PARK USE AGREEMENT WITH TRISTATE TIMBERWOLVES.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Payne to approve the following proposed **RESOLUTION NO. 43-20**: “A RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENTS WITH TEAMSTERS LOCAL 238 GENERAL UNIT AND WATER POLLUTION CONTROL UNIT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, second by Bryant to approve the following proposed **RESOLUTION NO. 44-20**: “A RESOLUTION SETTING A PUBLIC HEARING ON THE FY 20/21 BUDGET AND PROPOSED TAX LEVY.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 45-20**: “A RESOLUTION APPOINTING PUBLIC WORKS DIRECTOR AND SETTING SALARY.” (8) AYES, (0) NAYS, (1) ABSTAIN – HELENTHAL. Motion carried.

Motion made by O'Connor, second by Altheide to approve the following proposed **RESOLUTION NO. 46-20**: “A RESOLUTION APPROVING ENGINEERING SERVICE AGREEMENT WITH KLINGNER & ASSOCIATES.” After discussion, motion made by Helenthal, second by O'Connor to table. (9) AYES, (0) NAYS. Motion carried.

Motion made by O'Connor, second by Helenthal to approve the following proposed **RESOLUTION NO. 47-20**: “A RESOLUTION SUPPORTING THE ISSUANCE BONDS FOR THE LEE COUNTY EMERGENCY COMMUNICATIONS PROJECT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 48-20**: “A RESOLUTION TO APPROVE PAY INCREASE FOR THE COMMUNICATION SUPERVISOR AND DATA ENTRY CLERKS IN THE KEOKUK POLICE DEPARTMENT.” (9) AYES, (0) NAYS. Motion carried.

Motion made by O'Connor, second by Bryant to approve the following proposed **RESOLUTION NO. 49-20**: “A RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE $7,460,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020. (9) AYES, (0) NAYS. Motion carried. Tim Oswalt with Piper Sandler explained the re financing of the four loan notes.

Motion made by Greenwald, second by Dunek to approve the following proposed **RESOLUTION NO. 50-20**: “A RESOLUTION AUTHORIZING REDEMPTION OF OUTSTANDING GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2012, OF THE CITY OF KEOKUK, STATE OF IOWA, DATED NOVEMBER 19, 2012, AND DIRECTING NOTICE BE GIVEN.” (9) AYES, (0) NAYS. Motion carried.
Motion made by Dunek, second by Helenthal to approve the following proposed **RESOLUTION NO. 51-20**: “A RESOLUTION AUTHORIZING REDEMPTION OF OUTSTANDING GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2013B, OF THE CITY OF KEOKUK, STATE OF IOWA, DATED MAY 1, 2013, AND DIRECTING NOTICE BE GIVEN.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, second by Payne to approve the following proposed **RESOLUTION NO. 52-20**: “A RESOLUTION AUTHORIZING REDEMPTION OF OUTSTANDING GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2013C, OF THE CITY OF KEOKUK, STATE OF IOWA, DATED MAY 1, 2013, AND DIRECTING NOTICE BE GIVEN.” (9) AYES, (0) NAYS. Motion carried.

Motion made by Dunek, second by O’Connor to approve the following proposed **RESOLUTION NO. 53-20**: “A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2013D, OF THE CITY OF KEOKUK, STATE OF IOWA, DATED MAY 1, 2013, AND DIRECTING NOTICE BE GIVEN.” (9) AYES, (0) NAYS. Motion carried.

**BOARDS & COMMISSIONS**: O’Donnell gave a first report on nominations for the Building & Housing Advisory Board of Dave Dye, term to expire 9/19/2022, and Chad Campbell for the Keokuk Civil Service Commission, term to expire 4/01/2026. A second report was given on the nomination of Stephanie Ewing for the Grand Theatre Commission, term to expire 11/05/2020.

**STAFF REPORTS**: O’Donnell reported on the following: Brownfield Project, SID Center, BUILDS Grant, Out of Office, Tickets for Dueling Pianos.

Motion made by Helenthal, second by Dade to enter closed session to discuss Union Contract Negotiations under Iowa Code Section 20.17.3 where Negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators shall be exempt from the provisions of chapter 21.

**ROLL CALL VOTE**: (9) AYES – O’Connor, Altheide, Payne, Dade, Helenthal, Andrews, Greenwald, Bryant and Dunek. (0) NAYS. Motion carried.

Entered closed session at 7:52 p.m.

Re-entered opened session at 7:58 p.m.

There being no further business, Mayor Richardson adjourned the meeting at 7:59 p.m.
CASH RECEIPTS FOR THE MONTH OF  
February, 2020

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Report Total 11,055,966.99 2,040,548.84 1,307,874.06 10,324,250.57
RESOLUTION NO.

WHEREAS, Application has been made by Angelini’s Pizza Inc. for a Special Class C Liquor License (Beer/Wine) with Sunday Service for Angelini’s Pizza, 1006-1008 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, Angelini’s Pizza Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Special Class C Liquor License (beer/wine) with Sunday Service for Angelini’s Pizza, 1006-1008 Main Street, effective April 1, 2020 be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 19th day of March, 2020.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ___________________________________________
   THOMAS L. RICHARDSON, MAYOR

ATTEST: _______________________________________
   JEAN LUDWIG, CITY CLERK

REGISTER NO. 5131

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| Total                        |                                         | $795,632.18 |
Setting Daily For Aquatic Center

Description:
Council table this item wanting additional information on season passes. Season passes for last year were 45 family and 19 individual. This indicates that the vast majority of pool users are daily passes. An increase in season passes would be negligible. Therefore, the original recommendation stands.

The Park and Recreation Commission is recommending a $0.50 increase to the daily admission fee at the Aquatic Center. This would set the price at $3.50. At that amount, the daily fee is still in line with other facilities. The last change in fees was in 2014 when the fee for adults was lowered from $4.00 to $3.00.

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:

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Recommendation:
The Park and Recreation Commission recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☑ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ___________________ SECONDED BY: ___________________

TO _________________________

CITY COUNCIL VOTES

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RESOLUTION NO.

RESOLUTION SETTING DAILY ADMISSION FEE TO
THE CITY OF KEOKUK, IOWA’S AQUATIC CENTER

WHEREAS, the City of Keokuk, Iowa charges a daily entrance fee for patrons of the Keokuk Aquatic Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that beginning with the 2020 swim season the daily entrance fee for the Keokuk Aquatic Center shall be $3.50.

PASSED APPROVED AND APPROVED this 19th day of March, 2020.

___________________________________
Thomas L. Richardson, Mayor

Attest: _____________________
Jean Ludwig, City Clerk
Council table this item in order for staff to gather more information on what is included in construction observation in order to determine if city staff could perform the same duties. Bryan Bross, engineer in charge of the project, indicated that because of the necessity of having to submit signed and stamped as build plans to IDNR that it would be necessary to have a licensed engineer perform the construction observation, though, the amount is budgeted and could be less than indicated. (Email from Bryan attached)

Klingner & Associates has completed the Leachate Treatment Study for the leachate control project. It is now time to move on to the design and construction phases of the project. Klingner is proposing an agreement in the amount of $80,000 for the following services:

- Preliminary Design $10,000
- Final Design $25,000
- Bidding $5,000
- Construction Administration $10,000
- Construction Observation $30,000

FINANCIAL

Is this a budgeted item? YES ☑ NO ☐

Line Item #: 670-8041-6490 Title: Serv/Professional Fees

Amount Budgeted: $100,000
Actual Cost: $80,000
Under/Over: $20,000 Under

Funding Sources:
Proceeds of Debt

Departments:
Sanitation

Is this item in the CIP? YES ☑ NO ☐ CIP Project Number: SANT-21-01
COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ✓ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ______________________  SECONDED BY: ______________________

TO

CITY COUNCIL VOTES

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RESOLUTION NO.

RESOLUTION APPROVING ENGINEERING SERVICES AGREEMENT

WHEREAS, the City of Keokuk, Iowa has completed a Leachate Treatment Study in regards to the closed North Landfill; and

WHEREAS, Klingner & Associates has submitted an Engineering Services Agreement for the design and construction management of Leachate Control Project.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that the Engineering Services Agreement with Klingner & Associates for the design and construction management of the Leachate Control Project be approved.

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign said agreement on behalf of the City of Keokuk.

PASSED, APPROVED, AND ADOPTED this 19th day of March, 2020.

Mayor Thomas L. Richardson

ATTEST:

Jean Ludwig, City Clerk
Cole O'Donnell

From: Bryan Bross <bcb@klingner.com>
Sent: Friday, March 6, 2020 11:26 AM
To: Cole O'Donnell
Cc: Robert Helenthal; Mark C Bross; Jessica A. Cary
Subject: Re: Keokuk Landfill - Leachate Management Design Proposal

Cole:

I appreciate the question, so here are a few thoughts to consider:

1) I would look at that part of the agreement as a budget, so it could likely be less. Jessica will be out on site periodically anyway with our regular landfill gas monitoring and groundwater monitoring activities, so there are some synergies here. I also don’t see it as “full-time” observation, but it would vary as needed during the project for critical parts of the construction.

2) Jessica Cary is my assistant engineer that can provide all the field observation, soil compaction testing, and concrete testing as well as document the construction so that we can provide "as-built" plans to the DNR as is required for the permit. She also has the requisite training for testing soil and concrete, and the experience to deal with the geosynthetic liner that will be placed in the leachate holding lagoon.

I understand the Council's desire to use City staff they already have on the payroll, but I would be concerned that:

a) they have all the skills and expertise necessary for this particular project,
b) that they could be pulled onto other projects and frankly miss what needs to be seen on an atypical project like this, and
c) I have a person on the job that I know what to expect and that I don't have to train. As the professional engineer that has to put my name, seal, and signature on this DNR permit, I would have more peace of mind.

The City staff will always be welcome to observe, and there may be opportunities to assist. However, the responsibility to make sure the project is built per the design and "as-built" drawings are properly developed for submission to DNR rests on us and my professional engineering seal.

Please share this with the Council, and I would be happy to bring Jessica to a meeting or work session to discuss it further in person if necessary.

Thanks,

Bryan C. Bross, PE, RG
Vice President
Klingner & Associates, PC
610 N. 4th Street, Suite 100 | Burlington, IA 52601
Office: 319.752.3603 | Fax: 319.752.3605 | Cell: 319.572.4132
www.klingner.com
Bryan,

The council table action on the design proposal as they would like to know what construction observation entails. This was brought up as we have two persons on staff that are assign to construction management and could they perform the what is required for construction observation. The Council realizes that this is a waste management project at that involvement of the DNR could require certifications our employees do not have. Please provide detail on what is involved with construction observation so that we may evaluate the matter.

Thanks,

Cole S. O’Donnell BA, MPA, ICMA-CM
City Administrator
Keokuk, Iowa

601 Main St, Suite 3
Keokuk, IA 52632

O: (319)524-2050 x 111
F: (319)524-1365

www.cityofkeokuk.org
From: Bryan Bross <bcb@klingner.com>
Sent: Tuesday, February 25, 2020 2:26 PM
To: Cole O'Donnell <codonnell@cityofkeokuk.org>
Cc: Robert Helenthal <rhelenthal@cityofkeokuk.org>; Mark C Bross <mcb@klingner.com>; Jessica A. Cary <jcary@klingner.com>
Subject: Keokuk Landfill - Leachate Management Design Proposal

Cole:

Please see attached. Please let me know if you have any questions or concerns. If we could get started in March, we should be able to get plans out for bid so construction can begin next fiscal year (2nd half 2020). Completing this project should put us in a good place for post-closure completion in the next couple of years.

Thanks,

Bryan C. Bross, PE, RG
Vice President
Klingner & Associates, PC
610 N. 4th Street, Suite 100 | Burlington, IA 52601
Office: 319.752.3603 | Fax: 319.752.3605 | Cell: 319.572.4132
www.klingner.com
TO: Mayor and Council
CC: Department Heads
FROM: Cole S. O'Donnell
DATE: March 5, 2020
RE: FY 2020-2021 Budget

On behalf of the staff for the City of Keokuk, I present the FY 2020-2021 budget. This document is perhaps the most important action taken by the City in any given year. The budget should reflect the goals and priorities of the City Council, as well as, the needs and wants of our citizens. While not all inclusive, I believe that the budget is an accurate representation of the Council’s vision for Keokuk.

Both taxable and 100% property valuations declined slightly for FY 21. Residential properties were given an equalization order of 6% for taxes payable FY 21. However, the city realized no property value growth due to an increase in the residential rollback. Taxable property values declined from $319,521,978 to $318,036,265, about a .5% reduction. Our levy rate, however, is reduced from $18.36617/1,000 to $17.70364/1,000 due to a previously including all departments insurance and benefits costs in the Employee Benefits Levy. Proprietary funds should not be included in the allocation asking.

This is the first budget since the adoption of the capital improvement plan (CIP). Projects from the plan have been included and preliminary work has begun on some. There are three large projects in the General Fund (flood repairs, airport, and city hall) that affect that fund negatively. All three projects will be financed, in part, through reimbursements. This will draw on cash reserves that will need to be monitored closely.

Several critical budgetary issues will need to be addressed in the upcoming year:

- General Funds reserves will be in a negative balance by approximately $400,000. However, the flood repair projects could be significantly less than estimated. If this the case, our contribution of $300,000 should be less. TIF reserves are sufficient that all or a portion of the flood repairs could be paid from the TIF Fund. All repairs except the bridge abutment are within the Urban Renewal Area.
- The Rand Park Tunnel project is scheduled to start this year. Funding will come from SRF loan proceeds. We will need to consider a rate increase to meet debt obligations. Additionally, we will need to borrow additional funds to replenish reserves spent on design.
- The Capital Project Fund is also in a negative balance. This is due to additional work at the SID Center for mold and our settlement payment for Grand Ave. Staff will work towards a plan to reverse the negative balance.

Our continued movement to more thorough planning and execution will help us to resolve our balance issues and ensure that we continue to meet our obligations. Engineering for projects will be scheduled
prior to the year the project is to be completed so that projects are finished in the year they are budgeted. This will allow for better ending fund balance estimates and allow for better adjustments.

This document would not be possible without the assistance of the department head level staff. They have helped to provide good estimates and measure their requests against the impact to the available funds. All staff members have shown due diligence in controlling expenses while exceeding service levels. I thank them all for their hard work.
RESOLUTION NO.

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

THAT, the public hearing be acknowledged, and the adoption of the Fiscal Year 2020-2021 City Budget be approved.

Passed this 19th day of March, 2020.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: ____________________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST: ________________________________
JEAN LUDWIG, CITY CLERK
The Keokuk Depot Commission is requesting that the number of members be increased from seven to nine. There are additional citizens who would like to be on the Commission and increasing the number would allow additional participation. The initial terms of the new members would be staggered so that they match up with the terms of existing members.
COUNCIL ACTION FORM

Any previous Council actions:

Action ___________________________ Date ___________________________

______________________________________

Recommendation:

This is a policy decision and is at the discretion of the Council.

Required Action

ORDINANCE [✓] RESOLUTION [ ] MOTION [ ] NO ACTION REQUIRED [ ]

Additional Comments:

The Commission does not need to increase members to have additional people to help with the depot. This should be considered, as over time participation on the Commission could wane and finding members additional members could become difficult.

MOTION BY: ___________________________ SECONDED BY: ___________________________

TO ___________________________

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ORDINANCE NO. ______

AN ORDINANCE AMENDING CODE SECTION 2.82.020
DEPOT COMMISSION ORGANIZATION CODE

WHEREAS, on May 5, 2011, the City Council of the City of Keokuk passed ordinance 2.82.020, the Organization of the Depot Commission providing that the Commission shall consist of seven (7) members; and

WHEREAS, the City Council is now informed that the Commission is requesting that the number of commission members be increased from seven (7) to nine (9); and

WHEREAS, the City Council of the City of Keokuk finds said request to be in the best interest of the City and the Commission;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, COUNTY OF LEE, STATE OF IOWA as follows:

SECTION 1. Section 2.82.020 of the Keokuk Municipal Code, entitled, “Organization” is hereby amended to read as follows:

The Commission shall consist of Nine (9) members, all residents of the City, appointed by the Mayor, with the approval of the Council. Two (2) of the initial members shall be appointed for one (1) year, Two (2) for Two (2) years, Two for Three (3) years, and One (1) for Four (4) years, One new member for Four (4) years starting June 1, 2020 and One (1) new member for One (1) year starting June 1, 2020 and as subsequently, members shall be appointed for terms of Four (4) years as terms expire. All terms shall be for calendar years, with the exception of the Two (2) new members mentioned above whose terms start on June 1, 2020. All terms shall expire on the 31st of December. Members shall serve without compensation. A vacancy occurring in the membership for any cause shall be filled by a person appointed by the Mayor and confirmed by the City Council for the unexpired term.

SECTION 2. SEVERABILITY CLAUSE – If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Initial passage by the Council on the 19th day of March, 2020.

CITY OF KEOKUK, LEE COUNTY, IOWA

_____________________________
THOMAS L. RICHARDSON, MAYOR

ATTEST:

_____________________________
JEAN LUDWIG, CITY CLERK
February 25, 2020

The Honorable Tom Richardson  
Mayor of Keokuk, Iowa  
City Hall  
601 Main Street  
Keokuk, IA 52632

Dear Mayor Richardson,

The Keokuk Union Depot Commission is asking permission of the Mayor and City Council to change the number of members of the Commission from 7 to 9 people.

We continue to have a great deal of work left in our goal of restoring the depot and making it a chosen site for groups to use for various activities. The depot is being rented regularly for weddings, receptions, graduation parties, showers, birthday parties, concerts etc.

Sincerely,

Thomas Seabold  
Keokuk Union Depot Commission Chair
We have received a brownfield grant from the US EPA for remediation study of the Elkem property on Carbide Lane. The property owners have denied us access for test unless we take possession of the property, which they were willing to transfer to us for free. Our environmental attorney cautioned that we could be liable for future actions relating to the contamination if we acquired the property this way. However, Congress passed a law limiting future liability should we take the property through condemnation.

Iowa Code prohibits condemnation solely for economic development purposes. Therefore, we must find the property to slum and blighted, include the property within our urban renewal area, and add the property to urban renewal plan. The site is already within our urban renewal area, but not specifically included in our urban renewal plan. We must amend our plan, and in order to do that we must hold a public hearing and hold a consultation meeting with Keokuk Community School District and Lee County.

The resolution sets the public hearing for April 16, at 6:30 PM and the consultation meeting for March 25, at 1:00 PM.
COUNCIL ACTION FORM

Any previous Council actions:

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Recommendation:

Staff recommends approval.

Required Action

ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:


MOTION BY: ____________________  SECONDED BY: ____________________

TO


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RESOLUTION NO.
RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED
AMENDMENT NO. 5 TO THE AMENDED AND
RESTATED TWIN RIVERS URBAN RENEWAL PLAN IN
THE CITY OF KEOKUK, STATE OF IOWA

WHEREAS, by Resolution No. 96-08, adopted April 24, 2008, this Council approved and
adopted the Amended and Restated Twin Rivers Urban Renewal Plan ("Plan" or "Urban Renewal
Plan") for the Twin Rivers Urban Renewal Area ("Area" or "Urban Renewal Area"), combining
the Keokuk Senior Housing Limited Partnership Development Urban Renewal Area, the
Downtown Urban Renewal Area, and the North Main Street Urban Renewal Area, together with
additional property, with the Twin Rivers Urban Renewal Area of the City of Keokuk, Iowa; and

WHEREAS, the Plan has subsequently been amended four times, lastly by the adoption of
Amendment No. 4 to the Plan, adopted by Resolution No. 206-19 on February 21, 2019; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

Beginning at the intersection of the centerline of U.S. Highway 218 and the
centerline of Plank Road; thence Southeasterly along said centerline of Plank Road
to the centerline of Eicher Street; thence East along said centerline of Eicher Street
to the centerline of Middle Road; thence South along said centerline of Middle
Road to the centerline of Washington Street; thence East along said centerline of
Washington Street to the centerline of Orleans Avenue; thence Southeasterly along
said centerline of Orleans Avenue to the centerline of North 17th Street; thence
Northeasterly along said centerline of North 17th Street to the intersection of said
centerline of North 17th Street extended and the ordinary high water mark of the
Mississippi River; thence Southerly and Westerly along said ordinary high water
mark of the Mississippi River to the intersection of said ordinary high water mark
of the Mississippi River and the ordinary high water mark of the Des Moines River;
thence West along said ordinary high water mark of the Des Moines River to the
intersection of said ordinary high water mark of the Des Moines River and the West
line of Section 34 in Township 65 North, Range 5 West; thence North along said
West line of Section 34 to the North line of said Section 34; thence East along said
North line of Section 34 to the intersection of said North line of Section 34 and the
East right-of-way of U.S. Highway 61; thence South along said East right-of-way
of U.S. Highway 61 to the intersection of said East right-of-way of U.S. Highway
61 and the North right-of-way of U.S. Highway 136; thence Easterly along said
North right-of-way of U.S. Highway 136 to the North-South center of section lines
of Sections 35, 26 and 23, Township 65 North, Range 5 West; thence northeasterly
along the said North-South center of section line of Sections 35, 26 and 23 in said
Township and Range to the intersection of the centerline of Johnson Street Road;
thence West along said centerline of Johnson Street Road to the centerline of U.S.
Highway 61 and Johnson Street Road; thence West along said centerline of Johnson Street Road, 560 feet; thence North, 305 feet; thence West 339 feet to the center of Kindustry Road; thence South along the center of Kindustry Road 306 feet to the center of Johnson Street Road; thence West along the center of said Johnson Street Road, 514 feet; thence around the boundary of Kindustry Park through the following described courses; N 00° 13’ 32” W, 773.25’; thence N 89° 54’ 40” W, 169.0 feet; thence S 00° 13’ 32” E, 318.95 feet; thence N 80° 08’ 03” W, 503.33 feet; thence N 00° 33’ 34” W, 785.29 feet to the South line of the N.W. ¼ of Section 22; thence N 89° 48’ 33” W along said South line 232.49 feet; thence N 09° 29’ 38” W, 280.88 feet; thence N 89° 18’ E, 16.7 feet; thence N 09° 27’ 38” W; 406.82 feet; thence N 00° 26’ 37” W, 297.8 feet; thence S 89° 33’ 23” W, 137.12 feet to the East R.O.W. line of Varner Road; thence N 00° 26’ 38” W along said R.O.W., 341.18 feet to the Northwest corner of Lot 10 in Kindustry Park; thence S 89° 44’ 58” E along the North line of Kindustry Park 2,487.45 feet to the Northeast corner of Lot 1 in Kindustry Park; thence continuing S 89° 44’ 58” E (leaving Kindustry Park) 65 feet to the center of U.S. Highway 61; thence North along the center of said U.S. Highway 61, a distance of 5,720 feet; thence N 57° 00’ E, 210 feet, more or less, to the Southwesterly R.O.W. line of the BNSF Railroad extended; thence Southeasterly along said R.O.W. line extended, 230 feet, more or less to the Northwesterly corner of the BNSF Railroad R.O.W.; thence Northeasterly, 50’ to the Northeasterly R.O.W. of the BNSF Railroad; thence Southeasterly along said R.O.W. line, 290 feet more or less to a property line; thence Northeasterly along said property line, 900 feet, more or less, to the centerline of Main Street Road (U.S. Highway 218); thence Southeasterly along said centerline of U.S. Highway 218 to the point of beginning.

**AMENDMENT NO. 1 AREA**
Did not add or remove land.

**AMENDMENT NO. 2 AREA**
Removed land as follows:

Beginning at the west corner of lot 7, Fayette Square, City of Keokuk, Lee County, Iowa; thence northeasterly one-hundred and sixty feet (160’) to the west corner of lot 6, thence southeasterly three hundred feet (300’) to the south corner of lot 1, thence southwesterly one hundred and sixty feet (160’) to the south corner of lot 12, thence northwesterly three hundred feet (300’) and to the point of beginning.

**AMENDMENT NO. 3 AREA**
Did not add or remove land.

**AMENDMENT NO. 4 AREA**

Beginning where the centerline of North 17th Street extended intersects the ordinary high water mark of the Mississippi River; thence Northeasterly along said centerline of North 17th Street extended, to the middle of the main channel of the
Mississippi River; thence Southerly and Westerly along said middle of the main channel of the Mississippi River to a point where the boundary line between Missouri and Iowa, if continued, would intersect; thence up the boundary line to the middle of the main channel of the Des Moines River; thence west along the middle of the main channel of the Des Moines River to the intersection of said middle of the main channel and the west line of Section 34, Township 65 North, Range 5 West; thence north along said West line of Section 34 to the ordinary high water mark of the Des Moines River; thence easterly along said ordinary high water mark of the Des Moines River to the intersection the ordinary high water mark of the Mississippi River; thence easterly and northly along the ordinary high water mark of the Mississippi River to the Point of Beginning in Keokuk, Lee County, Iowa.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 5 to the Plan ("Amendment No. 5" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 5 adds no new land to the Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 5 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 5 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 5 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the 25th day of March, 2020, in the Conference Room, City Hall, 601 Main Street, Suite 3, Keokuk, Iowa, at 1:00 P.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be
made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 5, the notice to be in substantially the following form:
NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF KEOKUK, STATE OF IOWA AND ALL AFFECTED
TAXING ENTITIES CONCERNING THE PROPOSED
AMENDMENT NO. 5 TO THE AMENDED AND RESTATED
TWIN RIVERS URBAN RENEWAL PLAN FOR THE CITY OF
KEOKUK, STATE OF IOWA

The City of Keokuk, State of Iowa will hold a consultation with all affected taxing entities,
as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 1:00 P.M. on March
25, 2020, in the Conference Room, City Hall, 601 Main Street, Suite 3, Keokuk, Iowa concerning
a proposed Amendment No. 5 to the Amended and Restated Twin Rivers Urban Renewal Plan for
the Twin Rivers Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The
consultation may include a discussion of the estimated growth in valuation of taxable property
included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected
taxing entities, the estimated impact on the provision of services by each of the affected taxing
entities in the Urban Renewal Area, and the duration of any bond issuance included in the
Amendment.

The designated representative of any affected taxing entity may make written
recommendations for modifications to the proposed division of revenue no later than seven days
following the date of the consultation. The City Administrator, or his delegate, as the designated
representative of the City of Keokuk, State of Iowa, shall submit a written response to the affected
taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No.
5 to the Amended and Restated Twin Rivers Urban Renewal Plan, addressing any
recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Keokuk, State of Iowa, as
provided by Section 403.5, Code of Iowa, as amended.

Dated this _________ day of ________________, 2020.

City Clerk, City of Keokuk, State of Iowa

(End of Notice)
Section 3. That a public hearing shall be held on the proposed Amendment No. 5 before the City Council at its meeting which commences at 6:30 P.M. on April 16, 2020, in the Keokuk School District Office, 500 N. 20th Street, Keokuk, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Daily Gate City, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:
NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED AMENDMENT NO. 5 TO THE AMENDED AND RESTATED TWIN RIVERS URBAN RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF KEOKUK, STATE OF IOWA

The City Council of the City of Keokuk, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:30 P.M. on April 16, 2020 in the Keokuk School District Office, 500 N. 20th Street, Keokuk, Iowa, to consider adoption of a proposed Amendment No. 5 to the Amended and Restated Twin Rivers Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Keokuk, State of Iowa, which contains the land legally described as follows:

ORIGINAL AREA

Beginning at the intersection of the centerline of U.S. Highway 218 and the centerline of Plank Road; thence Southeasterly along said centerline of Plank Road to the centerline of Eicher Street; thence East along said centerline of Eicher Street to the centerline of Middle Road; thence South along said centerline of Middle Road to the centerline of Washington Street; thence East along said centerline of Washington Street to the centerline of Orleans Avenue; thence Southeasterly along said centerline of Orleans Avenue to the centerline of North 17th Street; thence Northeastly along said centerline of North 17th Street to the intersection of said centerline of North 17th Street extended and the ordinary high water mark of the Mississippi River; thence Southerly and Westerly along said ordinary high water mark of the Mississippi River to the intersection of said ordinary high water mark of the Mississippi River and the ordinary high water mark of the Des Moines River; thence West along said ordinary high water mark of the Des Moines River to the intersection of said ordinary high water mark of the Des Moines River and the East right-of-way of U.S. Highway 61; thence South along said East right-of-way of U.S. Highway 61 to the intersection of said East right-of-way of U.S. Highway 61 and the North right-of-way of U.S. Highway 136; thence Easterly along said North right-of-way of U.S. Highway 136 to the North-South center of section lines of Sections 35, 26 and 23, Township 65 North, Range 5 West; thence north along the said North-South center of section line of Sections 35, 26 and 23 in said Township and Range to the intersection of the centerline of Johnson Street Road; thence West along said centerline of Johnson Street Road to the centerline of U.S. Highway 61 and Johnson Street Road; thence West along said centerline of Johnson Street Road, 560 feet; thence North, 305 feet; thence West 339 feet to the center of Kindustry Road; thence South along the center of Kindustry Road 306 feet to the center of Johnson Street Road; thence West along the center of said Johnson Street Road, 514 feet; thence around the boundary of Kindustry Park through the following described courses; N 00° 13’ 32” W, 773.25’; thence N 89° 54’ 40” W, 169.0 feet; thence S 00° 13’ 32” E, 318.95 feet; thence N 80° 08’ 03” W, 503.33 feet; thence N 00° 33’ 34” W, 785.29 feet to the South line of the N.W. ¼ of Section 22; thence N 89° 48’ 33” W along said South line 232.49 feet; thence N 09° 29’ 38” W, 280.88 feet; thence N 89° 18’ E, 16.7 feet; thence N 09° 27’ 38” W; 406.82 feet; thence N 00° 26’ 37” W, 297.8 feet; thence S 89° 33’ 23” W, 137.12 feet to the East R.O.W. line of Varner Road; thence N 00° 26’ 38” W along said R.O.W., 341.18 feet to the Northwest corner of Lot 10 in
Kindustry Park; thence $89^\circ 44' 58''$ E along the North line of Kindustry Park 2,487.45 feet to the Northeast corner of Lot 1 in Kindustry Park; thence continuing $89^\circ 44' 58''$ E (leaving Kindustry Park) 65 feet to the center of U.S. Highway 61; thence North along the center of said U.S. Highway 61, a distance of 5,720 feet; thence N 57$^\circ$ 00' E, 210 feet, more or less, to the Southwesterly R.O.W. line of the BNSF Railroad extended; thence Southeasterly along said R.O.W. line extended, 230 feet, more or less to the Northwesterly corner of the BNSF Railroad R.O.W.; thence Northeasterly, 50$'$ to the Northeasterly R.O.W. of the BNSF Railroad; thence Southeasterly along said R.O.W. line, 290 feet more or less to a property line; thence Northeasterly along said property line, 900 feet, more or less, to the centerline of Main Street Road (U.S. Highway 218); thence Southeasterly along said centerline of U.S. Highway 218 to the point of beginning.

**AMENDMENT NO. 1 AREA**
Did not add or remove land.

**AMENDMENT NO. 2 AREA**
Removed land as follows:

Beginning at the west corner of lot 7, Fayette Square, City of Keokuk, Lee County, Iowa; thence northeasterly one-hundred and sixty feet (160') to the west corner of lot 6, thence southeasterly three hundred feet (300') to the south corner of lot 1, thence southwesterly one hundred and sixty feet (160') to the south corner of lot 12, thence northwesterly three hundred feet (300') and to the point of beginning.

**AMENDMENT NO. 3 AREA**
Did not add or remove land.

**AMENDMENT NO. 4 AREA**

Beginning where the centerline of North 17th Street extended intersects the ordinary high water mark of the Mississippi River; thence Northeasterly along said centerline of North 17th Street extended, to the middle of the main channel of the Mississippi River; thence Southerly and Westerly along said middle of the main channel of the Mississippi River to a point where the boundary line between Missouri and Iowa, if continued, would intersect; thence up the boundary line to the middle of the main channel of the Des Moines River; thence west along the middle of the main channel of the Des Moines River to the intersection of said middle of the main channel and the west line of Section 34, Township 65 North, Range 5 West; thence north along said West line of Section 34 to the ordinary high water mark of the Des Moines River; thence easterly along said ordinary high water mark of the Des Moines River to the intersection the ordinary high water mark of the Mississippi River; thence easterly and northly along the ordinary high water mark of the Mississippi River to the Point of Beginning in Keokuk, Lee County, Iowa.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Keokuk, Iowa.

The City of Keokuk, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other
improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 5 would add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Keokuk, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this __________ day of __________________, 2020.

__________________________
City Clerk, City of Keokuk, State of Iowa

(End of Notice)
Section 5. That the proposed Amendment No. 5, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 5 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 19th day of March, 2020.

__________________________________________
Mayor

ATTEST:

__________________________________________
City Clerk

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*
ATTACH THE AMENDMENT LABELED AS EXHIBIT 1 HERE
CERTIFICATE

STATE OF IOWA )
COUNTY OF LEE ) SS

I, the undersigned City Clerk of the City of Keokuk, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this __________ day of ______________, 2020.

__________________________
City Clerk, City of Keokuk, State of Iowa

(SEAL)

01694889-1\10787-077
We have a 28E agreement with the Iowa Department of Corrections to provide inmates for daily work in our parks and cemetery. Current cost is $5.00 per inmate per day. IDC is requesting to increase the fee to $5.04 per inmate per day to cover their actual cost of providing inmates and a sack lunch.
COUNCIL ACTION FORM

Any previous Council actions:
Action

Date

Recommendation:
Staff recommends approval.

Required Action
ORDINANCE □ RESOLUTION ✔ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ____________________________  SECONDED BY: ____________________________
TO ____________________________

CITY COUNCIL VOTES

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RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENT WITH THE IOWA DEPARTMENT OF CORRECTIONS UNDER CHAPTER 28E OF THE CODE OF IOWA

WHEREAS, the Iowa Department of Corrections is established under Chapter 904 of the Code of Iowa and is a Public Agency as defined in Iowa Code Chapter 28E; and

WHEREAS, the City of Keokuk, Iowa is a municipal corporation recognized and existing under the laws of the State of Iowa, and is a Public Agency as defined in Iowa Code Chapter 28E; and

WHEREAS, the City of Keokuk, Iowa desires to engage offenders of the state correctional facilities under the trustworthy offender work program; and

WHEREAS, the Iowa Department of Corrections shall provide said individuals; and

WHEREAS, public agencies may enter into an agreement for joint or cooperative action pursuant to Iowa Code Chapter 28E.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that it approves the agreement with the Iowa Department of Corrections under Chapter 28E of the Code of Iowa.

PASSED, APPROVED, AND ADOPTED this 19th day of March, 2020.

_____________________________
Mayor –Thomas L. Richardson

ATTEST:

_____________________________
Jean Ludwig
AGREEMENT BETWEEN
THE IOWA DEPARTMENT OF CORRECTIONS AND THE CITY OF KEOKUK,
AS PROVIDED BY CHAPTER 28E, CODE OF IOWA (2017)

On this 8th day of March, 2017, this Agreement is made and entered into by and between the Iowa Department of Corrections (Corrections), and the City of Keokuk (Agency), as a cooperative effort to provide work through public service for offenders.

Corrections and the Agency agree as follows:

SECTION 1. PARTIES

1.1 The Iowa Department of Corrections is established by Chapter 904 of the Code of Iowa. It is a public agency, and the director has the authority to enter into this Agreement under section 904.703 of the Code.

1.2 The City of Keokuk is another department or agency of the State of Iowa, a political subdivision of the State of Iowa or is responsible for a public or charitable facility. The City of Keokuk has the authority to enter into this Agreement.

SECTION 2. PURPOSE

The purpose of this Agreement is to provide work through public service opportunities for offenders.

2.1 This Agreement is part of a trustworthy offender work program in which offenders of state correctional institutions work at work centers outside the state correctional institutions or work in construction or maintenance at public or charitable facilities or for other agencies of state, county or local government.

2.2 The Agency shall identify public service work opportunities appropriate for offenders. The Agency shall routinely, and as timely as possible, advise Corrections of the availability of these opportunities, including the nature of the work, the number of offenders that can be used, the hours of work, the approximate total number of hours the task or project will require, the name of the Agency supervisor of the work, and any special conditions or requirements.

2.3 Corrections shall provide individuals under its supervision to perform work for the Agency. Corrections does not guarantee or warrant the availability of offenders to perform the work, or their individual skills, abilities or fitness for the tasks or projects assigned.

SECTION 3. GENERAL CONDITIONS

3.1 Duration and Termination. This agreement shall remain in force until terminated by either Corrections or the Agency. Following thirty (30) days written notice, either party may terminate the Agreement. If funds sufficient to allow either party to meet its obligations under this Agreement are not appropriated, allocated or authorized, or either party’s legal authority is withdrawn or duties substantially modified relating to this
Agreement, this Agreement shall terminate thirty (30) days after giving written notice of such lack of funding or change in law.

3.2 *Coordination.* Corrections and the Agency shall maintain necessary communications to coordinate labor needs, provide ongoing updates of how individual offenders are performing, evaluate overall effectiveness of the program, and any problems associated with the implementation of this Agreement. If any of the primary staff responsible for the implementation of the agreement change, written notice of the change shall be provided within 30 days.

Primary staff personnel responsible for the Agency and their telephone numbers are:

Cole ODonnell 319-524-2050
319-795-4795 cell
Bob Weis, Park, Bridge, Cemetery Mgr 319-795-7249 cell
Inmate Supervisor 319-520-6083
Thomas Richardson 319-524-2050 Ext. 107 (Mayor)

Primary contact staff for Corrections is:
David Smith, POMIII 319-385-9511 ext. 2536
Jeremy Howk, POMI 319-385-9511 ext. 2517
Barbra Wheeler, AWA 319-385-6801

3.3 *Workers not displaced.* An offender shall not work in a public service project if the work of that offender would replace a person employed by the Agency, which employee is performing the work of the public service project at the time the offender is being considered for work in the project.

3.4 *Background checks.*

A. The Agency shall not hire anyone who may have contact with offenders who has:

1. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution;
2. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, coercion, or if the victim did not consent or was unable to consent or refuse; or
3. Been civilly or administratively adjudicated of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, coercion, or if the victim did not consent or was unable to
consent or refuse.  (PREA 115.17(a)(1-3))

B. The Agency shall consider any incidents of sexual harassment in determining whether to hire anyone who may have contact with offenders.  (PREA 115.17(b))

C. The Agency shall perform a criminal background records check before hiring any person who may have contact with offenders. Background checks on all current employees who have contact with offenders shall be conducted every five years or the Agency shall have in place a system for otherwise capturing such information.  (PREA 115.17(d)(e))

3.5 Service attributes. Public service opportunities shall have as a primary purpose the development of attitudes, skills, and habit patterns which are conducive to offender rehabilitation.

3.6 Annual review. Corrections and the Agency shall annually review the feasibility, effectiveness, and impact of the public service agreements.

3.7 Tort liability. Offenders performing public services pursuant to this Agreement are employees of the State of Iowa for purposes of the Iowa Tort Claims Act, Iowa Code chapter 669.

3.8 Workers’ compensation. An offender suffering an injury arising out of and in the course of performing the offender’s public service under this Agreement is considered an “offender” under Iowa Code section 85.59 and “workers’ compensation” benefits shall be determined and paid in accordance with that provision.

3.9 Insurance. If the Agency is not an agency or department of the State of Iowa or a political subdivision of the State of Iowa, the Agency shall maintain in effect, at its expense, insurance covering its work, and shall submit to Corrections certificates of insurance for general liability, workers’ compensation, automobile liability, property damage or other insurance coverage applicable to the public service work or project. These coverages shall be in amounts of not less than two-million dollars ($2,000,000) aggregate and each occurrence, for each applicable coverage. For construction or maintenance projects at public or charitable facilities the State of Iowa and the Iowa Department of Corrections shall be additional named insureds under the applicable policies, which shall be shown on the certificates of insurance filed with Corrections.

3.10 No offender rights under Agreement. Offenders are not parties to this Agreement, nor third-party beneficiaries of this Agreement. Nothing in this Agreement is intended to create or support any right, interest, claim, or cause of action, either in tort or contract, which can be asserted by an offender or anyone on behalf of or through an offender.
3.11 **No separate legal entity.** This Agreement does not establish a separate legal entity to conduct this cooperative undertaking. The administration of this Agreement shall be the joint responsibility of the parties as further defined by its terms. Any real or personal property used in this cooperative undertaking shall be acquired, held and disposed of by the party which originally obtains or purchases the property.

3.12 **Amendments.** This Agreement may be amended in writing from time to time by the mutual consent of the parties.

**SECTION 4. OFFENDER SELECTION/TRAINING/EQUIPMENT/WORK CONDITIONS**

4.1 Corrections shall identify offenders for assignments to public service with the Agency and shall classify the offenders for assignments.

4.2 Corrections shall provide an orientation to the offenders concerning participation in the public service program.

4.3 The Agency may decline or terminate the assignment of an offender to a public service task or project at any time.

4.4 The Agency shall provide and document safety training necessary to recognize and avoid unsafe conditions and safely and properly perform a particular task or service. Documentation shall be detailed and specific to each task or service the offender will be performing and shall be provided to DOC upon request.

4.5 The Agency shall train all their employees who have contact with offenders on their responsibilities under Corrections’ policies regarding prevention, detection, and response to sexual violence. The level and type of training provided shall be based on the services provided and level of contact with offenders. All employees who have contact with offenders shall be notified of Corrections’ zero-tolerance policy regarding sexual violence and how to report such incidents. The Agency shall maintain documentation confirming that all employees understand the training they have received. *(PREA 115.32(a)(b)(c))*

4.6 The Agency shall provide all tools, equipment, clothing, materials, supplies or other items, including personal protective equipment, safety equipment or clothing, necessary for the task or service to be performed.

4.7 The Agency shall comply with all local, state, and federal laws and regulations concerning the public service project, including OSHA health and safety standards. The Agency shall be responsible for all permits, fees, inspections or other regulatory approvals necessary for the project.

4.8 If an injury, accident or other incident occurs while an offender is under the supervision of the Agency, the Agency shall notify the DOC...
immediately. The DOC and Agency shall complete and submit any and all reports or notices that may be required.

The Agency shall provide a First Report of Injury to the DOC on the day the injury occurs. The Agency shall include offender injuries on their OSHA 300 log when those injuries meet recordable criteria.

SECTION 5. OFFENDER SUPERVISION AND SECURITY.

5.1 The Agency shall provide direct supervision for all offenders assigned to the Agency for public service under this Agreement. The level of supervision to be provided, including the identity of the supervisor(s) and the ratio of supervisors to offenders, shall be discussed and agreed to by Corrections prior to offenders beginning the task or project. Corrections may reject the participation of an Agency supervisor in the public service program.

5.2 The Agency shall prevent any offender access to secured areas, security equipment, weapons, keys, personnel records, client records, or any other materials that could be considered contraband or confidential.

5.3 The Agency shall not allow any offender to operate a motor vehicle or access to any keys to operate a motor vehicle unless there is prior written approval from Corrections.

5.4 Corrections shall provide orientation for Agency staff who will supervise or have contact with offenders.

5.5 The Agency shall report to Corrections any offender whose performance is not satisfactory, is in violation of any work rules, or should otherwise be removed from the public service program.

5.6 In addition to any and all applicable work rules of the Agency, the Agency shall enforce any work rules supplied in advance by Corrections. These work rules, which may apply to Agency employees as well as offenders (i.e., Agency employees cannot provide gifts or money to offenders; Agency employees cannot fraternize with offenders) should not disrupt the Agency’s ability to conduct its operations or accomplish the task or project.

5.7 Representatives of Corrections shall have access to the work site for security purposes, and for monitoring and assessing the public service program, the offenders assigned, or fulfilling any obligation under this Agreement.

5.8 The Agency shall maintain records concerning the hours worked by the offender, and shall make those records available to Corrections. The Agency shall cooperate with Corrections in completing any offender reviews to monitor the behavior and progress of the offender.
5.9 Corrections shall manage and be responsible for the removal and reclassification or reassignment of offenders who fail to meet the expectations of the public service program.

5.10 The Agency shall call into the MPCF Shift Supervisor Office each day at 10:45 AM at 319-385-9511 ext. 2416. No delays are permissible. Counts must be called in on time.

SECTION 6. OFFENDER ALLOWANCES/HOUSING/MEALS/TRANSPORTATION

6.1 The Agency shall pay Corrections for offender service provided under this Agreement at the following rates:

A. $5.04 per day.

6.2 As necessary, Corrections will provide offender meals, but the Agency shall provide storage facilities and space for all meals and breaks.

6.3 Housing and maintenance for the offender shall be provided at facility and the cost of the housing and maintenance shall be paid by Corrections or the Agency. [If the offender(s) are housed and maintained in the state correctional institution, there will be no additional charge or cost for housing and maintenance paid by the Agency]

6.4 The Agency shall provide transportation of the offender(s) to and from the work site.

6.5 The Agency shall provide any transportation necessary for the completion of a particular task or project. Further, the Agency shall be responsible for any emergency transportation, including ambulance or other medical transportation, occasioned by the offender’s work for the Agency.

SECTION 7. FILING

7.1 This Agreement shall be filed by Corrections with the Iowa Secretary of State.
Department of Corrections

______________________, Director (for contracts over $50,000.00)

______________________, Warden/Superintendent

[Agency]

______________________

______________________
We have an agreement to purchase 212 Des Moines St. As part of that agreement we will be renting the facility for three months starting April 1, 2020. Therefore, we must approve the lease for the facility. This is a triple net lease for $5,000/month.

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
Approve Purchase of 212 Des Moines St

Date
02/20/2020

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ✔ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ________________  SECONDED BY: ________________

TO

CITY COUNCIL VOTES

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RESOLUTION NO.

RESOLUTION APPROVING LEASE OF PROPERTY
AT 212 DES MOINES STREET

WHEREAS, the City of Keokuk, Iowa agreed to purchase the property at 212 Des Moines St; and

WHEREAS, the City of Keokuk, Iowa will purchase said property until July 6, 2020; and
WHEREAS, the Seller has agreed to lease said property to the City of Keokuk, Iowa beginning April 1, 2020.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: that lease for property at 212 Des Moines Street be approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign said lease on behalf of the City of Keokuk.

PASSED, APPROVED, AND ADOPTED this 19th day of March, 2020.

__________________________
Mayor Thomas L. Richardson

ATTEST:

__________________________
Jean Ludwig, City Clerk
FACILITY LEASE AGREEMENT
2020

THIS LEASE made and entered into this 1st day of April 1, 2020, by and between Bridgeway Properties, hereinafter referred to as “Lessor” and City of Keokuk, hereinafter referred to as “Lessee.”

1. LEASE DEFINITION & EXHIBIT. The Lessor leases to Lessee, and the Lessee leases from Lessor, property located at 212 Des Moines St, Keokuk, IA 52632. See Attached.

2. TERM AND POSSESSION. The term of this Lease shall be for a period of 3 months and 5 days commencing April 1, 2020, at which time possession of said premises shall pass to Lessee, subject to the right of lessor to enter for inspection or repair as hereinafter provided. This lease ends at July 5, 2020, at which time the sale of the property to the City of Keokuk is closed and final.

3. RENT. The Lessee shall pay to Lessor as base rent for the leased premises the cash sum of fifteen thousand eight hundred six dollars and 45 cents ($15,806.45) payable in 3 monthly installments of $5,000 and one installment of $806.45 commencing on the 1st day of April 2020 and the 1st day of each month thereafter during the term of this Lease. Upon default in the payment of any monthly installment, or upon default by Lessee of any other provision of this Lease, and the Lessee’s failure to remedy the same as hereinafter provided, the entire rent remaining due for the entire term of this Lease may, at Lessor’s option, become immediately due and payable without further notice or demand.

4. RENT PAYMENTS. All rents shall be paid to Bridgeway Properties, or to such name and address as designated by Lessor.

5. USE AND OPERATION. The leased premises shall be occupied and used by Lessee solely for the purpose of conducting therein a business to be known as the City of Keokuk. The leased premises shall be used by the Lessee for uses as are consistent with the present or future zoning of said premises. Lessee shall at all times keep said premises in a neat and clean condition, and comply with all applicable laws, ordinances, and statutes concerning the operation of its business and shall at no time sell or dispense intoxicating liquors.

6. INTERIOR. The Lessee may, at its expense, provide any additional interior decorating or renovation to meet applicable codes for license as it desires, providing the plans therefore are first approved in writing by Lessor, and further provided that Lessee shall at no time permit a valid mechanic’s lien or other encumbrances to be placed against said premises by reason of improvements or repairs made by the Lessee during the term of this Lease. Lessee has the right to contest any such liens.

7. EXTERIOR. During the term of this Lease, Lessor covenants to keep the foundations, exterior walls, and roof of the leased premises in good order and repair, except for any damage thereto which is due to the negligence or misconduct of Lessor or its employees. Lessor shall commence such repairs as soon as practical after receiving written notice from Lessee that such is necessary.

8. IMPROVEMENTS BY LESSEE. During the term of this Lease, the Lessee shall
at its expense repair and maintain the interior of the building and improvements which are a part of the demised premises in the condition prevailing upon the commencement of this Lease (ordinary wear and casualty losses excepted), including all utility lines, heating, plumbing, plate glass insurance, sprinkler heads, and system, and other mechanicals, situated upon the demised premises. No structural changes shall be made, however, without Lessor's prior written consent. All improvements or repairs shall immediately become the property of Lessor.

9. UTILITIES AND RENTAL RATE ADJUSTMENT. The Lessee shall provide electricity, gas, water and sewer to said premises. It is understood and agreed to by both parties that while the Lessee is operating its program within the premises between 8:00 a.m. and 6:00 p.m. Monday through Friday each week, except for agency observed holidays, electricity and heat will be supplied and may be consumed in adequate quantities to provide for the functioning of the program. All other times electrical consumption shall be kept to a minimal usage and the quantity of heat provided shall be set back to allow for reduced temperatures to as low as 45°. Lessee will act in good faith to conserve on electricity and heat usage whenever possible and will not use electricity and/or heat to excess.

10. MAINTENANCE OF PROPERTY. The Lessee has examined and knows the condition of the leased premises and has received the same in good order and repair, and the Lessee will keep the said premises in a clean and healthful condition according to the statutes, laws, ordinances, rules and regulations of the various governmental units and the direction of the proper public officers during the term of this Lease; and, upon termination of this Lease by limitation or forfeiture, will yield up said premises to Lessor in good condition and repair, fair wear and tear excepted. The Lessee shall keep the structural portion of the premises, including the roof, structural members and exterior walls of said building and the windows in good condition and repair at its expense. The Lessee shall repair or replace all broken glass, including plate glass in said premises. The Lessor shall make any needed repairs or replacements to plumbing, heating, air conditioning and electrical system. The Lessor is responsible for the service contracts on the building, i.e., snow removal, mowing, telephone, fire alarm and sprinkler system, air conditioning and heating systems.

11. INSURANCE. The Lessee agrees that it will hold the Lessor harmless from any and all public liability or claim for damages occasioned by its use and occupancy of the said premises. Lessor will select and maintain an insurance company, indemnifying and protecting the Lessor and Lessee from any claim for damages to persons or property, which insurance shall have limits of liability of not less than $300,000 for injuries or damages from any one occurrence, and a minimum limit for property damage in the amount of $50,000.

The Lessee shall provide property insurance coverage on the building. The Lessee shall name Lessor as “Named Insured” on the property insurance policy.

12. CIVIL RIGHTS ACT. Both parties agree to comply with the Title VI - Civil Rights Act of 1964 (PL 88-352) and Part 80 of Title 45, Code of Federal Regulations, so that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or natural origin.

13. WAIVER OF LIABILITY. Unless caused by Lessor’s negligence, Lessor shall not be liable for any damage to property of Lessee or of others located on the leased premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor
shall not be liable for any injury or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the leased premises or from the pipes, appliances or plumbing works or from the roof, street, or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other tenants or persons in the leased premises, occupants of adjacent property, of public, or caused by operations in construction of any private, public or quasi-public work. All property of Lessee kept or stored on the leased premises shall be so kept or stored at the risk of the Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee’s insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Lessor.

14. ASSIGNMENT OF SUBLEASE. Lessee shall not assign this Lease in whole or in part, nor sublet all or any part of the premises without first acquiring the written consent of Lessor. Consent by Lessor to any subsequent assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting and if consent is granted by Lessor, such action shall not release Lessee, or its guaranty, from continued liability under said Lease Agreement. Such consent shall not be unreasonably withheld.

15. REPAIR AFTER CASUALTY. It is agreed that should the demised premises be damaged by fire or other casualty so as to make it untenable, the Lessor shall at its expense promptly repair such damage, and rents shall abate until such repair is completed. The above provision notwithstanding, the Lessor may at its option either make the repairs, as aforesaid, or terminate the Lease.

16. INDEMNIFICATION AND PUBLIC LIABILITY. Lessee hereby assumes all liability, including all injury to persons or property, which results in whole or in part from the negligence acts, or omissions of the Lessee, its employees, and agents, and Lessee agrees to indemnify and save Lessor harmless with respect thereto. Lessee shall also during the term of this Lease maintain public liability insurance in a company acceptable to Lessor with a minimum coverage of $300,000/$1,000,000. For personal injury $100,000 and $1,000,000 for property damage naming both the Lessee and the Lessor as insured’s.

17. SUBORDINATE MORTGAGE. The Lessee will, upon Lessor’s request, subordinate this Lease to any real estate mortgage which Lessor may place upon said premises.

18. NOTICE OF DEFAULT. Lessor shall give Lessee written notice of any default by Lessee in the payment of rent or the performance of any other obligation to be kept or performed by Lessee and if such default continues for a period of ten (10) days after such receipt by Lessee of a written notice from Lessor specifying such default, Lessor may thereafter without further notice or demand, enter onto the demised premises and take full and absolute possession thereof, without such re-entry causing a forfeiture of the rent to be paid or the covenants to be performed by Lessee hereunder for the full term of this Lease and may thereafter lease or sub-lease the premises for such rent as Lessor may reasonably obtain, crediting Lessee with the rent so obtained after deducting the costs Lessor reasonably incurs by such re-entry, leasing or sub-leasing, or the lessor, at its election, may terminate this Lease, in which event the Lessor or its
representative shall have the unlimited right to re-enter and take possession of the premises, including all improvement thereon free and clear of all rights of Lessee, or the Lessor may sue for money judgement for unpaid rent, or take such other action as is available to it under the statues then in effect. Provided that there should be an adjudication by a court of competent jurisdiction to the effect that the Lessee has not complied with its agreements and obligations as referenced in this Lease Agreement and that in the event of any judgment entered in that proceeding as against the Lessee.

19. **NOTICES.** Any notice required or permitted hereunder may be served personally or by the U.S. Mail upon the parties as follows:

**LESSOR**

Bridgeway Properties  
2323 Windish Drive  
Galesburg, Illinois 61401

**LESSEE**

City of Keokuk  
601 Main Street, 3rd Floor  
Keokuk, IA 52632

20. **ACCESS TO LESSOR.** Lessee agrees to allow the Lessor free access to the premises for the purpose of examining the same or to make any needful repairs or alterations to the premises which Lessor deems necessary. During the last sixty (60) days of the lease term, Lessor shall have the right to exhibit the same and to place a for rent sign upon said premises.

21. **PERSONAL PROPERTY.** Provided Lessee is not in default, the Lessee shall have the right to install and at any time, including specifically at the termination of any extension thereof, shall have the right to remove equipment, furniture and fixtures, providing that any damage occasioned by the removal of such fixtures shall be repaired by Lessee. Lessee shall make no structural changes or alterations in the premises without the prior written consent of Lessor.

22. **SITUS.** This Lease is executed in the City of Galesburg, Knox County, Illinois, and shall be interpreted in accordance with the laws and statutes of the State of Illinois.

23. **REMEDIES.** The rights and remedies hereby created are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

24. **TIME OF ESSENCE.** In the interpretation of this Lease, time shall be considered of the essence.

25. **TERMINATION BY MUTUAL AGREEMENT.** Upon the mutual written agreement of both the Lessee and Lessor this Lease may be terminated at any time.

26. **BENEFITS.** This agreement shall be binding upon, and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and assigns.

27. **LEASE ADJUSTMENTS.** Adjustments to this lease will be completed each quarter.
IN WITNESS WHEREOF the parties have executed this Agreement.

BRIDGEWAY PROPERTIES
BY: W. Nelson

CITY OF KEOKUK
BY: ____________________
It has become necessary to amend the current year's budget (FY 19-20). Prior to any action we must hold a public hearing. Staff requests April 16, 2020 at 6:30 PM.
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

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Altheide Andrews</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald Helenthal</th>
<th>O'Conner</th>
<th>Payne</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
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</tbody>
</table>
RESOLUTION NO. _____

A RESOLUTION SETTING PUBLIC HEARING ON THE PROPOSED AMENDMENT TO FISCAL YEAR ENDING JUNE 30, 2020 BUDGET

WHEREAS, the City of Keokuk, Iowa completed and filed a budget for Fiscal Year Ending June 30, 2020; and

WHEREAS, it has become necessary to amend said budget; and

WHEREAS, prior to approving said amendment, a public hearing must be held to receive comments.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, a public hearing shall be held on April 16, 2020 at 6:30 PM in the Keokuk Community Schools Board Room, 500 N 20th St, Keokuk, Iowa.

BE IT FURTHER RESOLVED that the City clerk shall publish notice of said public hearing in a newspaper of general circulation.

PASSED, APPROVED, AND ADOPTED this 19th day of March, 2019.

_______________________
Mayor – Thomas L. Richardson

ATTEST:

_______________________
Jean Ludwig
**NOTICE OF PUBLIC HEARING**  
**AMENDMENT OF FY2019-2020 CITY BUDGET**

The City Council of Keokuk in LEE County, Iowa will meet at 520 N 20th St, Keokuk at 6:30 PM on 4/16/2020, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2020, by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

<table>
<thead>
<tr>
<th>Revenues &amp; Other Financing Sources</th>
<th>Total Budget as certified or last amended</th>
<th>Current Amendment</th>
<th>Total Budget after Current Amendment</th>
</tr>
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<tbody>
<tr>
<td>Taxes Levied on Property</td>
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<td>5,032,243</td>
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<td>Less: Uncollected Property Taxes-Levy Year</td>
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<tr>
<td>Net Current Property Taxes</td>
<td>5,032,243</td>
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<td>5,032,243</td>
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<td>Delinquent Property Taxes</td>
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<td>TIF Revenues</td>
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<td>1,332,490</td>
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<td>Other City Taxes</td>
<td>2,750,799</td>
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<td>2,750,799</td>
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<tr>
<td>Licenses &amp; Permits</td>
<td>145,265</td>
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<td>Use of Money and Property</td>
<td>205,137</td>
<td>29,176</td>
<td>234,313</td>
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<td>Intergovernmental</td>
<td>4,678,237</td>
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<td>Charges for Services</td>
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<td>Special Assessments</td>
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<td>Miscellaneous</td>
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<td>Other Financing Sources</td>
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<tr>
<td>Transfers in</td>
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<td>6,773,860</td>
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<tr>
<td>Total Revenues and Other Sources</td>
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<td>27,443,001</td>
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</table>

<table>
<thead>
<tr>
<th>Expenditures &amp; Other Financing Uses</th>
<th>Total Government Activities Expenditures</th>
<th>Business Type / Enterprises</th>
<th>Total Gov Activities &amp; Business Expenditures</th>
<th>Transfers Out</th>
<th>Total Expenditures/Transfers Out</th>
<th>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</th>
<th>Beginning Fund Balance July 1</th>
<th>Ending Fund Balance June 30</th>
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<td>Public Safety</td>
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<td>Health and Social Services</td>
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<td>Culture and Recreation</td>
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<td>Community and Economic Development</td>
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<td>General Government</td>
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<td>Capital Projects</td>
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<tr>
<td>Total Government Activities Expenditures</td>
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<td>3,580,000</td>
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<td>Total Gov Activities &amp; Business Expenditures</td>
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<tr>
<td>Transfers Out</td>
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<tr>
<td>Total Expenditures/Transfers Out</td>
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</table>

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Revenues: Increases from insurance reimbursements sale of property. Decreases from delay of Rand Park Tunnel.
Expenditures: Increases from non-Budgeted capital projects and capital project over runs. Decreases from delay of Rand Park Tunnel Project.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Jean Ludwig  
City Clerk/Finance Officer Name
The first resolution appoints UMB Bank, NA as the registrar and paying agent. The second resolution authorizes the issuance of the notes. Both are for the 2020 Refinancing Bonds.
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve Sale of Refinancing Bonds</td>
<td>03/05/2020</td>
</tr>
<tr>
<td>Approve Calling of 2012 and 2013 Bonds</td>
<td>03/05/2020</td>
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</tbody>
</table>

Recommendation:
Staff recommends approval.

Required Action
ORDINANCE [ ] RESOLUTION [x] MOTION [ ] NO ACTION REQUIRED [ ]

Additional Comments:

MOTION BY: ____________________ SECONDED BY: ____________________
TO ________________________________________________
_______________________________________________________
_______________________________________________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Altheide Andrews</th>
<th>Bryant</th>
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<th>Greenwald Helenthal</th>
<th>O'Conner</th>
<th>Payne</th>
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</tbody>
</table>
RESOLUTION NO.

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, $7,315,000 General Obligation Refunding Capital Loan Notes, Series 2020, dated April 2, 2020, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of $7,315,000 General Obligation Refunding Capital Loan Notes, Series 2020, dated April 2, 2020.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 19th day of March, 2020.

_________________________________
Thomas L. Richardson, Mayor

Attest: ____________________________
Jean Ludwig, City Clerk
RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING A
FORM OF LOAN AGREEMENT AND AUTHORIZING
AND PROVIDING FOR THE ISSUANCE OF $7,315,000
GENERAL OBLIGATION REFUNDING CAPITAL LOAN
NOTES, SERIES 2020, AND LEVying A TAX TO PAY
SAID NOTES; APPROVAL OF THE TAX EXEMPTION
CERTIFICATE AND CONTINUING DISCLOSURE
CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Refunding Capital Loan Notes, to the amount of not to exceed $7,800,000 be authorized for said purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring four (4) outstanding issue(s) of Notes for purposes of more efficient administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Notes anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the Notes set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of $7,315,000 General Obligation Refunding Capital Loan Notes to accomplish the above described refunding, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above-mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal accepted by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF KEOKUK, STATE OF IOWA:
Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- “AGM” shall mean the Assured Guaranty Municipal Corp., or any successor thereto.

- "Authorized Denominations" shall mean $5,000 or any integral multiple thereof.

- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.

- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.

- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.

- "Issuer" and "City" shall mean the City of Keokuk, State of Iowa.

- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.

- "Note Fund" shall mean the fund created in Section 3 of this Resolution.

- "Notes" shall mean $7,315,000 General Obligation Refunding Capital Loan Notes, Series 2020, authorized to be issued by this Resolution.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed
herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Policy" shall mean the Municipal Bond Insurance Policy issued by AGM that guarantees the scheduled payment of principal of and interest on the Notes when due.

- "Project" shall mean the costs of settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance.

- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Refunded Bonds" shall mean $1,145,000 of the $2,300,000 General Obligation Capital Loan Notes, Series 2012, dated November 19, 2012; $1,790,000 of the $2,410,000 General Obligation Refunding Capital Loan Notes, Series 2013B, dated May 1, 2013; $1,850,000 of the $3,330,000 General Obligation Urban Renewal Refunding Bonds, Series 2013C, dated May 1, 2013; and $2,800,000 of the $4,050,000 General Obligation Urban Renewal Bonds, Series 2013D, dated May 1, 2013.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Security Documents" shall mean the resolution, loan agreement, note, and/or any additional or supplemental documents executed in connection with the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the City Clerk/Treasurer, or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.
a) **Levy of Annual Tax.** That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Keokuk, State of Iowa, to-wit:

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>FISCAL YEAR (JULY 1 TO JUNE 30)</th>
<th>YEAR OF COLLECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>$851,896.53</td>
<td></td>
<td>2019/2020*</td>
</tr>
<tr>
<td>$924,700.00</td>
<td></td>
<td>2020/2021</td>
</tr>
<tr>
<td>$927,500.00</td>
<td></td>
<td>2021/2022</td>
</tr>
<tr>
<td>$884,550.00</td>
<td></td>
<td>2022/2023</td>
</tr>
<tr>
<td>$917,200.00</td>
<td></td>
<td>2023/2024</td>
</tr>
<tr>
<td>$883,200.00</td>
<td></td>
<td>2024/2025</td>
</tr>
<tr>
<td>$849,500.00</td>
<td></td>
<td>2025/2026</td>
</tr>
<tr>
<td>$341,100.00</td>
<td></td>
<td>2026/2027</td>
</tr>
<tr>
<td>$332,250.00</td>
<td></td>
<td>2027/2028</td>
</tr>
<tr>
<td>$328,400.00</td>
<td></td>
<td>2028/2029</td>
</tr>
<tr>
<td>$329,400.00</td>
<td></td>
<td>2029/2030</td>
</tr>
<tr>
<td>$318,200.00</td>
<td></td>
<td>2030/2031</td>
</tr>
<tr>
<td>$262,100.00</td>
<td></td>
<td>2031/2032</td>
</tr>
<tr>
<td>$102,000.00</td>
<td></td>
<td>2032/2033</td>
</tr>
</tbody>
</table>

*Payable from available cash on hand or the debt service levy on the Refunded Bonds.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2020 will be collected during the fiscal year commencing July 1, 2021.)

b) **Resolution to be Filed With County Auditor.** A certified copy of this Resolution shall be filed with the Auditor of Lee County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) **Additional City Funds Available.** Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. **Note Fund.** Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2020 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the
principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2019, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2019, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Refunding Capital Loan Notes of the City in the amount of $7,315,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2020", be dated April 2, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on May 1, 2020, and semiannually thereafter on the 1st day of May and November in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of $5,000 or multiples thereof. The Notes shall mature and bear interest as follows:
<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Maturity May 1st</th>
</tr>
</thead>
<tbody>
<tr>
<td>$835,000</td>
<td>3.000%</td>
<td>2020</td>
</tr>
<tr>
<td>$740,000</td>
<td>3.000%</td>
<td>2021</td>
</tr>
<tr>
<td>$765,000</td>
<td>3.000%</td>
<td>2022</td>
</tr>
<tr>
<td>$745,000</td>
<td>3.000%</td>
<td>2023</td>
</tr>
<tr>
<td>$800,000</td>
<td>3.000%</td>
<td>2024</td>
</tr>
<tr>
<td>$790,000</td>
<td>3.000%</td>
<td>2025</td>
</tr>
<tr>
<td>$780,000</td>
<td>3.000%</td>
<td>2026</td>
</tr>
<tr>
<td>$295,000</td>
<td>3.000%</td>
<td>2027</td>
</tr>
<tr>
<td>$295,000</td>
<td>3.000%</td>
<td>2028</td>
</tr>
<tr>
<td>$300,000</td>
<td>3.000%</td>
<td>2029</td>
</tr>
<tr>
<td>$310,000</td>
<td>2.000%</td>
<td>2030</td>
</tr>
<tr>
<td>$305,000</td>
<td>2.000%</td>
<td>2031</td>
</tr>
<tr>
<td>$355,000</td>
<td>2.000%</td>
<td>2033*</td>
</tr>
</tbody>
</table>

*Term Notes

b) Redemption.

i. Optional Redemption. Notes maturing after May 1, 2029, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.
ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

**Term Note #1**

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>$255,000</td>
<td>2.000%</td>
<td>2032</td>
</tr>
<tr>
<td>$100,000</td>
<td>2.000%</td>
<td>2033*</td>
</tr>
</tbody>
</table>

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee of DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any
Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than
Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note,
and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) **Registration of Transferred Notes.** In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) **Ownership.** As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) **Cancellation.** All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) **Non-Presentment of Notes.** In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) **Registration and Transfer Fees.** The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. **Reissuance of Mutilated, Destroyed, Stolen or Lost Notes.** In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so
mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;

2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF LEE"
"CITY OF KEOKUK"
"GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE"
"SERIES 2020"
ESSENTIAL CORPORATE PURPOSE

Rate: __________
Maturity: __________
Note Date: April 2, 2020
CUSIP No.: __________
"Registered"
Certificate No. __________
Principal Amount: $______________

The City of Keokuk, State of Iowa, a municipal corporation organized and existing under
and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received,
promises to pay from the source and as hereinafter provided, on the maturity date indicated
above, to

(Registration panel to be completed by Registrar or Printer with name of Registered
Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND
DOLLARS in lawful money of the United States of America, on the maturity date shown above,
only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of
this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per
annum specified above, payable on May 1, 2020, and semiannually thereafter on the 1st day of
May and November in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the
records of ownership maintained by the Registrar as of the 15th day of the month preceding such
interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-
day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the
Code of Iowa, for the purpose of paying costs of settlement, adjustment, renewing, or extension
of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or
judgments, or the funding or refunding of the same, whether or not such indebtedness was
created for a purpose for which general obligation bonds might have been issued in the original
instance, and in order to evidence the obligations of the Issuer under a certain Loan Agreement
dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and
approved. For a complete statement of the funds from which and the conditions under which this
Note is payable, and the general covenants and provisions pursuant to which this Note is issued,
reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository
Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for
registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after May 1, 2029, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Notes maturing on May 1, 2033 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 2.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on May 1st of each of the years in the principal amount set opposite each year in the following schedule:

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Maturity May 1st</th>
</tr>
</thead>
<tbody>
<tr>
<td>$255,000</td>
<td>2032</td>
</tr>
<tr>
<td>$100,000</td>
<td>2033*</td>
</tr>
</tbody>
</table>

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future
mandatory redemption requirements for such Term Notes in such order as the City shall
determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such
purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon
presentation and surrender of this Note at the office of the Registrar as designated below,
otherwise with an assignment duly executed by the owner hereof or his duly authorized attorney in
the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the
Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of
such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial
Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and
transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of

And it is hereby represented and certified that all acts, conditions and things requisite,
according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to
be performed precedent to the lawful issue of this Note, have been existent, had, done and
performed as required by law; that provision has been made for the levy of a sufficient
continuing annual tax on all the taxable property within the territory of the Issuer for the payment
of the principal and interest of this Note as the same will respectively become due; that such
taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest;
and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or
statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be
signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile
signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be
authenticated by the manual signature of an authorized representative of the Registrar, UMB
Bank, N.A., West Des Moines, Iowa.

Date of authentication: _______________________
This is one of the Notes described in the within mentioned
Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: __________________________________________
    Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS
CITY OF KEOKUK, STATE OF IOWA

By: ___________(manual or facsimile signature)__________
    Mayor

ATTEST:

By: ___________(manual or facsimile signature)__________
    City Clerk

(Information Required for Registration)

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Note to UMB Bank, n.a., West Des Moines, Iowa, or its successor, as paying agent for the Notes (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Note acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ___________________________ (Social Security or Tax Identification No. ____________________) the within Note and does hereby irrevocably constitute and appoint ___________________________ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: ___________________________

________________________________________________________________________

________________________________________________________________________

(Person(s) executing this Assignment sign(s) here)

SIGNATURE )
GUARANTEED)______________________________
IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s)  
Address of Transferee(s)  
Social Security or Tax Identification  
Number of Transferee(s)  
Transferee is a(n): Individual* Corporation  
Partnership Trust  

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with rights of survivorship and not as tenants in common  
IA UNIF TRANS MIN ACT - ....... Custodian .......  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.................  
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem
necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause theNotes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the
owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Notes are deemed designated and may be treated as designated pursuant to Internal Revenue Code Section 265(b)(3)(D)(ii) and (iii) to the extent the amount of the Notes does not exceed the outstanding amount of the Refunded Bonds ($7,585,000) previously designated under Section 265(b)(3)(B), the average maturity date of the Notes is not later than the average maturity date of the Refunded Bonds, and the Notes will finally mature not later than 30 years after the date the original qualified tax-exempt obligation was issued. The Issuer further represents that the Notes are issued to refund (other than to advance refund within the meaning of Section 149(d)(5) of the Internal Revenue Codes of 1986, as amended) the Refunded Bonds. Finally, the aggregate face amount of the Notes does not exceed Ten (10) Million Dollars.

For the sole purpose of qualifying the remainder of the Notes ($181,327.20) as "Qualified Tax Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 19th day of March, 2020.

____________________________
Thomas L. Richardson, Mayor

Attest: ______________________________
Jean Ludwig, City Clerk
March 12, 2020

VIA EMAIL & OVERNIGHT UPS

Cole O'Donnell
City Administrator
601 Main Street, Suite 3
Keokuk, Iowa 52632

Re: Keokuk, Iowa - $7,315,000 General Obligation Refunding Capital Loan Notes, Series 2020

Dear Cole:

Enclosed are documents to complete Council action in connection with the authorization for the issuance of the above Notes.

1. The Council procedure consists of the following:

   (a) Resolution Appointing Registrar and Paying Agent. This resolution appoints UMB Bank, N.A. to serve as Registrar and Paying Agent.

   (b) Resolution authorizing the issuance of the Notes. The resolution also incorporates by reference the form of the Tax Exemption Certificate and the Continuing Disclosure Certificate.

   There are blank spaces appearing in the form of Note set out in the resolution. These need not be completed but may be left blank as a guide since different amounts, dates and percents will be inserted within the blank spaces.

   The resolution must be adopted by an affirmative vote equal to a majority of the full Council membership.

   (c) Tax Exemption Certificate. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain these Notes as tax exempt. This certificate should be SIGNED BUT NOT DATED. Please execute and return all copies to our office. A fully executed copy will be provided to you after closing.
(d) Continuing Disclosure Certificate. The form of Continuing Disclosure Certificate, which is described in detail below, is included for approval by the Council under the Resolution authorizing issuance. This Certificate also should be signed by the Mayor and the Clerk but not dated. Please execute and return all copies to our office. An executed copy will be provided to you after closing.

2. Closing Certificates and Documents:

(a) Loan Agreement. Please execute all copies and return the same to our office. We will obtain the signature of the purchaser and return a fully executed copy for your file.

(b) Delivery Certificate. This certificate also should be signed, BUT NOT DATED. Please complete and confirm the financial data on page 2, execute and return all copies to us. An executed copy will be provided to you after closing.

(c) Transcript Certificate. This certificate is to be executed and sealed in the manner indicated on the second page and may be dated at the time of completion. A notary attestation for all official signatures is required. Please execute and return all copies to us. An executed copy will be provided to you after closing.

(d) Authentication Order. Please execute and return all copies to our office. An executed copy will be provided to you after closing.

(e) County Auditor's Certificate. A true copy of the authorizing resolution as adopted is to be certified and filed with the Auditor of Lee County. The Auditor is asked to certify to such filing. Please file one copy with the Auditor and return the other two copies to my attention prior to closing.

(f) Form 8038-G -- Information Return for Tax Exempt Governmental Obligations. Please review, and if correct, sign, BUT DO NOT DATE, and return the form to us prior to closing. We will file this with the IRS and provide a copy after closing.

(g) Paying Agent; Note Registrar and Transfer Agent Agreement. Please execute and return all copies to us. We will obtain signatures from UMB Bank, N.A. and an executed copy will be provided to you after closing.

Tax Exemption

The Tax Exemption Certificate is an important document and contains important information concerning the calculated yield on the Notes and a number of covenants and obligations on the part of the City. This certificate should be retained along with all of your records regarding the use of proceeds, expenditure dates and investment information needed to comply with IRS guidelines (See exhibit attached). I will not attempt to
summarize all of the matters which are included in this certificate but I do want to point out some important ones.

Tax exemption is based in part upon the fact that the use of the facilities acquired by the City with the proceeds of the refunded Notes will continue to be used by the public and will not be used in the private trade or business of any business or non-tax-exempt entity. The properties acquired with the original proceeds must not be sold or diverted to any private or nonpublic use unless the significance of that action is reviewed by bond counsel.

The Tax Exemption Certificate sets forth the best knowledge and belief which you have as of today concerning the timely expenditure of the proceeds as the City reasonably expects expenditures to occur. If for any reason the City finds it will be prevented from expending the Note proceeds to refund the outstanding obligations in the manner described in the authorizing resolution that matter should be referred to us.

These Notes are issued under the expectation that you will be exempt from the requirement to rebate arbitrage earnings to the United States Government, because you will spend the gross proceeds of the Notes to call the Refunded Notes within six months of the date of issue. If for any reason it appears you will not meet this spending requirement, the matter should be brought to our attention immediately.

Also, these Notes are designated as qualified tax-exempt obligations, making them desirable for certain banks as investments and making possible a more favorable interest rate. For this designation to be proper, it is necessary that the City reasonably expects to issue $10,000,000 or less of Notes or other obligations in the course of this calendar year. If that amount should be exceeded, it would be necessary to review the situation immediately.

There are a number of other general promises and commitments by the City to take or refrain from action, which are necessary to maintain the tax exemption of these Notes. You should recognize that these promises and commitments are required of the City on an ongoing basis and that the possibility of some additional future action does exist.

**Continuing Disclosure Certificate**

Securities and Exchange Commission Rule 15c2-12, prohibits underwriting and recommendation to the public of the purchase of municipal securities for which adequate secondary market information is not available. The rules apply generally to any municipal offering over $1,000,000. The City therefore has an obligation to provide continuing disclosure to the marketplace while the Notes are outstanding. The applicable covenants and duties of the City are outlined in the Continuing Disclosure Certificate.

The Continuing Disclosure Certificate requires the City to provide annual financial information and operating data and other operating data described in the
Continuing Disclosure Certificate to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") so long as the Notes are outstanding, and also to provide notice to EMMA if certain events occur. This information and data must be sent in "searchable PDF" form. You should ensure that your audit and operating data will be available in that format so you may comply. The events which must be reported are detailed in the certificate, but other events which would be of concern to the rating agencies or Note holders also should be considered for disclosure under the anti-fraud provisions of the federal securities laws.

These disclosure requirements are ongoing and it will be important to designate an appropriate contact person who will have a primary responsibility for preparing and coordinating the filing of the annual financial information, operating data and any event notices.

The penalties for violation of the rule fall ultimately on the issuer of the Notes, because underwriters may be precluded from agreeing to underwrite or bid on Notes of issuers who have not complied with their disclosure obligations. Failure to comply therefore may result in fewer bids and ultimately no bids or the inability to secure an underwriter for an issue.

Closing Matters.

As you know, closing of this issue is scheduled to occur on or about April 2, 2020. At the time of closing, the "Purchaser's" copies of the above items will be delivered to the Purchaser of the Notes in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

Should you have any questions, or if we can be of any assistance in completing the enclosed items, please don't hesitate to contact me.

Very truly yours,

Ahlers & Cooney, P.C.

Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures
cc:  Jean Ludwig, City Clerk (via email w/enc.)
     Tim Oswald/Garrett Pochop/Deb Harmsen, Piper Sandler & Co. (via email w/enc.)
     Scott Stevenson/Aaron Smith/Monell Crawford, D.A. Davidson & Co. (via email w/enc.)

01695305-110787-076
Mayor Richardson and I have been working with Keokuk Municipal Waterworks to develop protocols for emergency utility repairs. These protocols are an effort to improve communications between organizations and to address certain deficiencies in the current repair procedures. The protocols do not strictly apply SUDAS standards to all parts of the procedures but only apply to emergency repairs. Planned repairs and engineered projects must still follow SUDAS standards.
COUNCIL ACTION FORM

Any previous Council actions:

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE □ RESOLUTION √ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ____________________ SECONDED BY: ____________________

TO ____________________

_____________________

_____________________

_____________________

_____________________

_____________________

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_____________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Altheide Andrews</th>
<th>Bryant</th>
<th>Dade</th>
<th>Dunek</th>
<th>Greenwald Helenthal</th>
<th>O'Conner</th>
<th>Payne</th>
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<td></td>
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</tr>
</tbody>
</table>
RESOLUTION NO. ______

A RESOLUTION ADOPTING THE STANDARDS AND SPECIFICATIONS RELATING TO PROTOCOLS FOR EMERGENCY UTILITY REPAIRS IN STREET

WHEREAS, the City of Keokuk, Iowa has prepared standards and specifications relating to protocols for emergency utility repairs in street.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the standards and specifications relating to protocols for emergency utility repairs in streets be adopted.

PASSED, APPROVED, AND ADOPTED this 19th day of March 2020.

________________________________________
Thomas L. Richardson, Mayor

ATTEST:

________________________________________
Jean Ludwig, City Clerk
City of Keokuk
Standards and Specifications
Protocol for Emergency Utility Repair in Street

1. Call in locates.
2. Notify City at 319-795-7384. Give time of repair start. If no answer, leave message but do not proceed with backfill without confirmation of receipt of message.
3. Saw cut area to be removed.
4. Haul removed pavement and excavated material off site.
5. Make repair.
6. Contact City with estimate of time to start back fill (30 minutes minimum notice).
7. Remove all mud and loose material from excavation.
8. Backfill using clean, 1 inch stone, to 12 inches above pipe. Take special care to make sure rock is hand compacted under pipe and around pipe. From 12 inches above pipe to 12 inches below street surface, place and compact (with backhoe mounted compactor) clean, 1 inch stone in 12 inch lifts. A plate compactor may be used with clean, 1 inch stone in 24 inch lifts.
9. From 12 inches below street surface to the street surface, place and compact as before with CM-6 rock to create a temporary driving surface.
10. Revisit patch every 3 days to check for settlement. Add CM-6 rock if needed.
11. Within 30 days of initial backfill install final surface.

Final Surface Protocol

If surrounding street is asphalt or seal coated:

1. Saw full depth and remove surface material 8 inches deep and a minimum of 2 feet wider on all sides of patch.
2. Install like material at an equal depth as surrounding roadway.
   • The use of concrete on asphalt/seal coat surfaced roads to fill excavation patches is allowed when the availability of hot mix asphalt or the use of temporary cold patch is economically unfeasible.
   • At the City's sole discretion, it may require like material in asphalt surfaced roads when the use of non-like material would diminish the condition of the surrounding roadway.
   • If alternate material is allowed, install Iowa DOT concrete mix M-4 all with Class 3 stone a minimum of 8 inches thick. Texture with a "broom finish ". Apply a curing agent. Use Iowa DOT hot weather or cold weather best practices if weather requires it.

If surrounding street is concrete:

1. Saw full depth. Location of sawing will be in accordance with SUDAS standards. (See attached)
2. Excavate to match thickness of existing concrete.
3. Dowel to existing pavement in accordance with SUDAS standards relating to size, placement, and application of epoxy. (See Attached)
4. Install Iowa DOT concrete mix M-4 all with Class 3 stone a minimum of 8 inches thick. Texture with a "broom finish". Apply a curing agent. Use Iowa DOT hot weather or cold weather best practices if weather requires it.

Contractor is responsible for barricades and traffic control at all times.

Utility shall guarantee all work for a term of twelve (12) months from date of final inspection by the City. If patch fails within the specified time frame, the utility shall make a full depth excavation of the patch and repair based up the revised standards.
GUTTERLINE JOINTING

ONE PANEL WIDTH PATCH
WITH OPPOSING JOINT

OUTSIDE PANEL PATCH
WITH OPPOSING JOINT

CENTER PANEL PATCH
WITH OPPOSING JOINTS

THIRD POINT JOINTING

ONE PANEL WIDTH PATCH
NO OPPOSING JOINT

OUTSIDE PANEL PATCH
NO OPPOSING JOINT

CENTER PANEL PATCH
NO OPPOSING JOINT

FULL ROADWAY WIDTH PATCH

FULL ROADWAY WIDTH PATCH

ADJACENT PANELS PATCH

1. Patches on roadways with quarter point jointing will be similar to third point jointing details.
2. Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.
3. If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
GUTTERLINE JOINTING

ONE PANEL WIDTH PATCH WITH OPPOSING JOINT

-existing pavement.

THIRD POINT JOINTING

1

OUTSIDE PANEL PATCH WITH OPPOSING JOINT

-center panel patch

ONE PANEL WIDTH PATCH NO OPPOSING JOINT

-center panel patch

FULL ROADWAY WIDTH PATCH

-center panel patch

LONGITUDINAL SECTION THRU PCC PATCH

EXISTING JOINT

EXISTING JOINT

EXISTING JOINT

EXISTING JOINT

exsting pavement.

Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.

If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.

Dowel or Tie Bars

T/2

T+2" (typ.)

Patches on roadways with quarter point jointing will be similar to third point jointing details.

Patches on roadways with quarter point jointing will be similar to third point jointing details.

minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.

If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.

SUDAS Standard Specifications

FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG
**Joint Table**

<table>
<thead>
<tr>
<th>TB Gage</th>
<th>#1-1</th>
<th>#5-6</th>
<th>#10-6</th>
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**Legend**

- Joint line
- Concrete
- Joint sealant material
- Saw cut
- Bar placement

**Details**

**Detail A**
- Joint line
- Concrete
- Joint sealant material
- Saw cut

**Detail B**
- Joint line
- Concrete
- Joint sealant material
- Saw cut

**Section A-A**
- Joint line
- Concrete
- Joint sealant material
- Saw cut

**Section B-B**
- Joint line
- Concrete
- Joint sealant material
- Saw cut

**Section C-C**
- Joint line
- Concrete
- Joint sealant material
- Saw cut

**Section D-D**
- Joint line
- Concrete
- Joint sealant material
- Saw cut

**Figure 7001.101 Sheet 2 of 8**

**Notes**

- Saw cut may be done by approved equipment or conventional sawing equipment.
- Saw cut to a depth of 1/4" at center of joint.
- Saw cut at a depth of 1/16" around crack.
## Contraction Joints

**Reinforcement**

- #.5.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Spacing**

- #.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Joint Bars**

- 12 Centers
- 6 Bars @ 12 Centers
- # Bars @ 12 Centers
- # Bars @ 12 Centers

**Splice Connectors**

- See Detail E

---

## Contral Contraction Joints

**Reinforcement**

- #.5.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Spacing**

- #.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Joint Bars**

- 12 Centers
- 6 Bars @ 12 Centers
- # Bars @ 12 Centers
- # Bars @ 12 Centers

**Splice Connectors**

- See Detail E

---

## Keyway Joints

**Reinforcement**

- #.5.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Spacing**

- #.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Joint Bars**

- 12 Centers
- 6 Bars @ 12 Centers
- # Bars @ 12 Centers
- # Bars @ 12 Centers

**Splice Connectors**

- See Detail E

---

## Keyway Joints

**Reinforcement**

- #.5.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Spacing**

- #.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Joint Bars**

- 12 Centers
- 6 Bars @ 12 Centers
- # Bars @ 12 Centers
- # Bars @ 12 Centers

**Splice Connectors**

- See Detail E

---

## Keyway Joints

**Reinforcement**

- #.5.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Spacing**

- #.5 Long at 15 centers
- #.5 Long at 30 centers
- #.5 Long at 60 centers
- #.5 Long at 90 centers
- #.5 Long at 120 centers

**Joint Bars**

- 12 Centers
- 6 Bars @ 12 Centers
- # Bars @ 12 Centers
- # Bars @ 12 Centers

**Splice Connectors**

- See Detail E
Attached is the new collective bargaining agreement with IAFF Local 568. Financial changes are:

Salary increases of 3%, 2.5%, 2.5%, 2.5%.
Adding Christmas Eve as a holiday. This is in line with all other agreements.
An additional personal day in lieu of a birthday holiday. This is in line with all others agreements.

There are several language changes and clean ups included as well.

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:

<table>
<thead>
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<th>Action</th>
<th>Date</th>
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<tbody>
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Recommendation:

Staff recommends approval.

Required Action

ORDINANCE □ RESOLUTION ✓ MOTION □ NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ___________________ SECONDED BY: ___________________
TO __________________________________________________________
______________________________________________________________

CITY COUNCIL VOTES

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RESOLUTION NO. ___________

RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENTS WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 568

WHEREAS, the collective bargaining agreement between the City of Keokuk, Iowa and International Association of Fire Fighters (IAFF) Local 568 is set to expire June 30, 2020; and

WHEREAS, the IAFF Local 238 and the City of Keokuk, Iowa have negotiated in good faith; and

WHEREAS, an agreement has been reached between IAFF Local 568 and the City of Keokuk, Iowa to renew the collective bargaining agreement.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: approves the collective bargaining agreement between the City of Keokuk, Iowa and International Association of Fire Fighters Local 568, commencing on July 1, 2020 and terminating on June 30, 2024.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator are hereby authorized to execute said contracts on behalf of the City of Keokuk, Iowa.

PASSED, APPROVED, AND ADOPTED this 19th day of March, 2020.

__________________________
Mayor Thomas L. Richardson

ATTEST:

__________________________
Jean Ludwig, City Clerk
Fire Contract

International Association of Fire Fighters

Local 568

2020-2024
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ARTICLES OF AGREEMENT

Recognition

The City hereby recognizes the said Union as the sole and exclusive representative of all firefighters and lieutenants of the Fire Department for the purposes of bargaining with respect to wages, hours of work and working conditions and all matters related thereto.

ARTICLE 1

Definition of Year

Section 1

Definition of year - When “year” is used in this contract it shall mean the period from July 1 to the next succeeding June 30.

Section 2

Duration of Agreement

This Agreement shall be effective as of the 1st day of July 2016, and shall remain in full force and effect until the 30th day of June 2020.

ARTICLE 2

Discrimination

Section 1

The Employer agrees not to discriminate against any employee for his activity in behalf of, or membership in, the Union.

Section 2

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, or political affiliation.

Section 3

In the event, a handicapped individual is employed by the City of Keokuk under this Agreement, the City of Keokuk shall not be required to promote or transfer such handicapped person to another job or occupation, unless prior to such transfer, such handicapped person, by training or experience is qualified for such job or occupation and no such person shall be given, by virtue of the Agreement, any rights in addition to
those provided by Chapter 601 A of the 1986 Code of Iowa. This provision is intended by the parties to comply with S601A.14 of the 1981 Code of Iowa.

The remaining terms of this agreement notwithstanding, nothing contained in this agreement, including sections (those provisions relating to seniority, bidding and possibly layoffs), shall in any way limit the Employer’s ability to take all reasonable necessary steps to accommodate disabled individuals and comply with the Americans with Disabilities Act.

Section 4

In the construction of this Agreement, whenever the words man, men, him or he appear, either as words or parts of words, they have been used for literary purposes and not meant in their generic sense, but are intended to include all humankind, both male and female sexes.

ARTICLE 3
Union Business

Two union members shall be granted one day off per year without pay to perform their union functions, including attendance at conventions, conferences and seminars utilizing accrued paid time off. The members of the negotiating team of the Union, if working a scheduled shift, shall be allowed to attend negotiating sessions with pay at times which shall be mutually set by the Employer and the Union. If a member of the negotiating team is not working a scheduled shift during negotiating sessions, the union member shall not be paid for attendance. Furthermore, the City of Keokuk agrees to provide the Union with a bulletin board, at a convenient place at the Fire Station, for the sole purpose and use of the Union to announce its business and activities to its membership.

ARTICLE 4
Hours

Section 1

The standard work period of each employee shall be established on a 27 day cycle. The Employer agrees to pay for each hour actually worked or portion thereof, one and one-half (1 ½) times the employee’s base of each said hour in excess of 204 hours, upon the formula provided in Article 9, in a 27 day cycle. An employee shall work an average of 56 hours a week through the year.
Section 2

The present duty tour shall normally consist of 24 consecutive hours on duty, followed by 48 hours off duty. The shift shall commence at 7:00 a.m. and shall continue to 7:00 a.m., the following day. Each employee understands that due to emergency conditions, sickness or other unforeseen circumstances, the tour of duty and scheduling of duty may, from time to time, need to be changed or amended.

Section 3

The Chief of the Fire Department or Assistant Chiefs may grant the request of any two (2) members of the Fire Department to exchange hours of days off provided:

A. it is voluntary,
B. it is at the employee’s request and not the Employer’s,
C. it is not because of Employer’s business operations, but because of the employee’s desire or need to attend to personal matters,
D. such substitution does not impose any additional cost on the Employer, and
E. It is understood the employee’s first responsibility is to his position with the Employer.
# ARTICLE 5

## Rate of Pay

### Section 1

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**LIEUTENANT**

**FIREFIGHTER 1st CLASS**

**FIREFIGHTER 2nd CLASS**

**FIREFIGHTER 3rd CLASS**
Section 2

The basic hourly rate of each employee shall be based upon 2922 hours a year, as shown above. The basic hourly rate of each employee for overtime shall be based upon 2190 hours a year.

Section 3

All salary and other monetary increases negotiated shall take effect, as intended by the above mentioned act (on the first day of the employer’s succeeding budget year).

Section 4

Employees will be paid every two (2) weeks and continuing every other Friday thereafter. Each period shall end one (1) week prior to the day on which paychecks are issued.

Section 5

The shift working on Thursday, prior to payday, will be given their check before going off duty on Friday. All others will receive their check on Friday morning, no later than 8:30 a.m.

Section 6

Twenty Four (24) hours of required continuing HAZMAT education must be completed annually. The Lee County HAZMAT Task Force or the Chief of the Department shall set all continuing education requirements. Any member shall be at a minimum Firefighter 1st Class.

ARTICLE 6
Group Life & Health Insurance

There shall be in effect during the term of this Agreement, a Group Life and Health Insurance Coverage provided by the Employer on participating regular employees and their dependents.

Section 1
The Employer agrees to contribute one hundred (100) percent for employee premium costs (Single Policy). The Employer agrees to contribute ninety (90) percent for employee dependent premium costs (Family Policy). The balance of any premium costs for insurance on dependents shall be paid by the employee.

Section 2

The Employer agrees to contribute ninety (90%) percent premium costs for employee single and family coverage life insurance which coverage shall be $40,000.

Section 3

In the event of a Line–of–duty death, any member covered by this agreement, the employer shall pay the employer’s portion of health costs for six months to the spouse and any dependents of the member. The rates for this extended insurance shall be the rates in this article.

ARTICLE 7
Supplemental Pay

Section 1 Longevity Pay
The City agrees to pay as indicated below, by adding the indicated sums to an employee’s hourly wage under Article 5:

<table>
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<th>Years of Service</th>
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<th>Hourly</th>
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<td>After five (5) years</td>
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<tr>
<td>After ten (10) years</td>
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<td>After fifteen (15) years</td>
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<td>After twenty-five (25) years</td>
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One thousand four hundred forty (1440.00) dollars (.49 an hour) shall be the maximum longevity pay. Longevity pay shall be determined upon the anniversary requiring an adjustment of longevity pay during any fiscal year, shall be paid at the highest applicable rate for the entire fiscal year.

Section 2 Certification Pay

Hazmat Technician Certification | .172
ARTICLE 8
Overtime Pay

Section 1

Adjustments to pay under this Article shall be made on the first payday more than seven (7) days after the end of a work cycle.

Section 2

For all hours an employee works in excess of 204, but not over 216 in a work cycle, an employee shall receive as additional pay, an amount equal to one-half (1/2) hourly base, plus one-half (1/2) hourly longevity. For all hours over 216 worked by an employee in a work cycle, the employee shall receive an amount equal to one-half (½) times overtime hourly base, plus one-half (½) times hourly longevity.

Employee trades will not qualify for extra compensation as stated in “Article 4 section 3 subsection D” and such substitution shall not impose any additional cost on the Employer.

Section 3

Should non-emergency overtime arise and an individual does not wish to work overtime, then he shall have the right to refuse said overtime. When the list of overtime is exhausted, at that point it becomes an emergency situation, and overtime shall be a mandatory requirement. All non-emergency overtime shall be paid on an hour for hour basis at the contractual overtime rate, but shall not be guaranteed a minimum of four (4) hours work.

Section 4

Any Fire Fighter called in to work for emergency purposes shall receive a minimum of four (4) hours pay, at their contractual overtime rate. For purposes of this provision, a Fire Fighter working beyond shift change, shall also receive pay as adjusted in this section, but shall not be guaranteed a minimum of four (4) hours work.
Section 5

Change to read: No employee, under this Article, or any other provision of this Agreement, may claim or be paid overtime, more than once for the same hour worked. An employee will receive contractual overtime pay when called in for emergency purposes, while on paid time off, which for purposes of this section shall be defined as approved vacation, personal days, and compensatory time.

Section 6:

Employees may accumulate up to 50 hours in a fiscal year as compensatory time pay in lieu of overtime worked. Any compensatory time not used shall not be carried over, but shall be paid out in the second pay period of June of each fiscal year. Compensatory time may be scheduled in the same manner as a vacation day. It may be scheduled as a 24 hour period, with at least 72 hours’ notice, or in shorter increments as little as one hour provided minimum staffing is met and with advance approval of the shift commander. All other paid time off shall be given preference.

ARTICLE 9
Call Back Pay

Section 1

All employees covered by the terms of this Agreement who are called back to work from off duty, shall be paid a minimum (4) hours of work at their contractual overtime rate, or for their actual hours worked during the call-back at their contractual overtime rate, whichever is greater.

Section 2

The provisions of Section 1 hereof notwithstanding, any member of the Fire Department may be held over at shift change, and at shift change, any member of the Department may be called into the Fire Station for the purpose of attending meetings. Attendance at such meetings shall be paid for the additional time spent in such meeting, at their contractual overtime rate for a minimum of one (1) hour, provided however, the provision of this Section shall not be used for more than four (4) meetings in a contract year. No meeting held under this Section, shall be held on less than seventy–two (72) hour notice, and no member of the Department on vacation or
using a personal day, shall be required to attend such meeting.

ARTICLE 10
Uniform & Clothing

Section 1

Each Fire Fighter shall wear a uniform as may be prescribed by the regulations of the department.

Section 2

The City shall also provide, at no cost to the employee, the following protective firefighting gear: helmet, turnout coat, boots, gloves, nightpants, bunker boots, and flashlights with ample supplies of bulbs and batteries available to the employee. In addition, all new or replaced material shall be consistent with the Iowa Bureau of Labor Standards.

Section 3

The City shall reimburse the members for the actual cost of any article of clothing or other item of personal property, lost, damaged, or stolen in the line of duty, except in cases where the loss, damage, or theft of property is due to the negligence of the employee for a maximum amount of $250 per incidence. The Chief shall provide a claim form for the filing of a lost, damaged, or stolen property claim, and the employee shall file said claim within twenty-four (24) hours of the occurrence, and submit the same to the Chief for approval. The claim shall then be paid, when approved by the Fire Chief.

Section 4

Change to read: The City shall provide each newly employed Fire Fighter two (2) pair of pants, two t-shirts, one (1) short sleeve Class B shirt, one (1) long sleeve Class B shirt, one (1) pair of shoes, one (1) department pullover sweatshirt, one (1) jacket, a nameplate, and a badge. No other provisions are made for clothing allowance except as provided elsewhere in Article 11. Firefighters are responsible for replacing items damaged outside the line of duty or through age/ordinary wear and tear out of the $450 rolled into their base wage in prior contracts.

ARTICLE 11
Travel & Expense Policy

Each employee covered by this Agreement, shall receive compensation for the use of a personal vehicle, based upon the most recent mileage resolution passed by the City
Council of the City of Keokuk. However, in all such cases, for compensation to be allowed, the Fire Chief or designee must pre-approve the use of personal vehicles.

ARTICLE 12
Fire Fighters Pension & Retirement Plan

The Employer and the Union shall adhere to all laws governing the State of Iowa laws, covering the pension and retirement plans of the Fire Fighters.

ARTICLE 13
Duties

The Employer may assign Fire Fighters to tasks involving the maintenance of Fire Department apparatus and equipment, at the discretion of the Chief and Assistant Chiefs. Employees may be required to perform routine work, in connection with maintaining the buildings in which they are stationed, and the grounds on which such building is located. For the purpose of this Section, such work shall not include mechanical or metalwork, electrical work, plumbing, painting, masonry, or carpentry work, in connection with new construction, major remodeling, and major repairs. It is intended, that this Section, will be interpreted to continue present practices.

The following are typical examples of work routinely done. The list is not necessarily all inclusive.

DUTIES WHICH ARE CUSTOMARILY DONE BY FIRE FIGHTERS UNDER ORDER: Paint equipment, paint couplings, paint running boards, varnish ladders, varnish pike poles and ax handles, wash walls, scrub and wash floors, change lights, clean sinks, clean kitchen, mow grass, shovel snow, plunge plugged drains, grease and oil overhead doors, keep yard clean, wash windows, wash rigs, clean toilets, clean stove, clean refrigerator, wash hoses, wash tarps, general housecleaning, repair and replace couplings and refinish all tools and general laundry duties.

ARTICLE 14
Joint Occupational Safety & Health Committee

It is the desire of the Employer and the Union to maintain the highest standards of health and safety in the Fire Department, in order to eliminate as much as reasonably practicable, accidents, death, injuries, and illness in the fire service.
The Employer and the Union shall each appoint three (3) members to the Joint Occupational Safety & Health Committee. The Committee shall meet at such times, as its members, the Union, or employer shall request, but in no case less than once during each contract year. Committee members shall be granted time off, with pay, when meeting with management for the purposes of this Article.

The Committee shall, upon its own motion, or at the request of the Employer or the Union, inspect the Fire Department facilities to detect hazardous physical conditions or procedures relating to health and safety. It may recommend changes in the facilities, the use or addition of protective equipment, protective apparel, or other devices for the elimination of health or safety hazards, including procedures related to training.

Nothing in the Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions within or relating to the Fire Department.

Records of all accidents, injuries, or illness shall be maintained by the Fire Department and shall be available to the Committee or any of its members upon request. These reports shall include all reports required by the State of Iowa, under Occupational Safety and Health Act of 1970, as amended. The Union shall designate one (1) of its members of the Occupational Safety and Health Committee as the Union’s representative to accompany any inspection, or to participate in any investigation conducted by either, the State of Iowa or the United States, under either aforementioned provision of law.

Nothing in this Article shall be deemed to waive or restrict the rights and obligations of either, the Employer or the Union or any individual, under either of the aforementioned provisions of law, and nothing herein, shall be deemed a waiver of the right of the Employer to conduct independent investigations or inspections, as required or allowed by law.

ARTICLE 15
Classification of Fire Fighters

A Fire Fighter 1st Class shall be a Fire Fighter who has obtained Fire Fighter 1 certification and completed a minimum of two (2) years of service as Fire Fighter, at the commencement of the fiscal year.

A Fire Fighter 2nd Class shall be a Fire Fighter who has completed probation and has not yet qualified as a Fire Fighter 1st Class
A Fire Fighter 3rd Class is a probationary Fire Fighter. Probation shall extend for the first twelve (12) consecutive months of continuous service. During probation, a Fire Fighter may be removed or discharged from such position without cause or the right to a grievance.

All Fire Fighters shall be C.P.R. certified and remain certified throughout the fiscal year, the exception being, a probationary Fire Fighter who must complete C.P.R. certification within the first six (6) month period of their employment. **All Fire Fighters shall have on file with the Fire Chief, a statement from the Employee’s Physician, that as of the employee’s last physical, the firefighter is fit for duty.**

In order to qualify as a Fire Fighter 1 or 2, all Fire Fighters must have completed no less than sixteen (16) hours of specified training program in fire related courses, at a college or university, or some other recognized program conducted by either state authorities, or some other source recognized by the Chief. A Fire Fighter must be qualified to operate equipment as a driver with the appropriate operator’s license for said equipment.

**ARTICLE 16**
Working Out of Classification

Any 1st Class Fire Fighter, on any shift, required to accept and carry out the duties and responsibilities of an Officer on a shift, shall receive as additional compensation, the amount of $1.06 per hour worked, calculated to the nearest hour. Any Lieutenant on any shift required to accept and carry out the duties and responsibilities of an Assistant Chief on a shift shall receive as additional compensation the amount of $1.30 per hour worked.

**ARTICLE 17**
Chauffeur’s License

The City shall pay for the chauffeur’s license for any Fire Fighter required to have such a license.

**ARTICLE 18**
Education & Training

The Union and Employer agree the proper maintenance and efficiency of the Fire Department requires continued programs of training and education. To effectuate such goals, the parties establish the following:
Section 1

The Chief of the Department may require training sessions for members of the Department, at any time, a Fire Fighter is on duty, and such on-duty Fire Fighter shall not receive any additional compensation for attending such sessions.

Section 2

The Chief of the Department may require off-duty Fire Fighters to attend (not more than three (3) days in any calendar month, with at least fifteen (15) days notice) training or education sessions within the boundaries of the City of Keokuk. Such off-duty Fire Fighters shall receive contractual overtime pay, under the provisions of this contract, for attending such sessions, for each hour of attendance.

Section 3

The Chief may require any Fire Fighter (not more than fifteen (15) days in any contract year, and upon at least thirty (30) days’ notice) to attend education or training sessions outside the City of Keokuk, and for which, the employee shall receive compensation for meals and mileage, as incurred, and all other costs of such training. In addition, the employee will be paid his or her regular pay for each scheduled workday, in which he or she attends such training, and for attendance on non-scheduled workdays, he or she shall receive his or her regular hourly pay, as computed under Article 5, for all actual class or training time, up to forty (40) hours. If an employee is out of town for training and misses the employee’s regularly scheduled work, the employee’s paid hours shall not be more than the greater of his hours actually worked and the hours he would otherwise have worked during the same period.

Section 4

The City will pay up to the maximum hours required for a firefighter’s EMS certification at the contractual overtime rate. All training must be pre-approved by the Fire Chief to qualify under this section.

Section 5

The City shall provide each employee covered by this Agreement, a single membership in the Hoerner Y Civic Center or other fitness center approved by the Fire Chief (up to the costs of a single annual membership to the Hoerner Y). The City shall provide said membership commencing January 1, 2003, for all current employees or at the time of hire for new employees. It is understood that the member will utilize the
facility of his/her choice for a minimum of twenty-four (24) times each year. If for any reason the facility is not utilized this minimum number of times, it is understood the member is on probation and that the City will not be responsible for paying membership fees for the following year. If the member chooses to utilize either facility following the determination of a probation status, one year must lapse before becoming eligible for this benefit again. The member who wishes to reinstate his/her former position must provide proof of paid membership and proof of minimum usage to be reimbursed for that second year of probation.

ARTICLE 19
Seniority

All hiring, promotion, transfers other personnel actions shall be as required or permitted by Chapter 400, Iowa Code.

ARTICLE 20
Personnel Reductions

In the case of personnel reduction, the employees with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work provided a job opening occurs within two years after the lay off.

ARTICLE 21
Vacations

Section 1
An employee shall accumulate vacation time at the rate of 2.77 hours per pay period worked from the date of hire. An employee shall have his rate of accumulation adjusted upon the employee’s anniversary date as shown below:

After the first anniversary of employment, 5.54 hours per pay period.

After the fourth anniversary of employment, 8.31 hours per pay period.

After the tenth anniversary of employment, 11.08 hours per pay period.

After the seventeenth anniversary of employment, 13.85 hours per pay period.

After the twenty-fifth anniversary of employment, 16.62 hours per pay period.
Section 2

Vacations need not be taken in one (1) week (three (3) consecutive working shifts) increments, but may, if scheduled under Article 23, be taken in one (1) day working shift increments.

Section 3

An employee who is separated from service by resignation, death, retirement, discharge, or otherwise shall be compensated for all unused vacation time.

Section 4

When an employee shall take a vacation, the days taken shall be subtracted from the employee’s accumulated vacation time under Section 1 of this Article. No employee may accumulate vacation time in excess of thirty-nine (39) times, the vacation earned by said employee, during any single pay period.

ARTICLE 22
Scheduling of Vacations

Section 1

Only one (1) person from each shift shall be on vacation at any given time.

Section 2

The vacation schedule shall run from January 1 to December 31 of each year.

Section 3

Selection of vacation shall commence on November 15th of the year, immediately proceeding the vacation year established by the next preceding paragraph. Selection shall start with the senior Fire Fighter on each shift, who shall have two (2) working days to make a selection; after selection, each additional Fire Fighter on each shift shall, in order of seniority, have two (2) working days to select a vacation. Any Fire Fighter who has not selected a vacation within the allotted time, forfeits the right to select until, the least senior Fire Fighter has selected (or has not selected within two (2) days) whereupon, all Fire Fighters who have not made a selection shall, starting with the most senior, repeat this process, each having in turn two (2) working days in which to make a selection. Any Fire Fighter may, with the approval of the Fire Chief, change vacation period, if such a change is otherwise consistent with this Article, and is not
contrary to any other provisions of this contract and rules and regulations of the Fire Department.

Section 4

In scheduling a vacation, a Fire Fighter may schedule his vacation for a total amount of vacation, which will have been accumulated by the day of the proposed vacation, without regard to the Fire Fighter’s total accumulated vacation at the time of scheduling.

Section 5

Fire Fighters who have unscheduled vacation time, shall schedule their vacations at least seventy-two (72) hours prior to taking thereof. Provisions of this Section may be waived by the Chief or acting Chief.

Article 23

Sick Leave

Section 1

Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay. On-duty injury or disability shall not be charged to the accumulative sick leave of an employee. A sick day is a twenty-four (24) hour working day. The Chief of the Fire Department shall have the right to request a doctor’s statement in support of such sick leave at the City’s expense.

Section 2

Employees shall accumulate sick leave at the rate of 11.1 hours per pay period of service, from the first day of employment and continue to do so, until they have accumulated a maximum of three thousand four hundred eight (3408).

Section 3

Employees must promptly notify the shift commander on duty of their inability to work their scheduled work period.

Section 4
All employees, except new employees, shall earn sick leave at a rate of 11.1 hours per pay period. New employees shall be advanced one hundred forty-four (144) hours sick leave upon employment, but shall not earn or accumulate additional sick leave, until they have been employed six (6) months, whereupon they shall earn and accumulate sick leave as other employees.

Section 5

All employees of the Fire Department shall be entitled to one hundred percent (100%) of unused sick leave as severance pay, with a maximum of nine hundred (900) hours, upon retirement, disability retirement, or death, if employed. This conversion shall be paid to the employee or his beneficiaries, and shall be computed at his final rate of pay. A form naming the employee’s beneficiaries shall be provided by and submitted to the City. The employee shall be entitled to one hundred percent (100%) of unused sick leave to be paid to beneficiaries if death occurs while employee is on duty or is caused by work related activities.

An employee may, upon regular retirement or disability retirement, elect to use his/her accumulated sick leave up to a maximum of nine hundred (900) hours to purchase health insurance from the City. If election is made to use accumulated sick leave to purchase health insurance, the value of the sick leave will be calculated by dividing the employee’s average compensation by the number of hours worked in a year (2,922) to calculate an hourly rate, then multiplying the hourly rate by the number of hours accrued to the employees’ credit. This amount would be placed in an employee escrow account to be diminished each month by the amount of the insurance payment, and shall not accrue any interest on the escrow account. The option selected must be exercised immediately at the time of retirement without option for change afterward.

Section 6

If a civil service employee of the Keokuk Fire Department takes a vested retirement, the employee shall be entitled to a maximum of four hundred fifty (450) hours pay or twenty-five percent (25%) of the unused sick leave as severance pay, up to a maximum of four hundred fifty (450) hours.

Section 7

All employees of the Fire Department shall be entitled to convert three (3) days of accumulated sick leave for one (1) day of vacation (seventy-two (72) hours accumulated sick leave is equal to twenty-four (24) hours of vacation). The employee shall not exceed one (1) day of additional vacation in any fiscal year under this
conversion policy. Employees will not be allowed to use the day as additional vacation, but will be reimbursed at their normal hourly rate plus longevity. All employees of the Fire Department are eligible for conversion, if the employee, at all times, maintains a minimum of three thousand (3000) hours of accumulated sick leave or has used two (2) or less sick leave days in the fiscal year.

ARTICLE 24
Time Off for Bereavement

Section 1

Employees will be allowed two (2) work days off with pay, as bereavement leave, in case of death in their immediate family, unless the death occurs on a scheduled work day, in which case, the employee shall be allowed three (3) work days off with pay. The immediate family shall include spouse, father, mother, son, daughter, sister, brother, grandparents and grandchildren of the employee and the employee’s spouse. All employees shall be allowed two (2) days off work for the death of any steprelative. Steprelative shall include stepfather, stepmother, stepdaughter, stepson, stepbrother or stepsister.

Section 2

Employees will be allowed without loss of pay, two (2) hours off work to attend a funeral of another employee working under this Agreement. In addition, the employees who serve as pallbearers shall be allowed without loss of pay, four (4) hours off duty to so act. Provided, however, no employee shall serve as a pallbearer or attend the funeral of another employee working under this Agreement, if the absence of such employee would reduce the Department to less than five (5) Fire Fighters on the employee’s shift, provided however, an employee may provide a substitute Fire Fighter at no expense to the City, to serve while said employee acts as a pallbearer, or attends said funeral, provided, however, that an Officer shall only be replaced for such purposes by another officer.

ARTICLE 25
Personal Leave

Section 1

Each employee will be granted three (3) personal leave days per year. This shall be in addition to any other contracted days off or holidays, and may be taken by the
employee with the Chief’s approval, at any time. No probationary employee shall be allowed any personal leave days. In addition, each employee shall receive a personal leave day for the employee’s birthday to used during the calendar year of the birthday.

Section 2

Each employee shall give at least twenty-four (24) hours notice to the Chief or acting Chief, before taking a personal leave day (this requirement may be waived by the Chief or acting chief).

Section 3

This Article shall not be construed as forbidding the recall of a Fire Fighter in the City, during a fire emergency, requiring the maximum available complement of Fire Fighters.

ARTICLE 26
Holidays

Section 1

The following holidays are those which shall be recognized and observed:

New Year’s Day (January 1) Labor Day (1st Monday of September)
Good Friday (Friday before Easter) Veteran’s Day (November 11th)
President’s Day (3rd Monday of February) Thanksgiving Day (Last Thursday of November)
Memorial Day (Last Monday of May) Day after Thanksgiving
Fourth of July (July 4) Christmas Day (December 25)
Christmas Eve

Section 2

Each employee covered by this Agreement shall be paid as holiday incentive pay, the sum indicated below, on or before the 30th day of June each year.

<table>
<thead>
<tr>
<th>Employee Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lieutenant</td>
<td>$1008.00</td>
</tr>
<tr>
<td>Fire Fighter 1st Class</td>
<td>$955.00</td>
</tr>
<tr>
<td>Fire Fighter 2nd Class</td>
<td>$955.00</td>
</tr>
<tr>
<td>Fire Fighter 3rd Class - 1st (6) months</td>
<td>$955.00</td>
</tr>
<tr>
<td>Fire Fighter 3rd Class - 2nd (6) months</td>
<td>$955.00</td>
</tr>
</tbody>
</table>
A Third Class Fire Fighters holiday incentive pay will be prorated by the number of actual holiday’s that fall within the time of employment during the Fiscal year in which they are hired.

Section 3

Any employee who actually works on a legal holiday of the City of Keokuk, shall receive in addition to the hours at the basic rate of pay as defined in Article 5, an additional one half (1/2) hour of pay at basic overtime hourly rate for each hour worked on said holiday.

Section 4

Any employee who is separated from service by resignation, death, vested retirement, discharge or otherwise, shall be compensated for all holidays which have passed, from the start of the fiscal year, to the date of separation, at the basic rate of pay, at the time of separation.

ARTICLE 27

Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials, and general working conditions, shall be maintained, at not less than, the highest standards in effect at the time of the signing of this Agreement, subject to such rules and regulations as be adopted by the Chief and City Council not in conflict with any provisions of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 28

Grievance Procedure

Section 1 - Definitions

A. Grievance. A “Grievance” shall mean a claim by an employee, or a group of employees which alleges a violation of any of the provisions of this Agreement, or any recognized and established practice in effect between the Employer and the Union.

B. Grievant. A “Grievant” shall mean an employee or a group of employees filing a grievance.
C. Representation. A grievant may represent himself or may be represented at any step of the grievance procedure, by any other representative of the grievant’s choice.

Section 2

It is agreed that the City of Keokuk shall provide the opportunity for individual employees to discuss with the administration, any grievance concerning the interpretation and application of the provisions of this Agreement, in order to find mutually satisfactory solutions, as rapidly as possible, so as to insure efficiency and promote moral. The Union shall designate a grievance committee. The Employer shall serve all correspondence and notices to the Grievance Committee, in care of, Grievance Committee, 111 South Thirteenth Street, Keokuk, Lee County, Iowa.

Step 1
A grievant may file with the employer, a written and signed petition stating the nature of the grievance. No action or matter shall be considered the subject of a grievance, unless a written petition is made within seven (7) calendar days of its occurrence, and any untimely grievance shall be waived.

Step 2
The grievant, in the event they wish to pursue the grievance, shall file the grievance with the Grievant’s Assistant Chief or, in his absence, another Assistant Chief so designated by the Fire Chief, within seven (7) calendar days of the filing of the grievance with the Grievance Committee.

Step 3
If, within seven (7) calendar days from the submittal of the grievance to the Assistant Chief, there has been no settlement, the grievance shall then be submitted to the Fire Chief, and in the event that the Fire Chief is unable to settle the grievance within seven (7) additional calendar days, it shall be submitted to the City Administrator, and the City Administrator shall have an additional seven (7) calendar days to resolve the matter.

Step 4
If the grievance is not settled within Step 3, it may be appealed to arbitration by the grievant, by written notice of the request for arbitration, submitted to the City Administrator and to PERB within fourteen (14) calendar days, after the City Administrator’s written decision. Failure to request arbitration within this timeframe shall waive the grievance.

Step 5 The City and the union will submit to PERB-sponsored mediation with a PERB-appointed mediator before proceeding to grievance arbitration, and will jointly communicate with PERB to make said request.
ARTICLE 29
Savings Clause

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action, or by reason of any existing, or subsequently enacted legislation, the remaining part or portion of this Agreement, shall remain in full force and effect.

ARTICLE 30
Minimum Crew Size

The City of Keokuk will retain a minimum of five (5) personnel on the shift at all times. The chief will not be counted as the fifth person.

ARTICLE 31
Funeral Benefit

The City will pay equal to three months’ gross salary as funeral expense benefit, if death occurs while employee is on duty and death occurs as a result of work–related activities.

Article 32
Negotiations

Negotiations for a succeeding Agreement to become effective starting July 1, 2020, shall begin after August 31, 2019, but not later than September 30, 2019

ARTICLE 33
Drug Testing

City shall conduct drug and alcohol testing, including random testing, pursuant to state and federal law.
IN WITNESS WHEREOF, the parties hereto have set their hands this ______ day of ________________, A.D., 2020.

Any supplement mutually agreed to thereafter shall become a part of this Agreement.

CITY OF KEOKUK

BY: ____________________
    Tom Richardson, Mayor

ATTEST:

____________________
Jean Ludwig, City Clerk

LOCAL #568, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS:

BY: ____________________
    President – Ed Love

ATTEST:

____________________
Treasurer-Greg Uhlmeyer
TO: Mayor and Council
FROM: Cole S. O’Donnell
DATE: March 17, 2020
RE: Committee Nominations

First Report on Nominations (no vote required):

AIRPORT ZONING COMMISSION
(5 YEAR TERM)
VACANCY Term to expire 05/20/25

CITY PLANNING COMMISSION
(5 YEAR TERM)
Larry Wallingford Term to expire 05/14/2025

Second Report on Nominations (no vote required):

BUILDING & HOUSING ADVISORY BOARD
(3 YEAR TERM)
Dave Dye Term to expire 09/19/2022

CIVIL SERVICE COMMISSION
(6 YEAR TERM)
Chad Campbell Term to expire 04/01/2026

Final Report on Nominations (vote required):

Grand Theater Commission
3 yr term
Stephanie Ewing Term to expire 11/05/2020
TO: Mayor and City Council

FROM: Cole S. O’Donnell

DATE: March 17, 2020

RE: Administrator’s Report

1. Airport Manager/FBO: Greg Gobble has announced his intentions to leave as Airport Manager and FBO. The Mayor and I have met with Greg and members of the Airport Commission to discuss interim management and options for permanent replacement.

2. Flood/FEMA Projects: Staff continues to work with FEMA to get multiple projects approved and reimbursements settled. We have run into some difficulties with some invoices not providing enough detail for FEMA. Staff will be meeting with the appropriate persons to get all figures in line.

3. Wage and Salary Policy: I will have a policy for discussion on the work session on April 2nd. There will some options on how to implement updates and how salaries for new or promoted employees will be determined. Options will also be presented concerning current wages and salaries.

4. Council Goals: These have not been forgotten, just delayed. Staff will be looking at the goals in the next month to determine action steps. Once that is complete we will review with Council at a work session.