

**AGENDA**  
**COUNCIL WORKSHOP**  
**April 2, 2020**  
**5:30 P.M.**

- (1) Wage & Salary Policy.
- (2) Utility Adjustment Policy.
- (3) Discuss Ambulance Service.
- (4) Review council meeting agenda.

**AGENDA**  
**CITY COUNCIL MEETING**  
**April 2, 2020**  
**500 N. 20<sup>th</sup> 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 19, 2020;
  - Sidewalk Display Permits for Keokuk Area Convention & Tourism Bureau, Gate City Seed Co., Eckland Motors, Cahill Pribyl Jewelry, Simply Home and Rascal's Pub & Grub;
  - Motion to pay bills and transfers listed in Register No.'s 5134-5136;
7. Consider resolution setting a public hearing for sale of city owned property at 827 Bank Street.
8. Consider resolution approving access control agreement with Roquette America regarding Twin Rivers Drive.
9. Consider resolution setting a public hearing to apply for a Community Development Block Grant funds for the Housing Sustainability Program through the Iowa Department of Economic Development.
10. Consider resolution approving lease purchase agreement for a vacuum truck.
11. Consider resolution approving collective bargaining agreement with Teamsters Local 238 Police Unit.
12. Boards & Commissions.
13. Staff Reports:
14. New Business:
15. Adjourn meeting.

**MEETING MINUTES**  
**COUNCIL WORKSHOP**  
**March 19, 2020**  
**5:30pm**

Present: Richardson, Altheide, Payne, Dade, Helenthal, Andrews, Greenwald, Bryant. O'Connor entered the meeting at 5:33 p.m.

Absent: Dunek

Staff Present: O'Donnell, Ludwig, Broomhall, R. Helenthal

- 1) U of I Students did not make it to the meeting due to travel restrictions related to Corona virus. Instead, O'Donnell handed out possible rebranding ideas for the city and city entities.
- 2) Community Development Broomhall discussed the possible sale of 827 Bank Street.
- 3) Broomhall discussed the possibility of the Iowa National Guard transferring an easement to the City of Keokuk for Armory Road and surrounding area.
- 4) Broomhall said she received notification from Ginny Henson and Dan Rittenhouse that they were no longer interested in obtaining and revitalizing the property at 629 Main. She also reported that engineers said 619 Main needed structural support if not being demolished. Broomhall asked Custom Brick and Stone to hold off on repairs to 625 Main until further notice. She will get bids for demolishing all three.
- 5) Councilman John Helenthal asked who maintains Main Street past Carbide Lane. He has been getting calls on the condition of the road. O'Donnell said the city does simple maintenance and the state would do major repairs. Public Works Director Robert Helenthal said letters have been sent regarding the failure of some roadway excavation repairs made within the last year. Councilman O'Connor asked if there was a plan for street repairs. He mentioned Lucas Avenue in particular.
- 6) Councilwoman Altheide has had citizens ask about repairs to the mall parking lot. Questions should be directed to the owner of the property.
- 7) Adjourned at 5:55 p.m.

**MINUTES**  
**CITY COUNCIL MEETING**  
**March 19, 2020**  
**500 N. 20<sup>th</sup> Street**  
**6:30 P.M.**

The City Council of the City of Keokuk met in regular session on March 19, 2020 at 500 N. 20<sup>th</sup> Street. Mayor Thomas L. Richardson called the meeting to order at 6:30 p.m. There were eight council members present, one absent. Mike O'Connor, Linda Altheide, Ron Payne, Devon Dade, John Helenthal, Steve Andrews, Michael Greenwald and Roger Bryant were present. Susan Dunek was absent. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Jean Ludwig, Community Development Director Pam Broomhall and Sewer Department Manager Robert Helenthal,

**MAYOR CORRESPONDENCE:** Gave statement on Corona virus, read thank you note regarding the streetlight on Hickory Terrace. Asked residents to fill out their census forms. Asked for support of local eating establishments through carryout, a list of participants is in the Daily Gate City. Reminder to be aware of scams related to the Corona virus.

Motion made by Bryant, second by O'Connor to approve the agenda, including the consent agenda. (8) AYES, (0) NAYS. Motion carried.

- Minutes of the Council Workshop & regular City Council meeting of March 5, 2020;
- Cash Receipts and Treasurer's Report for February 2020;
- **RESOLUTION NO. 54-20:** 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:**

**Tabled Item:** Resolution setting daily admission fee to the City of Keokuk, Iowa's Aquatic Center.

Motion made by Altheide, second by Greenwald to remove from table.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 55-20:** "A RESOLUTION SETTING DAILY ADMISSION FEE TO THE CITY OF KEOKUK, IOWA'S AQUATIC CENTER." (8) AYES, (0) NAYS. Motion carried.

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

Motion made by Helenthal, second by Payne to remove from table.

Motion made by Helenthal, second by O'Connor to approve the following proposed **RESOLUTION NO. 56-20**: "A RESOLUTION APPROVING ENGINEERING SERVICE AGREEMENT WITH KLINGER & ASSOCIATES FOR THE LEACHATE CONTROL PROJECT." (8) AYES, (0) NAYS. Motion carried.

**New Business:**

Mayor Richardson opened the public hearing at 6:48 p.m. 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

**COMMENTS:** O'Donnell gave a briefing on the budget and said due to circumstances with the Corona virus if revenues are affected, adjustments may have to be made. No further comments were received. Mayor Richardson closed the public hearing at 6:50 p.m.

Motion made by Helenthal, second by Dade to approve the following proposed **RESOLUTION NO. 57-20**: "A RESOLUTION APPROVING THE FY 20/21 BUDGET AND PROPOSED TAX LEVY." (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Payne to approve the initial reading of an Ordinance amending Code Section 2.82.020 Depot Commission Organization Code.

ROLL CALL VOTE: (8) AYES – O'Connor, Altheide, Payne, Dade, Helenthal, Andrews, Greenwald and Bryant. (0) NAYS. Motion carried.

Motion made by Payne, second by Bryant to waive the second & third/final reading of an Ordinance amending Code Section 2.82.020 Depot Commission Organization Code.

ROLL CALL VOTE: (8) AYES – O'Connor, Altheide, Payne, Dade, Helenthal, Andrews, Greenwald and Bryant. (0) NAYS. Motion carried.

Motion made by Helenthal, second by Payne to adopt and give final approval of **ORDINANCE NO. 2004** amending Code Section 2.82.020 Depot Commission Organization Code. (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Helenthal to approve the following proposed **RESOLUTION NO. 58-20**: "A 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." (8) AYES, (0) NAYS. Motion carried.

Motion made by O'Connor, second by Altheide to approve the following proposed **RESOLUTION NO. 59-20**: "A RESOLUTION APPROVING AGREEMENT WITH THE

IOWA DEPARTMENT OF CORRECTIONS UNDER CHAPTER 28E OF THE CODE OF IOWA.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Helenthal to approve the following proposed **RESOLUTION NO. 60-20**: “A RESOLUTION APPROVING LEASE OF PROPERTY AT 212 DES MOINES STREET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Payne to approve the following proposed **RESOLUTION NO. 61-20**: “A RESOLUTION SETTING PUBLIC HEARING ON THE PROPOSED AMENDMENT TO FISCAL YEAR 2019-2020 BUDGET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by O’Connor, second by Helenthal to approve the following proposed **RESOLUTION NO. 62-20**: “A RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT.” (8) AYES, (0) NAYS. Motion carried.

Motion made by O’Connor, second by Helenthal to approve the following proposed **RESOLUTION NO. 63-20**: “A 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.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Helenthal, second by Bryant to approve the following proposed **RESOLUTION NO. 64-20**: “A RESOLUTION ADOPTING THE STANDARDS AND SPECIFICATIONS RELATING TO PROTOCOLS FOR EMERGENCY UTILITY REPAIRS IN STREET.” (8) AYES, (0) NAYS. Motion carried.

Motion made by O’Connor, second by Bryant to approve the following proposed **RESOLUTION NO. 65-20**: “A RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 568.” (8) AYES, (0) NAYS. Motion carried.

**BOARDS & COMMISSIONS:** First report on nomination: Airport Zoning Commission, vacancy – 5-year term to expire 05/20/2025. City Planning Commission, Larry Wallingford, 5-year term to expire 5/14/2025. Second report on nomination: Building and Housing Advisory Board, Dave Dye, 3-year term to expire 9/19/2022. Civil Service Commission, Chad Campbell, 6-year term to expire 4/01/2026. Final Report on Nomination: Grand Theater Commission, Stephanie Ewing, 3-year term to expire 11/05/2020.

Motion made by Helenthal, second by Greenwald to approve Stephanie Ewing to a term on the Grand Theater Commission to expire 11/05/2020. (8) AYES, (0) NAYS. Motion carried.

**STAFF REPORTS:** Public Works Director Robert Helenthal gave an update on his first two weeks on the job. O'Donnell reported on the Airport Manager's resignation, Flood/FEMA projects, Wage and Salary Policy, Council Goals.

Motion made by Helenthal, second by Altheide 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: (8) AYES – O'Connor, Altheide, Payne, Dade, Helenthal, Andrews, Greenwald and Bryant. (0) NAYS. Motion carried.

Entered closed session at 7:23 p.m.

Re-entered open session at 7:56 p.m.

There being no further business, Mayor Richardson adjourned the meeting at 7:56 p.m.

## SIDEWALK DISPLAY PERMITS 2020-2021

Keokuk Area Convention & Tourism Bureau  
428 Main Street

Gate City Seed Co.  
824 Main Street

Eckland Motors  
1802 Main Street

Cahill Pribyl Jewelry  
511 Main Street

Simply Home  
527 Main Street

Rascal's Pub & Grub  
820 Main Street

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF APRIL 2, 2020.

**REGISTER NO. 5134**

ALTORFER INC.	PARTS	\$ 1,236.19
GRAY QUARRIES, INC	ROADROCK	\$ 1,700.06
JIM BAIER, INC	PARTS	\$ 213.00
KEOKUK HOMESTORE	SUPPLIES	\$ 66.90
RIVER CITY PARTS, INC.	PARTS	\$ 35.40
HEADCO MACHINE WORKS	REPAIRS	\$ 710.00
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 70.05
J & S ELECTRONICS BUSINESS,INC	SERVICE CALL/MAINT AGREEMENT	\$ 392.09
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 52.50
KEYSTONE LABORATORIES, INC.	TEST SAMPLES	\$ 557.00
ELECTRONIC APPLICATIONS CO.INC	REPAIRDS	\$ 340.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 84.35
MCFARLAND-SWAN OFFICE CITY	LIBRARY SUPPLIES	\$ 384.91
ALLIANT	ELECTRIC BILL	\$ 20,672.70
CENTURY LINK	SERVICE	\$ 173.12
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICE	\$ 52.04
LEE COUNTY RECORDER/REGISTRAR	DOCUMENT RECORDING	\$ 203.00
LINDNER AVIATION, INC.	AIRPORT MANAGER FEE/SUPPLIES	\$ 3,353.12
SHOEMAKER & HAALAND	ENGINEERING SERVICES	\$ 2,249.25
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 891.61
RESERVE ACCOUNT	REFILL POSTAGE	\$ 300.00
KOEHLER IMPLEMENT INC.	PARTS	\$ 87.17
KEOKUK CONTRACTORS, INC	LABOR/MATERIALS @ WPC	\$ 8,479.96
SOUTHEASTERN COMMUNITY COLLEGE	CLASSES	\$ 147.00
GOODYEAR AUTO SERVICE CENTER	ALIGNMENT	\$ 54.95
DOWNEY'S FIRE EQUIPMENT	AIRPORT INSPECTION	\$ 105.00
HILL PRINTING	OFFICE SUPPLIES	\$ 477.91
HY-VEE, INC.	SUPPLIES	\$ 10.76
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 374.55
LEE COUNTY HEALTH DEPARTMENT	POOL FOOD SERVICE LICENSE	\$ 150.00
SEIRPC	OWNER OCCUPIED GRANT	\$ 10,213.00
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$ 201.96
CALDWELL COMPANY	NAME PLATES	\$ 16.00
KNAPHEIDE TRUCK EQ CENTER	PARTS	\$ 325.52
NIEMANN FOODS, INC./ACE	SUPPLIES	\$ 865.53
RANDY WINN	REIMB.HEALTH INSURANCE PREMIUM	\$ 335.00
IOWA PRISON INDUSTRIES	SIGNS/FREIGHT	\$ 261.36
RON SYMMONDS	TOOL ALLOWANCE	\$ 43.12
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 186.13
JAMES K. NEFF	LABOR/MATERIAL @ AIRPORT	\$ 967.79
USA BLUE BOOK	WPC SUPPLIES	\$ 380.33

**REGISTER NO. 5135**

RICK MARLIN	REIMBURSEMENT	\$ 493.72
REECE'S HEATING & AIR	GRAND THEATER AIR FILTERS	\$ 239.23
XEROX CORPORATION	LEASE AGREEMENT	\$ 308.56
WISS & WISS EQUIPMENT INC.	PARTS	\$ 92.52
WAL-MART COMMUNITY/GEGRB	LIBRARY SUPPLIES	\$ 137.39
TOTAL SOLUTIONS, INC.	OFFSITE BACKUP/VEAM	\$ 951.92
DES MOINES STAMP MANUFACTURING	PUREMARK STAMP	\$ 42.40
POLYDYNE, INC.	POLYMER - WPC	\$ 4,666.24
SYNCB/AMAZON	LIBRARY SUPPLIES	\$ 293.99
MEDIACOM	SERVICE	\$ 408.54
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$ 17,000.00
SANDRY FIRE SUPPLY, L.L.C.	FIRE DEPT SUPPLIES/EQUIP	\$ 593.85
IMI EQUIPMENT, LLC	PARTS	\$ 330.82
MIDWEST SAFETY COUNSELORS, INC	FIRE DEPT SUPPLIES/EQUIP	\$ 176.13
STACEY JOHNSTON	REIMBURSEMENT	\$ 62.68
BRITE-WAY WINDOW SERVICE	SERVICE KEOKUK PUBLIC LIBRARY	\$ 16.00
NSI LAB SOLUTIONS	LAB SUPPLIES	\$ 104.00
CARD SERVICES	CARD SERVICES	\$ 396.99
DIVISION OF LABOR	REINSPECTION FEE	\$ 600.00
MACQUEEN EQUIPMENT, INC.	PARTS/LABOR	\$ 2,778.77
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 376.00
WEST CENTRAL FS INC.	BULK FUEL	\$ 14,772.08
INTERSTATE BATTERIES OF	BATTERIES	\$ 120.95
ACCO	POOL LIFEGUARD CHAIR	\$ 1,065.00
WINDSTREAM	SERVICE	\$ 810.10
JASON SCHMITT	REIMBURSE MEAL/TRAVEL	\$ 17.00
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 1,494.60
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$ 442.25
INTERSTATE BILLING SERVICE, INC	PARTS	\$ 141.20
ARMSTRONG TRACTOR LLC	PARTS	\$ 20.15
JEFFREY JOE HERR	EXCHANGE/22ND/CARROLL	\$ 165.00
JOHN REITER	TRAVEL REIMBURSEMENT	\$ 17.00
CITY OF KEOKUK FLEX SPENDING	FLEX MEDICAL	
KELTEK INC.	POLICE MATERIALS/EQUIP/FREIGHT	\$ 2,922.75
KEOKUK MILLS, LLC	TARGETED JOBS TAX RETURN	\$ 2,073.76
FP MAILING SOLUTIONS	LIBRARY POSTAGE METER	\$ 89.85
QUINCY MEDICAL GROUP	JOHN GUY MEDICAL SERV 1-15-20	\$ 247.13
AMERICAN ABSTRACT & TITLE	DOCUMENT RETRIEVAL/DEEDS	\$ 125.00
JOHNSON CONTROLS	GRAND THEATER CONTRACT	\$ 408.50
HISTORIC EAGLES BUILDING LLP	TAX REBATE HISTORIC EAGLES BLD	\$ 10,842.00
KEOKUK BROADCASTING, INC.	ADVERTISING	\$ 300.00
JOSEPH FIERCE	GRAND THEATER JANITORIAL	\$ 306.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 300.00
SCHICKEDANZ CONSTRUCTION	PAY 9 SEI DEVELOPMENT CENTER	\$ 301,252.91
ATI	PARTS/FREIGHT WPC	\$ 599.76

**REGISTER NO. 5136**

ROBERT HELENTAL	REIMBURSE TRAVEL/MEAL	\$ 12.71
TONY ARROWOOD	REIMBURSE TRAVEL	\$ 45.35
GREATAMERICA FINANCIAL SVCS.	POLICE DEPT COPIER AGREEMENT	\$ 335.58
JOHN LIEPA	LIBRARY PRESENTATION	\$ 316.20
ELI RIDDLE	REIMBURSEMENT	\$ 54.96
ANDY J. LONG	REPLICATE FLAG LOST IN FIRE	\$ 922.00
BRIDGEWAY PROPERTIES	212 DES MOINES	\$ 15,806.45
		\$ 443,516.32



# COUNCIL ACTION FORM

Date: March 27, 2020

Presented By: Broomhall

Subject: Set public hearing -Sale of Property Agenda Item: \_\_\_\_\_

## Description:

Set required public hearing for sale of property.

The City of Keokuk received a bid for \$200.00 from Jody Coppler, 825 Bank Street to purchase a 50' x 95' vacant lot located at 827 Bank abutting their property. A public hearing is required.

## 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: \_\_\_\_\_



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, SETTING DATE FOR A PUBLIC HEARING FOR THE SALE OF CITY OWNED REAL ESTATE LOCATED AT 827 BANK STREET, PURSUANT TO IOWA CODE CHAPTER 364.7**

**WHEREAS**, a public hearing is required by state law in order that the City Council of the City of Keokuk to sale city-owned real property; and

**WHEREAS**, The City of Keokuk, owns a partial vacant lot located at 827 Bank Street, (Front 95' of Lot 7, Block 122, Original City of Keokuk (50' X 95').

**WHEREAS**, the City of Keokuk has received a bid from Jody Coppler of 825 Bank for two-hundred dollars (\$200.00) on said property and it is the intent of the City of Keokuk to dispose of property to said bidder; now, therefore,

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

**THAT**, a public hearing date be set at 6:30 p.m., Thursday, April 16, 2020 at Keokuk Community School District Administrative Offices, 500 N. 20<sup>th</sup> Street, Keokuk, Iowa for disposal of 827 Bank Street. The City Clerk is directed to publish notices to this effect in *The Daily Gate City*.

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Thomas L. Richardson, Mayor

Attest: \_\_\_\_\_

Jean Ludwig, City Clerk



# COUNCIL ACTION FORM

Date: April 2, 2020

Presented By: O'Donnell

Subject: Twin Rivers Drive Access Agreement Agenda Item: \_\_\_\_\_

## Description:

The agreement is with Roquette America, Inc. (RAI) to allow them to limit access to Twin Rivers Drive starting approximately six hundred eighty six feet (686') east of the railroad bridge and extending to their down river entrance to the plant. This portion of Twin Rivers Drive is bordered by RAI property on both sides. They will be allowed to construct a control gate to limit access. Certain entities will be allowed access through this gate to manage facilities with RAI's property. This includes the City. RAI will be responsible for upkeep and minor repairs of the roadway. The City retains ownership. The agreement is for five (5) years with the possibility of an additional five (5) years.

## FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES  NO  CIP Project Number: \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING ACCESS CONTROL  
AGREEMENT- TWIN RIVERS DRIVE**

**WHEREAS**, Roquette America, Inc. (RAI) has requested from the City of Keokuk, Iowa to have control over access on Twin Rivers Drive in order to limit traffic adjacent to RAI's down river entrance; and

**WHEREAS**, the portion of Twin Rivers Drive starting approximately six hundred eighty-six (686) feet east of the railroad bridge and extending to RAI's down river entrance is bordered by RAI property on both sides; and

**WHEREAS**, RAI agrees to allow certain entities, including the City of Keokuk, Iowa, access to facilities located within RAI's property; and

**WHEREAS**, RAI will be required to perform certain maintenance of Twin Rivers Drive within the controlled access area.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** that an Access Control Agreement-Twin Rivers Drive between the City of Keokuk, Iowa and Roquette America, Inc. 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 2<sup>nd</sup> day of April, 2020.

\_\_\_\_\_  
Mayor Thomas L. Richardson

ATTEST:

\_\_\_\_\_  
Jean Ludwig, City Clerk

**AGREEMENT – ACCESS CONTROL  
TWIN RIVERS DRIVE**

**COMES NOW** the City of Keokuk, hereinafter referred to as “City” and Roquette America Inc., hereinafter referred to as “RAI”, and hereby enter into this Agreement for Access Control of Twin Rivers Drive, hereinafter referred to as “TRD”;

**WHEREAS**, TRD, a City street, dead-ends at the downriver entrance to RAI’s manufacturing plant and does not connect to any other City street;

**WHEREAS**, RAI is requesting that a certain portion of TRD be limited to parties who have a purpose for being in the area of RAI’s downriver entrance, those parties being the City, Keokuk Junction Railway, hereinafter referred to as KJRY, Burlington Northern Santa Fe, hereinafter referred to as BNSF, Aliant Energy, Liberty Natural Gas, Cypress Specialty Metals Company and RAI’s customers and vendors;

**WHEREAS**, limiting traffic to parties with a legitimate business purpose for using TRD would create a safer street by removing unnecessary traffic from co-mingling with heavy semi-truck traffic and eliminate unauthorized public dumping along a portion of TRD;

**THEREFORE**, for good and valuable consideration the City and RAI do hereby agree as follows:

1. The City agrees to limit traffic on TRD along that portion of TRD starting approximately Six hundred eighty-six (686’) feet East of the railroad bridge on TRD and extending to the downriver entrance to RAI’s plant to the following parties: City of Keokuk, KJRY, BNSF, Aliant Energy, Liberty Natural Gas, Cypress Specialty Metals Company and RAI’s customers and vendors.
2. The City will maintain ownership of the restricted part of TRD and will be responsible for major repairs and the underlying infrastructure.
3. RAI will be responsible for general maintenance of the restricted portion of TRD including, but not limited to, snow removal, debris removal and pothole repair and other repairs as directed by the City.
4. RAI will establish and maintain at its sole cost, a Security Gate at the beginning of the restricted area to ensure only authorized traffic will use the above described portion of TRD.

5. The term of this Agreement shall be five (5) years with a renewal for an additional period of five (5) years provided that RAI gives a ninety (90) day Written Notice to the City of RAI's intent to renew, said ninety (90) day notice to be given prior to the date of termination.
6. RAI agrees to protect, indemnify and save harmless the City, its agents and employees, from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from the maintenance or use of the described restricted portion of TRD, which arise after RAI has completed the Security Gate identified in Paragraph 4 and to the extent proximately caused by the rights or obligations assigned to RAI herein.
7. This Agreement is not assignable.
8. RAI agrees to maintain the restricted portion of TRD in good condition, normal wear and tear excepted during the continuance of this Agreement. At the Termination of this Agreement, RAI shall remove the Security Gate at its own cost.
9. RAI shall take out and maintain with insurers an insurance policy satisfactory to City during the term of this Agreement such public liability, property damage and other insurance as City may require. RAI shall make City an additional insured on such policies.
10. The invalidity or unenforceability of any provision of this Agreement shall not effect or impair any other provisions.
11. In the event that RAI has not built the Security Gate described herein by the end of 2020, this Agreement shall terminate and the rights and obligations contained herein shall cease immediately.

The parties have caused this Agreement to be executed on their respective behalf as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

The City of Keokuk

By: \_\_\_\_\_  
Date

Roquette America Inc.

By: \_\_\_\_\_  
Date



# COUNCIL ACTION FORM

Date: March 27, 2020

Presented By: Broomhall

Subject: Setting a public hearing grant app. housing Agenda Item: \_\_\_\_\_

## Description:

A public hearing is required to apply for grant funding for a Community Development Block Grant for the Housing Sustainability Program through the Iowa Department of Economic Development.

## 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: \_\_\_\_\_



**RESOLUTION NO.**

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

**THAT** a public hearing is scheduled for 6:30 p.m., April 16, 2020 at the Keokuk Community School District Administrative Offices, 500 N. 20<sup>th</sup> Street, Keokuk, Iowa, for the City of Keokuk to apply for a Community Development Block Grant funds for the Housing Sustainability Program through the Iowa Department of Economic Development and that proper notices are published.

**Passed** this 2<sup>nd</sup> day of April, 2020.

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Thomas L. Richardson, Mayor

Attest: \_\_\_\_\_

Jean Ludwig, City Clerk



# COUNCIL ACTION FORM

Date: April 2, 2020

Presented By: O'Donnell

Subject: Vac Truck Lease Agenda Item: \_\_\_\_\_

### Description:

As part of the leachate control project, the Sewer Department would purchase a vac truck to pump the lagoon. This saves us from installing an aeration system, thereby lowering the cost of the project. The vac truck can also be used for other purposes within the department, including, pumping lift stations in the advent of a power failure. The truck is a new M2-106, 2500 gallon S/S tank and vacuum pump. We would use a lease purchase to acquire the vehicle. Payments are once every six months for 24 months beginning in September 2020. Amount finances at 4.45% is \$133,188.24. By taking possession now, we will can pump the current holding tanks and save the cost of hiring an outside firm (\$33,000 annually).

### FINANCIAL

Is this a budgeted item? YES  NO

Line Item #: 610-8017-6499 Title: Service Contract Work

Amount Budgeted: \$521,000

Actual Cost: \$133,188.24(\$66,594.12/fiscal year)

Under/Over: \_\_\_\_\_

### Funding Sources:

Sewer Fees  
\_\_\_\_\_  
\_\_\_\_\_

### Departments:

Sewer Department  
\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES  NO  CIP Project Number: \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING LEASE PURCHASE  
AGREEMENT FOR VACUUM TRUCK**

**WHEREAS**, Midway Freightliner has a M2-106 vacuum truck available for purchase; and

**WHEREAS**, said truck can be leased for purchase; and

**WHEREAS**, the City Council for the City of Keokuk, Iowa has determined that it is the interest of the people to lease purchase said truck.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** that staff members for the City of Keokuk, Iowa are authorized to execute the lease purchase of an M2-106 vacuum truck from Midway Freightliner with four (4) semi annual payments over 24 months with said payments of \$33,297.06.

**PASSED, APPROVED, AND ADOPTED** this 2<sup>nd</sup> day of April, 2020.

\_\_\_\_\_  
Mayor Thomas L. Richardson

ATTEST:

\_\_\_\_\_  
Jean Ludwig, City Clerk

# DAIMLER

Daimler Truck Financial

March 26, 2020

Mercedes-Benz Financial Services USA LLC, is pleased to offer the following proposal to finance the acquisition of various vehicles by City of Keokuk, Iowa.

Lessee: City of Keokuk  
Issue Type: Tax-exempt installment financing of various equipment, subject to annual appropriation  
Equipment Type: (1) 2020 Freightliner M2  
Amount Financed: \$126,100.00

	<b>Option 1</b>
<b>Term:</b>	2 yrs/semi-annual/Arrears
<b>Rate:</b>	4.45%
<b>Payment:</b>	\$33,297.06

The Quoted Interest Rate assumes the Lessee designates the lease as "Bank-Qualified" pursuant to Section 265(b) of the IRS Code.

Subject to credit qualification and based on the terms described above, MBFS is quoting the Interest Rates as shown in the tables provided above. This quote and the Interest Rates stated herein expires as of the Date shown on this pricing quote and shall have no effect on any prior documentation signed by the parties. This pricing quote is not a commitment and is subject to credit approval by MBFS; credit qualification based on the terms of the transaction; verification of eligibility for tax-exempt financing; and mutually agreeable documentation executed and submitted to MBFS for funding. Any subsequent pricing quote, Commitment Letter or documentation executed by the parties will supersede and replace this pricing quote.

No changes in federal or applicable state or local tax law, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would affect any Federal, State or Local tax benefits are assumed in determining the above Quote.

**LEGAL OPINION:** The Lessee's Counsel shall furnish MBFS with an opinion covering this transaction and the documents used herein. This Opinion shall be in a form and substance satisfactory to MBFS.

This rate expires on April 25, 2020

I look forward to working with you on this transaction.

Sincerely,

**Gwen Gordon**  
Daimler Truck Financial

Daimler Truck Financial  
13650 Heritage Parkway  
Fort Worth, TX 76177  
www.daimler-truckfinancial.com

\*\*\*\*\*TFFF2494 (11/14/2010)



# COUNCIL ACTION FORM

Date: April 2, 2020

Presented By: O'Donnell

Subject: PD Collective Bargaining Agreement Agenda Item: \_\_\_\_\_

## Description:

Attached is the new collective bargaining agreement with Teamsters Local 238 Police Department. Financial changes are:

Deletion of entry level step.  
One time market adjustment of 6% to all base wages.  
Salary increases of 3%, 2.5%, 2.5%, 2.5%.

Minor language changes 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: \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING COLLECTIVE  
BARGAINING AGREEMENTS WITH TEAMSTERS  
LOCAL 238 POLICE UNIT**

**WHEREAS**, the collective bargaining agreement between the City of Keokuk, Iowa and Teamsters Local 238 Police Unit is set to expire June 30, 2020; and

**WHEREAS**, the Teamsters Local 238 Police Unit and the City of Keokuk, Iowa have negotiated in good faith; and

**WHEREAS**, an agreement has been reached between Teamsters Local 238 Police Unit 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 Teamsters Local 238 Police Unit, 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 2<sup>nd</sup> of April, 2020.

\_\_\_\_\_  
Mayor Thomas L. Richardson

ATTEST:

\_\_\_\_\_  
Jean Ludwig, City Clerk

**CITY OF KEOKUK**

**AND**

**KEOKUK POLICE BARGAINING UNIT**

**CONTRACT**

**JULY 1, 2020**

**TO**

**JUNE 30, 2024**

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**ARTICLE 1**  
**ARTICLES OF AGREEMENT**

It is the intent and purpose of this Agreement to promote and insure a spirit of confidence and cooperation between the City of Keokuk, Iowa and the members of the Keokuk Police Bargaining Unit, hereinafter referred to as "Unit", and the City of Keokuk, hereinafter referred to as "City". Any article of this Agreement, paragraph, or part thereof, in conflict with the Civil Service laws, the regulations of the State of Iowa governing Police Department, or the Iowa Public Employment Relations Act shall be void and of no force and effect.

**ARTICLE 2**  
**RECOGNITION CLAUSE**

The Keokuk Police Bargaining Unit is hereby recognized as the sole certified collective bargaining agent under the Public Employment Relations Act (Chapter 20 of the Code of Iowa) for all 1st, 2nd, and 3rd Class Police Officers and Detectives. (all patrol officers or any civil employees of the Police Department except as excluded below).

It is hereby specifically agreed that the Keokuk Police Bargaining Unit does not represent the Chief of Police, Assistant Chief, Captains and Sergeants, confidential civil personnel, janitors or police administrators.

The parties further agree this Agreement does not cover or include by its terms part-time or temporary employees of the Police Department.

**ARTICLE 3**  
**RATE OF PAY**

Section 1

July 1, 2020, the City shall provide the classifications of Patrolman 1<sup>st</sup> Class, Patrolman 2<sup>nd</sup> Class, Patrolman 3<sup>rd</sup> Class and Detective a one-time market adjustment, raising the base rates as follows:

POLICE	ONE-TIME MARKET ADJUSTMENT
PATROLMAN 1st CLASS	\$25.45
PATROLMAN 2nd CLASS	\$23.72
PATROLMAN 3rd CLASS	\$20.85
DETECTIVES	\$26.51

Beginning **July 1, 2020, through June 30, 2024**, pay in each classification shall be as follows:

POLICE	7/1/2020	7/1/2021	7/1/2022	7/1/2023
	3.0%	2.50%	2.50%	2.50%
PATROLMAN 1st CLASS	\$26.21	\$26.87	\$27.54	\$28.23
PATROLMAN 2nd CLASS	\$24.43	\$25.05	\$25.67	\$26.31
PATROLMAN 3rd CLASS	\$21.48	\$22.01	\$22.56	\$23.13
DETECTIVES	\$27.31	\$27.99	\$28.69	\$29.41

## Section 2

Detectives covered by this agreement shall be paid every two (2) weeks. Each pay period shall end on Saturday with paychecks to be issued the following Friday. At the termination of any employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14), nor more than twenty-eight (28) days after the termination of employment.

## Section 3

Civil Service employees shall be paid every other Friday. An employee's base pay shall be equal to 1/26 of the annual salary, as adjusted for longevity, as provided in Article 16, and as further adjusted under Article 6.

At the termination of an employee, said employee shall be paid all compensation due to the employee, not less than fourteen (14), nor more than twenty-eight (28) days after the termination of employment.

## Section 4

The City agrees that all Detectives of the City are guaranteed in a seven (7) day work cycle, forty (40) hours of work time or compensation for at least a total of forty (40) hours during each seven (7) day work cycle.

## Section 5

Civil Service employees working 12 hour shifts shall be paid a shift differential of thirty-five (\$.35) cents an hour for working the eight p.m. to eight a.m. (8:00 P.M. to 8:00 A.M.) shift. In the event work schedules are changed to eight (8) hour shifts, a shift differential of thirty (five (\$.35) cents per hour shall be paid for all employees working the midnight to eight a.m. (12:00 a.m. to 8:00 a.m.) shift. A shift differential of twenty (five (\$.25) cents per hour shall be paid for all employees working a swing shift schedule. A shift differential of twenty (five (\$.25) cents per hour shall be paid for all employees working the four p.m. to midnight (4:00 p.m. to 12:00 a.m.) shift. This provision includes shift differential inclusion for calculating all paid hours, overtime and all paid leaves.

**ARTICLE 4**  
**SUPPLEMENTAL TIME PROVISIONS**

Section 1

When a member of the Police Department is required to perform extra duty in addition to his regular shift, immediately prior to, or immediately following his regular shift, provided such overtime is authorized by his Shift Commander or the Chief of Police, he shall receive overtime pay for the time worked, at the rate provided in Section 4 of this Article; and if such overtime exceeds two (2) hours, the Officer shall receive a minimum of four (4) hours pay.

Section 2

In the event members of the Police Department, at the discretion of the Chief of Police, are required to attend training sessions or departmental meetings, they can receive one and one-half (1 1/2) hours off regular duty for each hour of attendance at such training session or departmental meeting unless the training session or departmental meeting is held during the member's regular duty hours. The provisions of this Section do not apply to out of town schooling **or training exceeding a twenty-five (25) mile radius.**

Section 3

In lieu of overtime pay as provided above, compensatory time may be taken at the option of the Officer or civilian employee, subject to regulations by the Chief of Police, based upon manpower requirements, first request or other just cause or reason. Compensatory time shall be equitably administered by the Chief. No Officer may accumulate more than **ninety-six (96)** hours of compensation time. Time off shall be prearranged at least 48 hours prior to the time off taken and shall be subject to the normal operating requirements of the Police Department, as directed by the Chief of Police.

Section 4

Base pay shall be the employee's hourly rate under Article 5, plus adjustments for longevity under Article 15. Overtime shall be computed as one and one-half (1 1/2) times base pay. However, an Officer shall still receive shift differential at the appropriate rate for working overtime just not at a time and a half rate.

Section 5

Any off duty employee whose attendance is required after service of a valid Iowa subpoena, including on orders of the County Attorney, City Attorney, or Chief of Police, at any deposition, or proceeding in either Magistrate Court or District Court, shall be entitled to a minimum of four hours base pay for said Court appearance and Court time.

Any court proceeding as already mentioned above which is cancelled less than 24 hours in advance of said time shall entitle subpoenaed employee to two hours court pay. Any employee who claims

more than four (4) hours minimum shall submit in writing to the Chief of Police, the verified statements of the hours actually spent in attendance at a deposition or Court Proceeding. The above section does not apply to personal Court actions and non-duty related attendances.

#### Section 6

The call-in minimum shall be four (4) hours. Mandatory schooling shall be reimbursed at the employee's option with either compensatory time off, as limited in Section 3, or overtime pay as described in Section 4 hereof.

#### Section 7

Any officer placed on stand-by alert under the Rules of the Department shall receive payment for each hour which the officer is required to remain on such status at a rate of one-half (1/2) times the Officer's base pay as defined in Section 4 above.

#### Section 8

Notwithstanding any other provision of this Agreement, Detectives covered by this Agreement shall be compensated with overtime for every hour worked over forty (40) hours in a seven (7) day period and civil service employees shall be paid overtime for every hour worked over eighty-four(84) hours in an fourteen (14) day work cycle, provided however, that nothing in this Agreement shall be construed as, requiring the City to pay overtime more than once for any cause under this Article, or any other Article.

#### Section 9

The Employer agrees to pay all employees called to serve on any Jury. If an employee is discharged from the Jury before the work day ends, he must report immediately to the Employer for work. This shall be construed to mean, pay for the regular working hours of the employee selected for such jury duty. Any jury pay received while on duty will be returned to the City when received.

#### Section 10

Each employee assigned to be used as a Field Training Officer (FTO) shall receive 3% over his/her normal wage for all hours serving as an FTO while training

### **ARTICLE 5** **CIVIL SERVICE SENIORITY**

#### Section 1

Seniority among the members of the Keokuk Police Department shall be determined pursuant to Section 400.12 of the Code of Iowa. In the event that a layoff should occur in the Keokuk Police Department, said reduction in employees shall be pursuant to Section 400.28 of the Code of Iowa. Computation of sick leave and longevity pay shall be pursuant to seniority as herein defined.

## Section 2

If a vacancy on a shift occurs, the employer shall post notice of the vacancy for bidding for seventy-two (72) hours before said vacancy is filled and the employee with the most accumulated seniority and rank shall fill the vacancy, provided that, the qualifications of the employees bidding are equal. The Officer filling such vacancy shall have the right to refuse the position for three (3) days after assuming the same and may then return to his former position. The Chief of Police shall have the authority to fill a vacancy temporarily without regard to seniority, but said temporary filling of the vacancy shall not waive the bidding requirement for permanent filling said vacancy. The qualifications of the employees bidding for the shift position shall be judged by the Chief of Police subject to the review procedures established in this contract. Nothing herein shall in any way affect the Civil Service rights of an employee.

## Section 3

During the month of July each year, all civil service positions shall be posted for bidding. For such bidding purposes, all positions shall be considered vacant and employees will be allowed to bid on said position based upon their seniority in the Police Department. Bids shall be held open for a minimum of eight (8) days. Reassignment, if any, will be made on the basis of said bids based on assignment to new shifts, if any will be made by the Chief of Police, on or before August 15th of each year. If in the event it becomes necessary to bid on scheduled days off, the same procedure as outlined in this section will be applied.

## **ARTICLE 6** **VACATIONS**

### Section 1

All civil service employees shall accumulate vacation time, at the rate of 1.85 hours for each pay period an employee is maintained on the City payroll from date of hire. All civil service employees shall have his or her rate of accumulation adjusted upon the anniversary date, as shown below:

After the first anniversary of employment, 3.70 hours per pay period.

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

the tenth anniversary of employment, 7.39 hours per pay period. After the

seventeenth anniversary of employment, 9.24 hours per pay period. After the

twenty-fifth anniversary of employment, 11.08 hours per pay period.

### Section 2

All vacations shall be coordinated with the Chief of Police. Any other provision of this Agreement to the contrary, notwithstanding vacations, shall be scheduled on a calendar year basis for each calendar year, during the first four (4) months of said calendar year on the basis of seniority, after the first four (4) months of each year, vacations shall be scheduled by priority request without regard to seniority.

### Section 3

In the event a holiday(s) falls within an employee's authorized vacation period, a vacation period shall be defined as three (3) days of vacation, he or she shall be granted an additional day (s) off with pay for each holiday in said period, in conjunction with the employee's vacation.

### Section 4

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

### Section 5

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

### Section 6

Vacation pay shall be determined as follows: for each day of vacation taken an employee will receive eight (8) times his or her hourly base pay as adjusted for longevity and shift differential. Employees working twelve (12) hour shifts will receive twelve (12) times his or her hourly base pay as adjusted for longevity and shift differential.

## **ARTICLE 7** **SICK LEAVE**

### Section 1

Any employee incurring a sickness or disability shall receive sick leave with full pay to the extent herein provided. The Chief of Police shall have the right to request a doctor's statement in support of such sick leave.

### Section 2

Employees shall accumulate sick leave, at the rate of 4.0 hours for each pay period of service from the first day of employment and shall continue to do so, until the employee shall have accumulated a maximum of 1,600 hours of sick leave.

### Section 3

The City of Keokuk agrees that employees may be paid, at the employee's election, for three (3) days for twenty-four (24) hours of accumulated sick leave, for the first three (3) days an employee is off duty, due to an occupational illness or injury. In the event an employee suffers an occupational illness or injury, the employee's right to use accumulated sick leave shall be, only to the extent which may be allowed, in conjunction with worker's compensation. This section shall apply only to non-civil service employees covered by worker's compensation.

#### Section 4

Employees must promptly notify their supervisor, at least one (1) hour before the starting of his or her shift, of inability to work when scheduled, due to illness or injury.

#### Section 5

Section 1, notwithstanding, new employees shall be advanced forty-eight (48) hours of 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 provided in Section 1, hereof.

#### Section 6

All employees of the Police Department shall be entitled to one hundred percent (100%) of unused sick leave as severance pay with five hundred sixty eight (568) hours upon regular retirement which is age 55 or 22 years of service, disability retirement or death, if still employed at death. The employee shall be entitled to one hundred percent (100%) of unused sick leave if death occurs while the employee is on duty. An employee may, upon regular retirement or disability retirement, elect to use his/her accumulated sick leave up to a maximum five hundred sixty eight (568) 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. Civil Service employees working 8 hours shifts (2190), civil service employees working 12 hours shifts (2184), and non-civil service employees working (2080) 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 7

All employees of the Police Department shall be entitled to convert three (3) days of accumulated sick leave for one (1) day of vacation. The employee shall not exceed seven (7) days of additional vacation in any fiscal year under this conversion policy. All employees of the Police Department are eligible for conversion, if the employee, at all times, maintains a minimum of one thousand (1,000) hours of accumulated sick leave. Section 3 of Article 8 applies for scheduling.

### **ARTICLE 8** **FUNERALS**

#### **Section 1**

Employees will be allowed five (5) calendar days off work with pay, as bereavement leave in the case of death in their immediate family. Pay for such leave shall be at the employee's straight time hourly rate with prorated longevity, if any. The immediate family shall include spouse, mother, stepmother, father, stepfather, son, daughter, brother, sister, stepbrother, stepsister, or step-son, step-

daughter of the employee or spouse. Employees will be allowed three (3) days off with pay for grandparents and grandchildren of the employee and spouse. Employees shall be allowed one (1) day off work with pay as mentioned above, as bereavement leave for any aunt, uncle of the employee or spouse. Upon the request of the employee, the Chief of Police may in his discretion treat the death of a non-related person(s) living in the household, as a death in the immediate family and grant up to five (5) days off work with pay as herein provided. The five (5) or the three (3) day leave under this Article, shall start the day death occurs or the first day thereafter or the day of the funeral. Said leave shall terminate after five (5) or three (3) consecutive calendar days, without extension because of days off or for other reasons. Before beginning such leave the employee shall notify his/her immediate supervisor of the date the leave shall begin. The Chief of Police, with the approval of the Mayor, may authorize additional leave to be taken as a leave of absence, pursuant to Article 11.

Funeral leave payment shall be only for scheduled work days missed. The one day leave shall be taken at the option of the employee, on the day of death, the day of the funeral or any day between. An employee shall be allowed, two (2) hours off work to attend the funeral of any other employee working under this Agreement. Employees taking time off work as pallbearers shall be allowed up to four (4) hours off work, without loss of pay. Provided however, that no employee shall attend a funeral or serve as a pallbearer, if such attendance or service will, in the opinion of the Chief of Police, reduce the manpower level of the Department below the minimum necessary.

## **ARTICLE 9** **LEAVE OF ABSENCE**

Leave of absence, with or without pay, may be granted at the discretion of the Council.

## **ARTICLE 10** **GRIEVANCE PROCEDURES**

### **Section 1**

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 morale.

#### **Step 1**

An individual employee shall file with the grievance committee, 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 five (5) days of its occurrence, excluding holidays and weekends. If, in the opinion of the grievance committee, no grievance exists, no further action is necessary.

#### **Step 2**

If the union determines a grievance does exist, then the grievance committee shall, with or

without the physical presence of the aggrieved employee, present the grievance to the Assistant Chief for adjustment, within five (5) calendar days after the filing of the written petition with the union.

### Step 3

If, after five (5) calendar days, the written reply of the Assistant Chief fails to settle the grievance, the grievance committee may submit the grievance to the Chief of Police for adjustment.

### Step 4

If, after five (5) calendar days, the written reply of the Chief of Police fails to settle the grievance, the grievance committee may submit the grievance to the City Administrator or his/her agent for adjustment.

### Step 5

If, within fifteen (15) calendar days, the written reply from the City Administrator or his/her agent, fails to settle the grievance, it shall then be, by the choice of the grievance committee, submitted to binding arbitration, in the following manner:

1. The Union and Employer shall endeavor to agree upon an arbitrator. If no agreement is reached in five (5) days, then,
2. A joint letter will be mailed, requesting either the Public Employment Relations Board, to submit a list of five (5) available arbitrators, from which one is to be mutually selected, within five (5) days after receipt of this list.
3. If the parties are unable to agree upon one of the individuals so listed, the parties shall alternately strike names from said list, until only one remains. The employee requesting the arbitration shall strike the first name.
4. The Public Employment Relations Board shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list, to hear the case.

## Section 2

The arbitrator shall be advised of the limitation placed upon his authority by statute and by this Agreement, and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

- a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the grievance first occurred.
- b. The arbitrator shall be limited to interpreting the agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard, or in any way modify the terms of this Agreement or any agreement made supplementary thereto.

## Section 3

The expenses and fees of the arbitrator and such other expenses, as are mutually agreed to, in advance, shall be borne equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from witnesses.

#### Section 4

If the presentations of grievances at any level, employees or the grievance committee shall be free of restraint, interference, discrimination or reprisal.

### ARTICLE 11 UNIFORM AND MAINTENANCE ALLOWANCE

#### Section 1

Each Civil Service employee of the Department is entitled to clothing allowance of \$900.00 a year. Each Detective is entitled to a clothing allowance of \$1,000.00 a year.

The allowance will be paid on July 1 of each year or as soon after, as practical.

New Civil Service appointees to the Department will be provided, a one time only, clothing allowance of \$900.00 the time of said payment subject to approval of the Police Chief.

The City shall reimburse the member of 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. The Chief of Police 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 of Police for approval. The claim shall then be paid when approved by the City Council.

Nothing herein contained, shall be construed, so as to require any uniformed member of the Police Department to furnish his or her own gun, ammunition, belts or other leather goods, (except shoes), which form a part of the Officer's uniform or equipment. All ammunition, weapons and leather accoutrements thereto, shall be uniformly provided by the Employer and used and worn in accordance with the rules and regulations established by the Chief.

The Employer agrees to purchase guns, belts or other leather goods and weapons for present Police Officers which conform to uniform requirements effective July 1, 1981.

The City **shall** provide, in addition to other items, bullet-proof vests, which shall be used and worn in accordance with rules and regulations established by the Chief.

#### Section 2

**The expenses for the Police Academy will be borne by the City either by ordering through the City or turning in receipts by the employee.**

**If the employee's employment ends prior to August 31st the employee will be required to**

pay back seventy-five (75) percent of that year's uniform allowance.

**ARTICLE 12**  
**GROUP LIFE AND HEALTH INSURANCE**

Section 1

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.

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.

The City of Keokuk will pay for a basic physical when required by the City of Keokuk and associated medical costs of tests required as a result of the physical by the examining physician and not covered by health insurance.

The Employer agrees to contribute one hundred (100) percent premium costs for employee single and family coverage life insurance which coverage shall be \$40,000 employee, \$5,000 spouse, and \$2,500 dependents.

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 insurance costs for three—months to the spouse and any dependents of the member. The rates for this extended insurance shall be the rates in this article. In addition, the City will provide a \$5,000 funeral expense benefit, if death occurs while employee is on duty and death occurs as a result of work—related activities.

**ARTICLE 13**  
**LONGEVITY PAY**

The City agrees to pay, as indicated below, by adding the indicated sums to an employee's hourly wage under Article 5:

<u>YEARLY</u>	<u>HOURLY</u>	
After five (5) years of service	\$240.00	<b>.11</b>
After ten (10) years of service	\$480.00	<b>.22</b>
After fifteen (15) years of service	\$720.00	<b>.33</b>
After twenty (20) years of service	\$960.00	<b>.44</b>
After twenty-five (25) years of service	\$1200.00	<b>.55</b>
After thirty (30) years of service	\$1440.00	<b>.66</b>

Sixty-six cents (.66) additional pay an hour shall be the maximum longevity pay. Longevity shall be determined upon the anniversary of each employee's employment.

Longevity pay shall be added to an employee's hourly rate on the first (1st) day of the fiscal year, in which an employee will reach an anniversary, which under this Article requires an adjustment to longevity pay.

## ARTICLE 14 HOLIDAYS

### Section 1

The recognized holidays are:

New Year's Day (January 1)	Labor Day (1st Monday of Sept.)
Good Friday (Friday before Easter)	Veterans Day (November 11th)
Presidents Day (3rd Monday of Feb.)	Thanksgiving Day
Memorial Day (Last Monday of May)	Day after Thanksgiving
Independence Day (July 4)	Christmas Day (December 25)
<b>Christmas Eve</b>	

### Section 2

A shift scheduled for two (2) work periods on a recognized holiday, shall receive Holiday pay under this Article, for each shift so worked, as provided by Section 3 of this Article.

Any employee who is separated from service by resignation, death, retirement, or otherwise, except for employees discharged for cause or involuntary resignation, shall be compensated for all holidays which have passed from the start of the fiscal year to the date of separation, at the base rate of base pay, plus longevity and shift differential, if any, at the time of separation.

### Section 3

**An employee who works a recognized holiday, as defined in this Article, shall be given one-half (.5) hour of pay for each hour worked on the recognized holiday. Also, if an employee works one (1) or more hours above his/her scheduled shift, on any holiday covered by this agreement, said employee shall receive an additional two (2) hours of straight time pay.**

### Section 4

Each employee governed by this Agreement shall be paid, as holiday incentive pay, the sums indicated below, in eleven (11) equal payments payable in the month and on the day of the Holiday. A newly hired employee must be employed for at least one half (1/2) of the contract year to receive payment for that year under the provisions of this article.

Detectives shall have the holidays off with pay except that the Chief or Assistant Chief shall have the discretion to assign detectives to work on a holiday as needed.

Civil Service Employees	\$900.00
Detectives	\$960.00

**ARTICLE 15**  
**MILEAGE**

Each employee governed by this Agreement shall receive compensation for use of a personal vehicle, based upon the most recent mileage resolution passed by the City Council of the City of Keokuk.

**ARTICLE 16**  
**CLASSES OF PATROLMEN**

A Patrolman 1st Class shall be a Police Officer who has completed three (3) years of service as a patrolman.

A Patrolman 2nd Class is a Police Officer who has completed two (2) years of service.

A Patrolman 3rd Class is a Police Officer who has successfully completed twelve (12) consecutive months of continuous service.

A Probationary Police Officer is a Police Officer working the first twelve (12) months as an employee. During the probationary period, such Police Officer may be removed or discharged from such position, without cause or the right to grievance.

**ARTICLE 17**  
**JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE**

It is the desire of the Employer and the Union to maintain the highest standard of health and safety in the Police Department, in order to eliminate as much, as reasonably practicable, accidents, deaths, injuries and illnesses in police service.

The Employer and the Union shall each appoint three (3) members to the Joint Occupational Safety and Health Committee. The Committee shall meet at such times, as either its members, the Union or the Employer shall request, but in no case, less than once during each contract year. The Committee shall, upon its own motion, or at the request of the Employer or Union, inspect the Police Department facilities to detect hazardous physical conditions or procedures related 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 this Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions within or relating to the Police Department.

Records of all accidents, injuries or illnesses shall be maintained by the City of Keokuk 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 Chapter 88 of the Code, or by the United States, under the 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. Failure to adhere to a recommendation is not grievable.

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.

## **ARTICLE 18** **VESTED RETIREMENT**

In the event, a civil service employee of the City of Keokuk, takes a vested retirement, the employee shall be entitled to a maximum of thirty-three and one-third percent (33-1/3%) of unused sick leave, as severance pay, up to a maximum of 344 hours.

## **ARTICLE 19** **PHYSICAL FITNESS**

### **Section 1**

The City shall provide each employee covered by this Agreement, a single membership in the Hoemer Y Civic Center or other fitness center approved by the Chief of Police (up to the costs of a single annual membership to the Hoemer 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.

### **Section 2**

The City shall conduct drug and alcohol testing, including random testing, pursuant to state and federal laws.

**ARTICLE 20**  
**PERSONAL LEAVE**

**Section 1**

Each union employee shall be allowed thirty-six (36) hours personal leave per year. These personal leave hours shall be in addition to any other days off provided in this Agreement. An employee must give forty-eight (48) hours notice to his or her supervisor, before taking a personal leave day (the employee's supervisor may waive this requirement). An employee taking a personal leave hours, shall receive one (1) hour pay at his or her regular rate for each personal leave hour taken. In the event, requests for personal leave will reduce the number of employees in the Department to levels below minimum manning requirements, personal leave on the day requested may be refused. In the event of conflicts in personal leave requests, the employee with seniority will be given preference.

A new union employee hired between July and October will be granted thirty-six (36) hours personal leave; if hired between November and February they will be granted twenty-four (24) hours personal leave; of hired between March and June they will be granted twelve (12) hours of personal leave to be taken by the end of the fiscal year. Personal leave shall not be carried over beyond the end of the fiscal year ending June 30<sup>th</sup> of each year.

**Section 2**

Each employee covered by this agreement shall be given his or her birthday as an additional day off with pay. If an employee's birthday falls on a day the employee is not scheduled to work, or on a holiday, then the employee shall be granted the next available day, as designated by the Chief of Police, as said day off.

**ARTICLE 21**  
**DEFINITION OF YEAR**

When the term "year" is used in this contract, it shall mean the period from July 1, through the next succeeding June 30.

**ARTICLE 22**  
**DURATION OF AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day  
Of \_\_\_\_\_, A.D. **2020**, by and between the undersigned. City of Keokuk, Iowa  
and the Keokuk Police Bargaining Unit.

This agreement shall be in full force and effect from **July 1, 2020**, through and including **June 30, 2024**.

**THE CITY OF KEOKUK, IOWA**

**KEOKUK POLICE BARGAINING UNIT**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Business Agent

Attest: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_



TO: Mayor and Council  
FROM: Cole S. O'Donnell  
DATE: April 2, 2020  
RE: Committee Nominations

**Second 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

**Final Report on Nominations (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



TO: Mayor and City Council  
FROM: Cole S. O'Donnell  
DATE: March 30, 2020  
RE: Administrator's Report

1. COVID-19: Questions we have been asked:
  - a. Will city employees work from home?
    - i. Unless Governor Reynolds issues a shelter in place order, city employees will continue to come to work. The office space at 601 Main provides ample social separation and disinfection practices are in place. For departments not in the office, we continue normal operations with adjustments for social distancing and disinfection protocols.
  - b. Are we stopping people from being in the parks in large social groups and prohibit use of playground equipment?
    - i. That is a policy question for the city council. At this time, there have not been any reported cases in Lee County and surrounding counties have either none or one. Should Lee county have a confirmed case, I would suggest additional social distancing measures.
  - c. How will our finances be affected?
    - i. Burlington's City Manager is projecting a 20% drop in hotel/motel revenues and \$40,000 a month in gambling revenues. In addition, sales tax collections will be severely impacted, and we expect Road Use Tax to also be reduced. As such, I have instructed staff to cease all capital projects and purchases fund by the General Fund unless they are already at a point of no return or have additional funding to net zero the cost. We are also delaying the Rand Park Tunnel project as taking on the debt of this project would be unadvisable at this time. Projects funded by proceeds of debt are also being delayed as the municipal bond market dried up.
2. COVID-19 Part 2: We have had one employee self-quarantine for one week due to cold like symptoms. They have returned to work. Two other employees are out either with symptoms or caring for someone with symptoms. In both cases, we are having them self-quarantine for at least seven days pending tests. Should the test come back positive, they will be off a mandatory fourteen days. In accordance with COVID-19 legislation, the employee must use sick leave or vacation for the first ten workdays. Any days after that, we are required to pay at least 2/3 of their normal wage with the employee allowed to make up the other 1/3 with leave time. Council can direct staff to pay 100% of COVID-19 related leave.

With these possible cases, and perhaps others within the community, we need to consider changes in work procedures and community social distancing policies. We have not been

**Cole S. O'Donnell · City Administrator**  
**601 Main St, Suite 3, Keokuk, IA 52632**  
**(319)524-2050 x 111 · [codonnell@cityofkeokuk.org](mailto:codonnell@cityofkeokuk.org)**

strictly enforcing the ten-person gathering protocol. Several large groups of youths have congregated at parks for pick up games and young children have been using playground equipment. We should consider taking action to limit these activities.

3. Fire at 5<sup>th</sup> and High: Sunday we had a structure fire at 5<sup>th</sup> and High. The house is a total loss and damage so severe that we could not allow fire fighters into the building. As the possibility of collapse was high and to allow our fire fighters to examine debris, I ordered the removal of the building immediately. We contracted with Lewis Excavating on a time and materials contract for removal. We will either place a lean on the lot or move to condemn the lot.
4. 212 Des Moines: The Bridge Department is moving into 212 Des Moines St. This will take a few days to get in and get settled. Once in, Parks, Cemetery, and Bridge personnel will meet there to begin and end the day allowing for better coordination and assignment of work.

