

AGENDA
COUNCIL WORKSHOP
November 4, 2021
5:30 P.M.

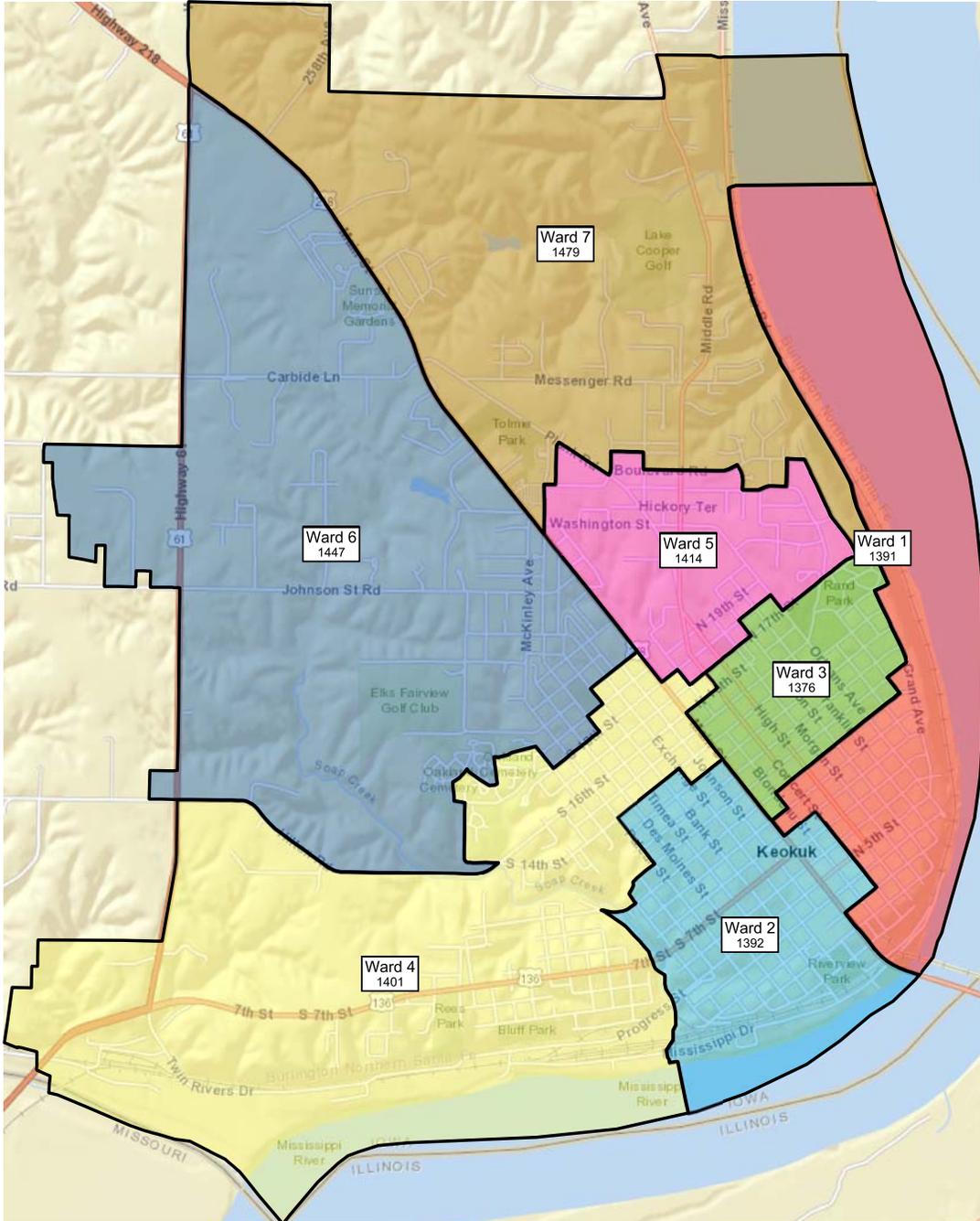
- (1) Discussion on Redistricting.
- (2) Discussion on General Fund/Franchise Fees.
- (3) Review council meeting agenda.

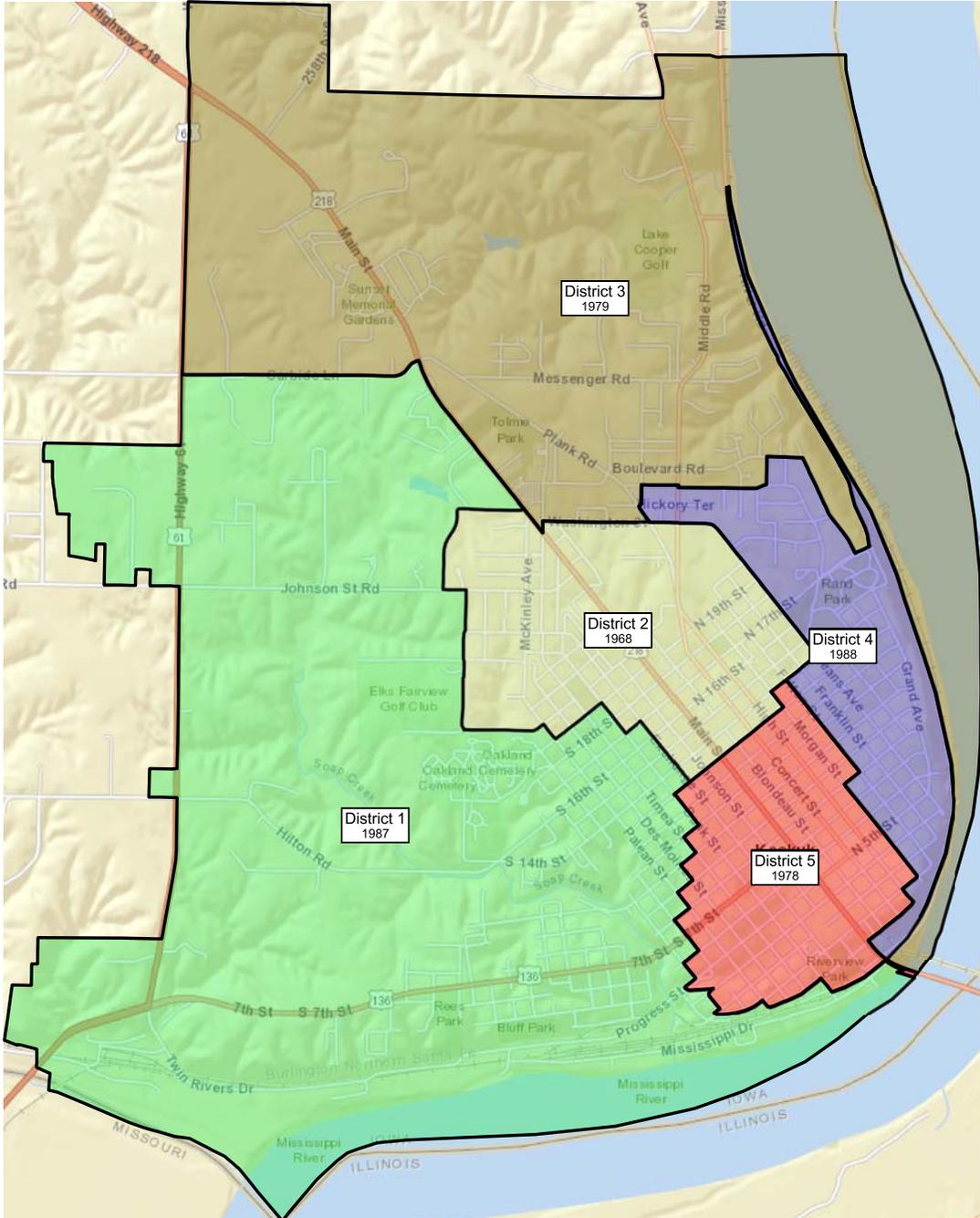


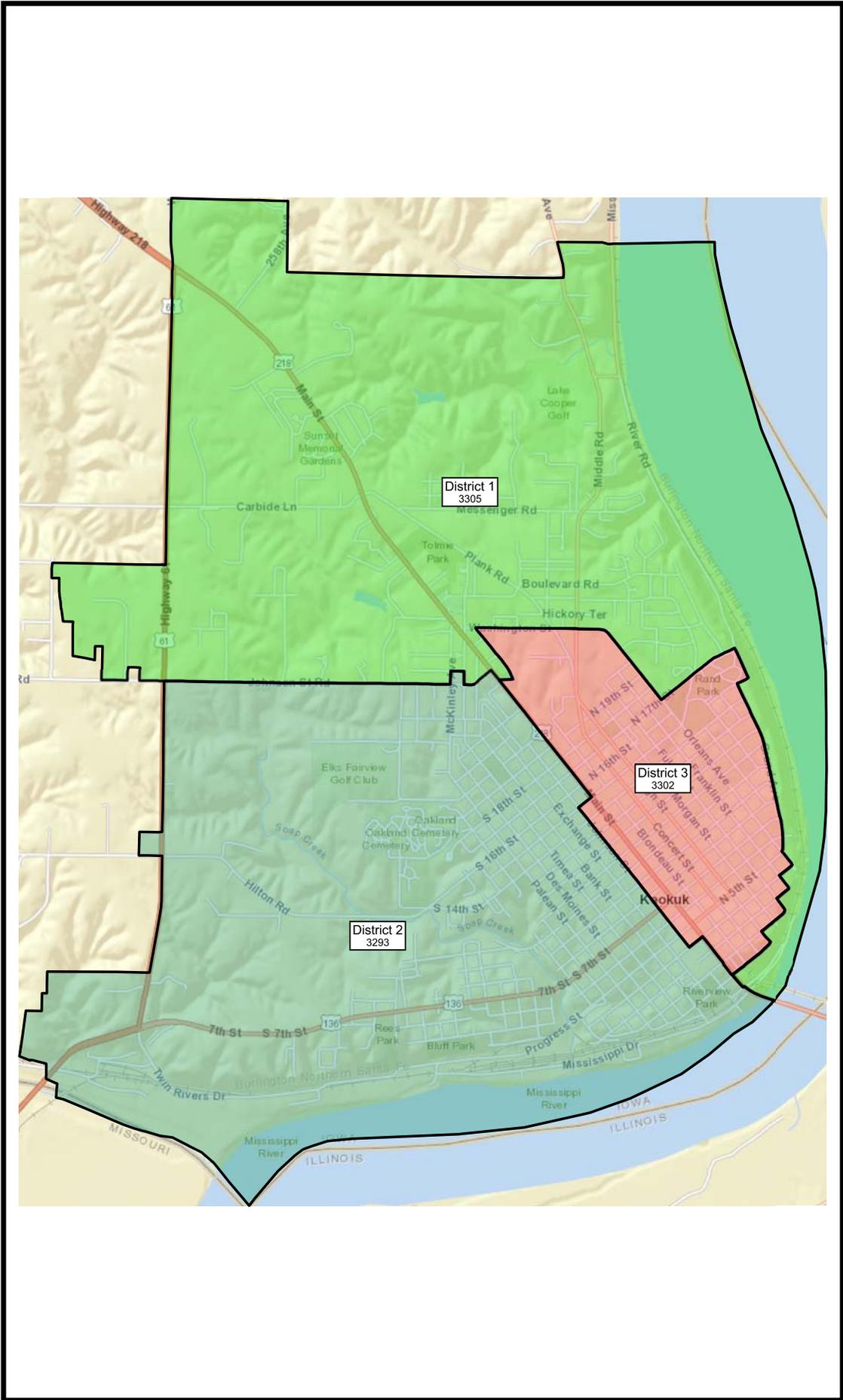
TO: Mayor and Council
FROM: Cole S. O'Donnell
DATE: November 1, 2021
RE: Redistricting

During the work session of October 7th, Council requested that staff provide an example of what five city wards would look like. Attached are two maps, one with five wards and one with three wards. Other than each ward is now larger than the current seven wards, the largest difference is the smaller difference in populations between wards. Under the proposed changes to the seven wards, the difference ranges from -38 to +65 from the target population of 1414. That's an average of 25.8 difference per ward. All deviations are within the allowable 10%.

In the five-ward model, the differences range between -12 and +8 with an average of 6 and a target population of 1,980. The three-ward model has a range of -7 to +5 with an average of 4.6 and a target of 3,300. Staff must point out that drawing the districts from scratch allowed moving blocks in and out of districts easier to achieve a lower deviation. However, it can be said that fewer districts would allow similar ease when populations shift with less disconnect between ward boundaries.







District 1
3305

District 2
3293

District 3
3302



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: November 2, 2021

RE: General Fund

Item 1:

After discussions with several of our industries, I was going to recommend a change in the electric franchise fee rates. This was based on two industries paying ninety (90%) of the fee for industrial customers. My recommendation would be to lower the industrial rate to one percent (1%) and increase the residential and commercial rates to three- and one-half percent (3.5%). Doing so would have given us an estimated revenue of \$730,000 as opposed to \$760,000 at a straight two percent (2%). Additionally, I would recommend locking the rates for five years.

Based on this proposal, I sent a request to Alliant Energy to modify the franchise ordinance accordingly. The response from Alliant was that their billing system cannot apply different rates for franchise fees for different customer classes. We would need a flat fee across all classes for Alliant to apply to customers' bills. Additionally, we were told that the cost for Alliant to add this function to their system would be in the millions of dollars.

As I found this to be inconceivable considering I have worked with billing systems throughout my career and even the simplest system allowed different rates for different customer classes. Therefore, I pressed the issue with Alliant. They have received similar requests from other cities and are willing to implement the changes in their billing software. However, the timeline given to me at the time of this memo is six to nine months.

It should be noted that Liberty Utilities has the ability to apply different rates to different class of customers. In fact, the company mentioned that ability during my discussions with them. I have also not encountered this problem with the other provider I worked with previously.

This leaves the council with the following options:

1. Delay implementing the electric franchise until January 2023. The Council could cover the reduction in expected revenues through ARPA funds. The formula included in the Act would allow sufficient allocation of funds due to loss of income.
2. Implement the electric franchise fee at one- and one-half percent (1.5%) for all classes and adjust according for January 2023. This would reduce expected revenues by \$160,000, but could be covered by ARPA funds.
3. Implement the franchise fee for all classes at two percent (2%) and adjust accordingly for January 2023.
4. Implement the two percent (2%) for all classes with no future adjustments.

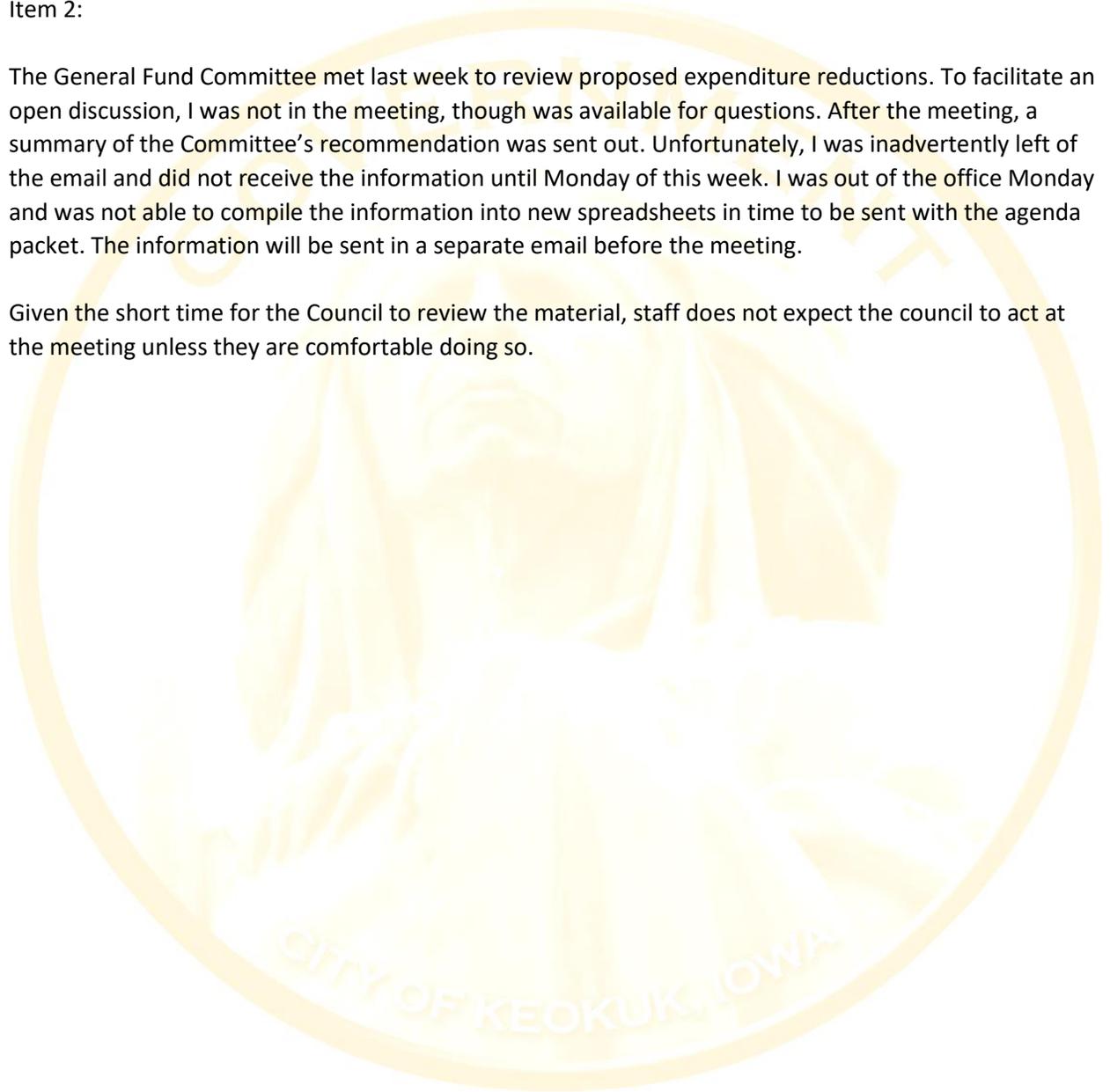
With Options 1-3, no lock in term would be applied until January 2023. If the Council chooses Option 4, I would recommend locking the rate for at least five years and consider a ten-year lock in.

In regard to the gas franchise, I recommend moving forward with a two percent (2%) fee for all classes starting January 1, 2022 with the five-year lock in.

Item 2:

The General Fund Committee met last week to review proposed expenditure reductions. To facilitate an open discussion, I was not in the meeting, though was available for questions. After the meeting, a summary of the Committee's recommendation was sent out. Unfortunately, I was inadvertently left of the email and did not receive the information until Monday of this week. I was out of the office Monday and was not able to compile the information into new spreadsheets in time to be sent with the agenda packet. The information will be sent in a separate email before the meeting.

Given the short time for the Council to review the material, staff does not expect the council to act at the meeting unless they are comfortable doing so.



AGENDA
CITY COUNCIL MEETING
November 4, 2021
501 Main 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 Safety Committee meeting of October 19, 2021;
 - Minutes of the Council Workshop & Regular City Council meeting of October 21, 2021 (note a correction, votes should be 8 Ayes, 0 Nays, & 1 Absent, due to Marsden leaving during citizen's request);
 - Minutes of the Keokuk Civil Service Commission meeting of October 25, 2021;
 - Keokuk Civil Service Commission Certified list for the Keokuk Police Department;
 - Resolution approving a Liquor License for Dr. Get Wells Bar & Grill, 1100 Main Street, effective November 24, 2021 – Class C Liquor License with Sunday Sales;
 - Motion to pay bills and transfers listed in Register No.'s 5238-5240

Old Business:

7. Motion to remove from table an Ordinance repealing Ordinance No. 1998, and granting to Midstates Natural Gas, its successors, and assigns, a non-exclusive twenty-year franchise to acquire, construct, erect, maintain and operate a natural gas utility in the City of Keokuk, Iowa and to furnish and sell natural gas to the city and its inhabitants, and requiring said company to pay a franchise fee to the City.
8. Motion to remove from table an Ordinance repealing Ordinance No. 1830, and granting to Interstate Power and Light Company, its successors, and assigns, a non-exclusive twenty-five-year franchise to acquire, construct, erect, maintain and operate an electric system in the City of Keokuk, Iowa and to furnish and sell electric energy to the City and its inhabitants, and requiring said company to pay a franchise fee to the City.
9. Motion to remove from table accepting the reductions as proposed or provide staff with further direction on possible reductions.

New Business:

10. Consider resolution approving a contract with Pierce Fence Company of Ottumwa, Iowa in the amount of \$26,900.00 for the Riverview Dog Park Fence Project.
11. Consider resolution approving contract for service with Southeast Iowa Regional Planning Commission for the River Front Trails Grant.
12. Consider resolution approving Street Financial Report for Fiscal Year ending June 30, 2021.
13. Motion to approve the hiring of two Police Officers at the Keokuk Police Department.
14. Boards & Commissions.
15. Staff Reports:
16. New Business:
17. Adjourn meeting.

CITY OF KEOKUK
SAFETY COMMITTEE MEETING MINUTES
Tuesday, October 19, 2021
8:30AM

Meeting called to order at 8:31 am.

In Attendance: Ludwig, Helenthal, Bryant, Maerz, Mortimer, Masterson, El Anfaoui, Reiter.

Masterson read the minutes from the September meeting.

Motion to approve the minutes as read by Ludwig, second by Helenthal Approved.

OLD BUSINESS:

Follow up on items:

- Adopt a Safety Manual – Still in progress.
- New Employee Training – Helenthal says we do have access to the website, and we need to get Dalton Benner schedule for his training.
- Emergency Plans (in progress) – Ott not present for update.
- SDS Sheets – We have received some inventories from department managers. Helenthal discussed we can divide the cost between all the public works departments to pay for the website subscription for SDS sheets. Cost ranges from \$100 to up \$500 per year for access.
- Electrical panels needing labels – identify & label. Each department is working on this, and the Office will also need this done.
- Pump House at WPC needs an Arc Flash Study - Helenthal has a price on it. Still in progress.
- More Training -We do have access to website for these below. We need to set up a place and time for the employees to access the training on a computer or laptop.
 - Slips, Trips and Falls (currently our #1 issue)
 - Poison Plants/Insects
 - Lifting/Back Injuries

NEW BUSINESS

Sanitation is requesting back up cameras on three of their 1-ton trucks.

Monthly Safety audit forms were sent out to all departments last week for the fourth quarter. I have received the Sewer, Sanitation, Bridge, Park and Street and Vehicle Maintenance forms.

October was training for Respiratory Safety. November is the Lead and Asbestos Awareness training.

Nov. – Lead and Asbestos Awareness

Dec. – Bloodborne Pathogens

We will follow SCC policy for COVID-19 situation. They are no longer doing screenings before training meetings but ask that the unvaccinated to wear a mask.

I will be meeting with Beth Nickel on Tuesday, October 19th to discuss the 2022 calendar year for Safety Training at SCC. Robert Helenthal is invited to attend this meeting.

-Over-

No “near miss” items that need attention were reported.

There were no Company Nurse reports.

Set the date of November 16, 2021, for the next meeting.

There being no further business, Helenthal made a motion to adjourn, second by Mortimer. Meeting adjourned at 8:45 am.

Respectfully submitted by Shannon Masterson.

**MEETING MINUTES
COUNCIL WORKSHOP
OCTOBER 21, 2021
5:30 p.m.**

PRESENT: Richardson, O'Connor, Altheide, Garcia, Dade, Helenthal, Andrews, Marsden, Bryant, Dunek (5:33 p.m.).

STAFF PRESENT: O'Donnell, Ludwig, Broomhall, Weis, Rose, Clark, Helenthal, Dave Hinton, and Tom Wills as well as other city employees.

- 1) O'Donnell gave an overview of redistricting the wards in Keokuk. O'Donnell presented a current map with 7 wards and the possible redistricting of those 7 wards following the 2020 census. He has been asked by the Lee County Auditor to consider reducing the number of wards. He will create a model with 5 wards and present this at a future meeting. Discussion followed.
- 2) Reviewed Council Agenda.
- 3) Adjourn at 6:04 p.m.

MINUTES
CITY COUNCIL MEETING
October 21, 2021
501 Main Street
6:30 P.M.

The City Council of the City of Keokuk met in regular session on October 21, 2021 at 501 Main 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, Roslyn Garcia (left prior to staff reports), Devon Dade, John Helenthal, Steve Andrews, Linda Marsden (left at 6:58 p.m.), Roger Bryant, and Susan Dunek were present. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Jean Ludwig, Public Works Director Robert Helenthal, Community Development Director Pam Broomhall, Bridge, Park, Cemetery and Sanitation Manager Bob Weis, Sewer Manager Michael Clark, Police Chief Dave Hinton, Fire Chief Gabe Rose, as well as other personnel.

MAYOR CORRESPONDENCE: Recognized Dave Johnson's retirement from Sanitation Department, effective Oct 29, 2021. Mayor gave comments on current budget deficit.

CITIZEN'S REQUEST: Tony and Marty Fox of Decker Manufacturing commented on franchise fees and relationships with the city. Brad Schreck and Kathy Marion commented on noise pollution. Teresa Murray asked about cost savings of redistricting. Drake Custer spoke in favor of franchise fees, he commented cuts to city services may result if fees are not approved. City employee John Reiter asked for a review of his duties before eliminating his position. Andy Whitaker has questions regarding 2019 audit report. Nancy Symmonds inquired about educating the public regarding city finances.

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

- Minutes of the Council Workshop & Regular City Council meeting of October 7, 2021;
- Cash Receipts & Treasurer's Report for September 2021;
- Special Event Permit, Keokuk Economic Development Corporation, Live After 5 Networking Event, will be offering alcohol (does not require a liquor license), Thursday, October 28, 2021 from 4-8 p.m. to be held at SE Iowa Development Center, 1417 Exchange Street;
- Motion to pay bills and transfers listed in Register No.'s 5235-5237;

Old Business:

No motion to remove from table an Ordinance repealing Ordinance No. 1998, and granting to Midstates Natural Gas, its successors, and assigns, a non-exclusive twenty-year franchise to acquire, construct, erect, maintain and operate a natural gas utility in the City of Keokuk, Iowa and to furnish and sell natural gas to the city and its inhabitants, and requiring said company to pay a franchise fee to the City.

No motion to remove from table an Ordinance repealing Ordinance No. 1830, and granting to Interstate Power and Light Company, its successors, and assigns, a non-exclusive twenty-five-year franchise to acquire, construct, erect, maintain and operate an electric system in the City of Keokuk, Iowa and to furnish and sell electric energy to the City and its inhabitants, and requiring said company to pay a franchise fee to the City.

New Business:

Motion to table by Andrews, second by Garcia the reductions as proposed or provide staff with further direction on possible reductions. (8) AYES, (0) NAYS. Motion carried.

Motion made by O'Connor, second by Helenthal to approve the following proposed **RESOLUTION NO. 309-21:** "A RESOLUTION SETTING A PUBLIC HEARING AND FIXING A DATE ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$ 5,000,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES OF THE CITY OF KEOKUK, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSE), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF." (8) AYES, (0) NAYS. Motion carried.

Motion made by Dade, second by Bryant to approve the following proposed **RESOLUTION NO. 310-21:** "A RESOLUTION APPROVING THE 2020-2021 ANNAUL FINANCE REPORT." (8) AYES, (0) NAYS. Motion carried.

BOARDS & COMMISSIONS: Grand Theater Commission final notification: Bob Soule, Jim Wolff, and Kathy Joyce, three-year terms to expire 11/5/2024. Park and Recreation Advisory Board final notification: Peg Vermillion and Richard Moore, three-year terms to expire 11/2/2024. Motion made by Helenthal, second by Dunek to approve appointments. (8) AYES, (0) NAYS. Motion carried.

Motion to approve resignation of Diane Bramhall McWilliams from City Planning Commission, term to expire 5/14/2023. Motion to approve by Garcia, second by Helenthal. (8) AYES (0) NAYS. Motion carried.

Rand Park Pavilion Commission second notification: Kimberly Buerklin, term to expire 10/22/2025. Joe Morgan fulfilling the unexpired term of Michael Albright, term to expire 10/22/2023 (no votes required).

STAFF REPORTS: : Community Development Director Broomhall reported on demolition of 422 Main Street. O'Donnell reported on City Hall project including the roof, Per Mar alarm system and covid policy.

There being no further business, Mayor Richardson adjourned the meeting at 7:38 p.m.

CITY OF KEOKUK

CIVIL SERVICE COMMISSION

OCTOBER 25, 2021

The Keokuk Civil Service Commission met at 7:10 AM on October 25th, 2021, at Keokuk High School. The purpose of the meeting was to certify entry level test results. The test took place at Keokuk High School on October 23rd, 2021. Two candidates passed the physical test and used previous passing scores for the written test. A third candidate passed the physical test but failed the written test.

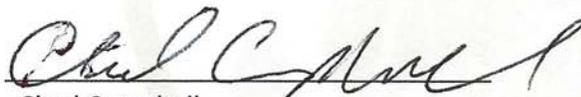
We hereby certify the following candidates for consideration by the Keokuk Police Department:

Jonathan Lefler
Nicholas Smidt

Nathanial Vinson did not receive a passing written score.

Respectfully submitted by:


Dan Tillman


Chad Campbell

**CITY OF KEOKUK
CIVIL SERVICE COMMISSION**

OCTOBER 23, 2021

As a result of Civil Service testing held October 23, 2021 at Keokuk Senior High School, the Civil Service Commission hereby submits the following list of candidates to the Mayor and City Council for consideration by the Keokuk Police Department.

JONATHAN LEFLER
NICHOLAS SMIDT

Dated at Keokuk, Iowa this 25th day of October 2021.



By Dan Tillman
Civil Service Commission

RESOLUTION NO.

WHEREAS, Application has been made by Get Wells Corporation for a Class C Liquor License for Dr Get Wells Bar & Grill, 1100 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, Get Wells Corporation has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Liquor License with Sunday Sales for Dr Get Wells Bar & Grill, 1100 Main Street, effective November 24, 2021, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 4th day of November, 2021.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
THOMAS L. RICHARDSON, MAYOR

ATTEST: _____
JEAN LUDWIG, CITY CLERK

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF NOVEMBER 4, 2021.

REGISTER NO. 5238

BEARING HEADQUARTERS CO.	PARTS	\$ 241.92
GRAY QUARRIES, INC	ROADROCK	\$ 2,012.67
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 200.65
J & S ELECTRONICS BUSINESS, INC	MAINTENANCE AGREEMENT	\$ 213.43
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 181.35
IDEAL READY MIX COMPANY, INC	SAND/CONCRETE	\$ 1,533.71
MEYERS DRIVEWAY & SEPTIC TANK	BORE LINE RAND PARK	\$ 400.00
TASKE FORCE, INC.	TEMPORARY HELP	\$ 2,820.00
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 1,045.62
MCFARLAND-SWAN OFFICE CITY	DEPOT SUPPLIES	\$ 106.68
ALLIANT	ELECTRIC BILL	\$ 13,434.83
HACH COMPANY	LAB SUPPLIES	\$ 800.87
CENTURY LINK	SERVICE	\$ 262.05
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 9,437.66
AIRGAS USA, LLC	SEWER SUPPLIES	\$ 5.69
LEE COUNTY RECORDER/REGISTRAR	DOCUMENT RECORDING	\$ 22.00
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 86.75
MEYERS PLUMBING	SERVICE CALL @ LIBRARY	\$ 45.00
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 505.50
GENERAL TRAFFIC CONTROLS, INC.	TRAFFIC LIGHT EQUIPMENT	\$ 3,420.00
GATE CITY SEED COMPANY	SUPPLIES	\$ 59.94
ENDERLE HEATING & A/C COMPANY	REPAIRS @ LIBRARY	\$ 3,294.02
W. L. MILLER COMPANY	STREET DEPT MATERIALS	\$ 17,091.80
HY-VEE, INC.	SUPPLIES	\$ 285.89
JUNIOR LIBRARY GUILD	LIBRARY BOOKS	\$ 202.86
HOERNER YMCA	POOL OPERATIONS	\$ 12,718.78
RAIRDEN AUTO SALVAGE AND	TOWING SERVICE	\$ 50.00
NBS CALIBRATIONS	LAB SUPPLIES @ WPC	\$ 182.50
NORTH CENTRAL LABORATORIES	LAB SUPPLIES	\$ 460.39
KNAPHEIDE TRUCK EQ CENTER	PARTS/FREIGHT	\$ 1,681.04
TERMINAL SUPPLY CO.	PARTS/SUPPLIES	\$ 33.40
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 333.19
JAMES K. NEFF	LABOR/MATERIAL @ BRIDGE	\$ 1,208.34
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 864.47
CAPITAL ONE	SUPPLIES	\$ 522.21
DES MOINES STAMP MANUFACTURING	STAMP	\$ 81.00
BNSF RAILWAY COMPANY	LAND LEASE SANITARY SEWER LINE	\$ 1,371.87
POLYDYNE, INC.	POLYMER - WPC	\$ 5,237.56
SYNCB/AMAZON	LIBRARY SUPPLIES	\$ 128.19
EMC NATIONAL LIFE COMPANY	INSURANCE PREMIUM	\$ 1,045.17
MEDIACOM	SERVICE	\$ 614.70

REGISTER NO. 5239

ELECTRONIC ENGINEERING	SERVICE CALL @ POLICE DEPT	\$ 995.75
COMPASS MINERALS AMERICA	SNOW REMOVAL MATERIALS	\$ 18,082.63
WEF	WPC MEMBERSHIP	\$ 160.00
IMI EQUIPMENT, LLC	PARTS	\$ 1,577.62
VISA	POLICE DEPT SUPPLIES	\$ 8,068.44
QC ANALYTICAL SERVICES, LLC	WPC BIOSOLIDS	\$ 455.00
RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 14.90
BRITE-WAY WINDOW SERVICE	SERVICE KEOKUK PUBLIC LIBRARY	\$ 16.00
SOUTHEAST IOWA REGIONAL	RTA AGREEMENT	\$ 2,125.00
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$ 236.00
HANNIBAL CONCRETE PRODUCTS CO.	AIRPORT STORM SHELTER	\$ 3,695.00
FRESE ORNAMENTAL NURSERY, INC.	PARK TREES	\$ 2,918.30
MACQUEEN EQUIPMENT, INC.	PARTS/FREIGHT	\$ 251.55
TWO RIVERS VETERINARY CENTER	ANIMAL SERVICES	\$ 501.50
WEST CENTRAL FS INC.	BULK FUEL	\$ 21,196.25
KLINGNER & ASSOCIATES, P.C.	LANDFILL MONITORING	\$ 1,602.50
IOWA DOT	RECERTIFICATION	\$ 120.00
ANC PEST SOLUTIONS INC.	KEOKUK PUBLIC LIBRARY	\$ 150.00
RYAN BELL	REIMBURSE TRAVEL EXPENSE	\$ 69.00
STEVE CELANIA	REIMBURSE DEPOT PURCHASES	\$ 147.97
RNJ'S DISTRIBUTION INC.	CREDIT MEMO	\$ (30.50)
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 351.05
DOUG SEABOLD	TOOL ALLOWANCE	\$ 56.22
WhenToWork, Inc.	LIBRARY ONLINE SCHEDULING	\$ 100.00
DIANNE STANLEY	GRAND MANAGER FEE/REIMBURSE	\$ 467.90
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$ 145.00
THACHER TREE CARE	TREE REMOVAL OAKLAND CEMETERY	\$ 900.00
KIESLER'S POLICE SUPPLY, INC.	POLICE DEPT EQUIPMENT/MATERIAL	\$ 13,013.00
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 36.11
VISA	CARD SERVICES	\$ 4,141.86
ICONNECTYOU	SERVICE	\$ 427.43
FP MAILING SOLUTIONS	LIBRARY POSTAGE METER SUPPLIES	\$ 295.50
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 126.00
BODY TECH INC.	POLICE VEHICLE DEDUCTIBLE	\$ 500.00
KEOKUK BROADCASTING, INC.	ADVERTISING	\$ 300.00
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 6,437.26
JOSEPH FIERCE	GRAND THEATER JANITORIAL	\$ 306.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
WAYGOOD PRODUCTIONS LLC	DEPOT CONCERT BY SWITCHBACK	\$ 750.00
SANDRA SEABOLD	REIMBURSE DEPOT EXPENSES	\$ 93.05
IOWA ONE CALL	ONE CALL SERVICES	\$ 193.00
HORIZON ARCHITECTURE	PROFESSIONAL SERVICES	\$ 2,400.00
ADVANTAGE ARCHIVES, LLC	LIBRARY SUBSCRIPTION	\$ 1,075.00
MCCLURE ENGINEERING CO	PROFESSIONAL SERVICES	\$ 9,357.50
CARRIE MILLER	PORTABLE TOILET RENTAL	\$ 1,130.00

REGISTER NO. 5240

ASCENT AVIATION GROUP INC	AIRPORT FUEL	\$ 21,108.33
LIVE VOICE	ANSWERING SERVICE	\$ 376.73
MOBILE BEACON	LIBRARY SERVICES	\$ 840.00
SEALMASTER-ST. LOUIS	STREET DEPT MATERIALS/SUPPLIES	\$ 4,880.00
DRAKE HARDWARE & SOFTWARE	MATERIALS/LABOR EXCHANGE ST	\$ 5,313.25
BLESSING HEALTH KEOKUK CLINIC	COVID TESTING	\$ 85.00
		\$ 223,796.15



COUNCIL ACTION FORM

Date: November 4, 2021

Presented By: O'Donnell

Subject: Gas Franchise Ordinance Agenda Item: _____

Description:

After discussions with local industries, staff is recommending that the ordinance be amended as follows:

Sec. 3, Paragraph 3: Notwithstanding the above, the City shall not initiate any amendment of the franchise fee until January 1, 2027.

This amendment locks the franchise fees at 2% for all user classes.

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: _____

**CITY OF KEOKUK, IOWA
NATURAL GAS FRANCHISE**

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 1998, AND GRANTING TO MIDSTATES NATURAL GAS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE A NATURAL GAS UTILITY IN THE CITY OF KEOKUK, IOWA AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Keokuk, Lee County, Iowa, hereinafter referred to as the "City":

SECTION 1. FRANCHISE GRANTED. There is hereby granted to Liberty Utilities (Midstates Natural Gas) Corp. hereinafter called the "Company," and its successors and assigns, the nonexclusive right and franchise to acquire, construct, erect, maintain, and operate in the City a system for the transmission and distribution of natural gas along, under, over, and upon the streets, avenues, alleys, and public places to serve customers within and outside the City, and to furnish and sell natural gas to the City and its inhabitants (the "Franchise"). This Franchise grants no rights for communications signals other than signals necessary for the operation and maintenance of the Company's natural gas system described herein. Pursuant to Section 364.2(4)(e) of the Code of Iowa, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa, as subsequently amended or changed.

SECTION 2. TERM OF FRANCHISE. This Franchise shall remain in effect for a period of twenty (20) years after the effective date of the ordinance codified in this chapter. Either party may request amendments to the Franchise during only either the 10th or 15th years of the Franchise by providing to the other party written notice of the desire to amend said Franchise. Such notice shall be given during the 10th or 15th year of the Franchise, but at least one hundred and eighty (180) days prior to the expiration of the 10th or 15th year of the Franchise. If the parties are unable to agree to amend this Franchise within ninety (90) days after such notice is given, either party may terminate this Franchise. Failure to amend or terminate the Franchise during the 10th year of the Franchise does not render invalid a party's option to amend or terminate the Franchise during the 15th year of the Franchise.

SECTION 3. FRANCHISE FEE. The Company shall pay to the City a sum equal to two percent (2%) of its gross revenue from the sale of natural gas to consumers in the City, and of transportation or distribution fees charged to other gas suppliers using the gas distributions lines of the Company lying inside the City, excluding any revenue derived from service supplied to the City (the "Franchise Fee"). For purposes of this Section, "gross revenue" shall mean actual revenue received and collected from consumers by the Company. Said sums shall be payable on or before the 25th day of each month on the basis of the preceding month's

gross revenue. The City shall have the right to inspect the Company's book and records during normal business hours in the Company's corporate headquarters, or to make reasonable requests for copies of records to be transmitted to the City in order to verify compliance with this section. The City shall inform the Company of any changes in the boundaries of the City's limits.

This Franchise Fee shall begin on the first day of January following passage of this Franchise. The amount of the Franchise Fee may be amended by the City upon request, notwithstanding the requirements of Section 2 of this Franchise. To amend the Franchise Fee, the City shall provide at least one hundred and eighty (180) days written notice to the Company of the City's intent to amend the Franchise Fee. Any amendment to the Franchise Fee shall become effective on the first day of January following the City's amendment of this Franchise. The City shall comply with the requirements of 364.2(4)(f) of the Code of Iowa regarding the assessment and/or amendment of a Franchise Fee.

Notwithstanding the above, the City shall not initiate any amendment of the franchise fee until January 1, 2027.

SECTION 4. REPRESENTATIONS OF COMPANY. The Company agrees to provide, construct, install, and maintain its entire system pursuant to Iowa Utilities Board rules and regulations in such condition that it will furnish safe, adequate, efficient, and continuous service. The Company's system shall be of sufficient capacity to supply all reasonable demands of the City and consumers within the City and to provide a reasonable reserve for emergencies.

All-natural gas service shall be supplied through a meter or other means that shall accurately measure the amount of natural gas supplied to a consumer. All gas pipes, mains, conduits, and other gas facilities shall be placed and maintained so as not to interfere unnecessarily with travel on the City's streets, alleys, and public places or with the proper use of the same, including ordinary drainage, or with the construction or use of the sewers, pipes, drains, and other property of the City, or the flow of water therefrom.

SECTION 5. LOCATION OF FACILITIES. The Company shall not locate any new natural gas mains, pipes, or conduits within the City in the public right-of-way without the prior approval of the City; however, the City shall not unreasonably withhold approval of Company's location of Company facilities within the public right-of-way. The City reserves to itself the power to impose reasonable regulations on the Company's use of streets. The City reserves the right, by resolution or otherwise, to designate the location of any new natural gas distribution facilities, which designation shall not conflict with Company's adherence to its design standards and such utility regulation as governs its construction of facilities. The City shall work with the Company to ensure, to the extent practicable, that the Company may locate its facilities in the least-cost manner consistent with its design standards and utility regulation and consistent with the City's desire to promote the public safety and welfare and protect public property. The Company shall, at its cost and expense, locate and relocate its installations in, on, over, or under any public street or alley in the City in such manner as the City may at any time reasonably require for the purposes of facilitating the construction,

reconstruction, maintenance, or repair of the street or alley or any public improvement of, in, or about any such street or alley or reasonably promoting the efficient operation of any such improvement.

SECTION 6. EXCAVATIONS AND OTHER WORK. In making excavations or performing other work in the City, the Company shall proceed with such work so as to cause the least possible inconvenience to the public. The Company shall properly protect, according to safety standards generally accepted at the time of placement, all excavations and obstructions by proper shoring, surface plates, barricades, warning lights, and such other or additional devices as circumstances may warrant. The Company shall provide the City with twenty-four (24) hours' notice to the City prior to commencing work that requires the excavation of the traveled portion of the streets, avenues, or alleys. Emergency repairs are exempted from this notification requirement. The Company shall notify the City of the emergency repair following the completion of said emergency repairs. If, in the opinion of the City's Public Works Department, such excavation or obstruction is not properly and safely protected, the City's Public Works Department shall notify the Company and the Company shall immediately comply with such reasonable instructions not in conflict with accepted utility safety rules and practices. Company excavations within the public rights-of-way, public areas, and private property within the City shall be refilled within a reasonable time thereafter consistent with accepted utility safety rules and practices. Pavements, sidewalks, curbs, gutters, vegetation, or landscape opened, disturbed, or damaged by the Company shall be promptly restored and replaced with like materials by the Company at its own expense and left in a condition as good as or better than before. In the event that the Company fails to comply with this section, the City may do such work as may be needed to properly prepare such pavements, sidewalks, curbs, gutters, vegetation, or landscape, and the cost of such repairs shall be repaid to the City by the Company.

SECTION 7. RATES. The Company shall supply natural gas to consumers within the City at just and reasonable rates. It is recognized that under the statutes of the State of Iowa, the Iowa Utilities Board of the Iowa Department of Commerce is vested with legal authority to supervise, fix, or change rates and charges authorized to be charged by the Company to natural gas consumers. In the event rates or charges in general, or any class or type of rate or charge shall, during the term of this Franchise, cease to be regulated by any State or federal agency, the City Council reserves the right to regulate such rates within the City with the costs of such regulation to be borne by the Company, as a part of the Company's cost of doing business and reflected in its rates.

SECTION 8. ANNUAL REPORT. Upon request by the City, the Company shall file with the City Council a true copy of the annual report of the Company pertaining to the operation or conduct of the business of the Company under this Franchise. The report may be the same as the Company shall have prepared for such year in the ordinary course of business of the Company and filed with the Iowa Utilities Board. In the event the City Council is authorized by State law and undertakes to regulate rates for service within the City, the Company shall provide all information necessary to permit the City Council to set just and reasonable rates.

SECTION 9. INSPECTION OF COMPANY FACILITIES. The Company shall inspect its

natural gas facilities used to provide natural gas service under this Franchise in compliance with standards established by federal and State laws, rules, and regulations. The replacement or repair of natural gas facilities resulting from these inspections shall be completed within a reasonable period of time thereafter. Hazardous conditions shall be corrected promptly.

SECTION 10. COMPLIANCE WITH CITY ORDINANCES. The Company shall at all times during the term of this Franchise conform with, submit to, and carry out the provisions of any and all valid ordinances in effect during the term of this Franchise, to the full extent allowed by law and to the extent such provisions are not in conflict with this Franchise: (i) relating to any person, firm, or corporation supplying and distributing natural gas to the City or consumers within the City that are now in force or may hereafter be lawfully enacted; (ii) relating to the use of City right-of-way; or (iii) relating to the City's exercise of its police or regulatory powers.

SECTION 11. FORFEITURE OF FRANCHISE; CURE OF DEFAULTS. The violation of any material portion of this Franchise by the Company or its successors or assigns, or its failure to promptly perform any of the provisions of this Franchise shall be cause for forfeiture of this Franchise and the termination of all rights under this Franchise. Such forfeiture shall be accomplished after written notice to the Company by the City, and a continuation of the violation failure, or default specified in the notice for at least sixty (60) days from the date the notice was served upon the Company. If either party determines that there is a default under this Franchise, the other party shall be given a written notice describing the default, stating whether a forfeiture or termination of the Franchise will be sought, and where the default is curable, providing a reasonable time to cure the default, which shall be not less than thirty (30) or more than one hundred eighty (180) days.

SECTION 12. RESERVATION OF HOME RULE POWERS. This Section is intended to be and shall be construed as consistent with the reservation of local authority contained in the Twenty-Fifth Amendment to the Iowa Constitution granting home rule powers to municipalities. To such end, any limitation on the power of the City is to be strictly construed, and the City reserves to itself the right to exercise all power and authority to regulate and control its local affairs, and all ordinances and regulations of the City shall be enforceable against the Company unless, and only to the extent, they are irreconcilable with any rights granted to the Company under this chapter.

SECTION 13. MAPS OF DISTRIBUTION SYSTEM. Upon reasonable request, Company shall provide to the City Engineer, on a project specific basis, information indicating the horizontal location, in compliance with One-Call regulation, relative to the boundaries of the right of-way, of all natural gas equipment which it owns or over which it has control and which is located in the project right-of-way. Project-specific mapping data shall be provided with the specificity and if reasonably possible in the format requested by the City Engineer. Mapping information provided to the City by the Company shall be for the exclusive use of the City in administering the use and occupancy of the public rights-of-way within the City and shall not be provided to or relied on by any person for any other purpose. At the request of the Company, any information requested with respect to the location or type of equipment the Company maintains or plans to install in the right-of-way that qualifies or is designated by the Company as proprietary information or as a trade-secret information under Chapter 550 of the Code of Iowa or qualifies to be kept confidential under Code of Iowa Section 22.1 et seq., shall be treated as confidential information or a trade secret and shall not be released to any party by the City.

SECTION 14. CUSTOMER SATISFACTION SURVEYS. At the request of the City, the Company shall provide the City with summaries of the findings of its annual and other periodic customer satisfaction surveys and research. The Company also agrees to respond promptly and fully to the City's concerns and questions about specific service quality and customer satisfaction matters as and when they are communicated to the Company.

SECTION 15. EXERCISE OF EMINENT DOMAIN POWERS. The Company shall have the power to condemn private property for the purpose of providing natural gas utilities to the extent necessary to serve a public use and in a reasonable relationship to an overall plan of transmitting or delivering natural gas in the public interest upon approval of the City Council. The Company must establish the necessity for each taking of private property, and when so established, the City Council may approve the condemnation of the private property by resolution. Any such exercise of the eminent domain powers shall be conducted in accordance with this Code of Ordinances.

SECTION 16. INDEMNITY. The Company shall indemnify and hold the City, and its officers, agents, and employees, free and harmless from any and all claims, demands, lawsuits, liability, and damages whatsoever, including all costs and expenses incident thereto, for any and all loss, damage, injury, or death caused or occasioned, in whole or in part, by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this Franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the negligence of the City, its officers, employees or agents.

SECTION 17. LEASE OR ASSIGNMENT OF FRANCHISE. This Franchise shall apply to, inure to, and bind the parties hereto and their successors.

Initial passage by the Council on the ____ day of _____, 2021.



COUNCIL ACTION FORM

Date: November 4, 2021

Presented By: O'Donnell

Subject: Electric Franchise Ordinance Agenda Item: _____

Description:

See attached memo as part of Council Work Session.

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: _____

**CITY OF KEOKUK, IOWA
ELECTRIC FRANCHISE**

ORDINANCE NO.

AN ORDINANCE REPEALING ORDINANCE NO. 1830, AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF KEOKUK, IOWA AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Keokuk, Lee County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks, or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous ten years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley, or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 6. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Board, as well as all applicable codes and standards referenced therein.

Section 7. During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Board regulatory standards for reliability.

Section 8. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 9. There is hereby imposed a franchise fee of two percent (2%) upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City, **excluding any revenue derived from service supplied to the City. For purposes of this Section, "gross revenue" shall mean actual revenue received and collected from consumers by the Company.** The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board. **The City shall inform the Company of any changes in the boundaries of the City's limits.**

The franchise fee shall begin on the first day of January following passage of this franchise. The amount of the franchise fee may be amended by the City upon request, notwithstanding the requirements of Section 9 of this Franchise. To amend the franchise fee, the City shall provide at least one hundred and eighty (180) days written notice to the Company of the City's intent to amend the franchise fee. Any amendment to the franchise fee shall become effective on the first day of January following the City's amendment of this franchise. The City shall comply with the requirements of 364.2(4)(f) of the Code of Iowa regarding the assessment and/or amendment of a franchise fee.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 10. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 11. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 12. The expense of the publication of this Ordinance shall be paid by the Company.

Section 13. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified, or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

Initial reading by the Keokuk City Council on the 2nd day of September, 2021.

Thomas Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk

ROLL CALL: O'CONNOR – AYE ALTHEIDE – AYE GARCIA – AYE
DADE – AYE HELENTAL – AYE ANDREWS – AYE MARSDEN - AYE BRYANT –
AYE DUNEK – AYE

AYES - 9

NAYS – 0

ABSENT – 0

Second passage by the Council on the 16th day of September, 2021.

Thomas L. Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk

ROLL CALL: O’CONNOR – NAY ALTHEIDE – AYE GARCIA – AYE
DADE – AYE HELENTHAL – ABSENT ANDREWS – AYE MARSDEN - AYE BRYANT
– AYE DUNEK – AYE

AYES - 8

NAYS – 1

ABSENT – 1

Third/final passage by the Council on the 7th day of October, 2021. **TABLED**

Thomas L. Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk

Remove from table Third/final passage by the Council on the 21st day of October, 2021. **No Motion to remove from table**

Thomas L. Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk



COUNCIL ACTION FORM

Date: 11/4/2021

Presented By: Robert Helenthal R.H.

Subject: Riverview Dog Park Fence Project Agenda Item: _____

Description:

Three bids were received for the Riverview Dog Park Fencing Project on Friday, October 22, 2021 (see attached tabulation of bids). The low bid was submitted by Pierce Fence Company of Ottumwa, IA in the amount of \$26,900. I would recommend the council consider the attached resolution awarding the fencing contract to Pierce Fence Company in the amount of \$26,900.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: \$26,900.00

Under/Over: _____

Funding Sources:

The Keokuk Parks Foundation

Departments:

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

RESOLUTION NO.

**A RESOLUTION APPROVING A CONTRACT WITH PIERCE FENCE
COMPANY OF OTTUMWA, IOWA FOR THE RIVERVIEW DOG FENCE
PROJECT**

WHEREAS on Friday, October 22, three bids were received for the Riverview Dog Park Fence Project, and

WHEREAS Pierce Fence Company of Ottumwa, IA submitted the low bid of \$26,900

NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA: that a contract with Pierce Fence Company of Ottumwa, Iowa be accepted in the amount of \$26,900 for the Riverview Dog Park Fence Project.

Passed and Approved this 4th day of November, 2021.

Mayor –Thomas L. Richardson

Attest – Jean Ludwig

City of Keokuk
 Tabulation of Bids
 Riverview Dog Park Fencing

Riverview Dog Park Fencing Project 2021	
Bid Opening October 22 at 4:00 p.m.	
Company Name and Address	Riverview Dog Park Fencing
Lovewell Commercial Fence, 21060 Holden Drive, Davenport, IA 52806	\$ 30,400.00
Consolidated Fencing Inc., 3133 Keller Lane, Quincy, IL 62305	\$ 29,886.08
Pierce Fence Company, 702 W. Main Street, Ottumwa, IA 52501	\$ 26,900.00



COUNCIL ACTION FORM

Date: November 4, 2021

Presented By: O'Donnell

Subject: Grant Administration Agreement Agenda Item: _____

Description:

The River front Trail project is funded by multiple grants. Southeast Iowa Regional Planning Commission has assisted in the grant application process and will administer the grants, per past practice. The agreement is for the administration of the grants for a fee of \$6,500. This amount will be added to the project cost and paid through the grants or ARPA funds.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 001-430-6710 Title: Park & Rec Capital Projects

Amount Budgeted: 0.00

Actual Cost: 6,500

Under/Over: (6,500)

Funding Sources:

Various Grants _____

ARPA Funds _____

Departments:

Parks _____

Is this item in the CIP? YES NO CIP Project Number: PARK-21-02

RESOLUTION NO. _____

**RESOLUTION APPROVING CONTRACT FOR SERVICE
WITH SOUTHEAST IOWA REGIONAL PLANNING**

WHEREAS, the City of Keokuk, Iowa has been awarded several grants from various sources for the Riverfront Trail Project; and

WHEREAS, the City of Keokuk, Iowa is in need of assistance in managing said grants; and

WHEREAS, Southeast Iowa Regional Planning Commission provides grant administration services at a reduced rate to members.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA: the contract for services with Southeast Iowa Regional Planning in the amount of \$6,500 is hereby approved.

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

PASSED, APPROVED, AND ADOPTED this 4th day of November, 2021.

Mayor Thomas L. Richardson

ATTEST:

Jean Ludwig, City Clerk

**SOUTHEAST IOWA REGIONAL PLANNING COMMISSION
CONTRACT FOR SERVICES WITH
THE CITY OF KEOKUK, IOWA**

The City of Keokuk hereinafter referred to as the "City" has submitted applications to the Iowa Department of Transportation, Iowa Department of Natural Resources, and Wellmark Foundation for the Keokuk Riverfront Trail Project. The City has received notification of approval of its application for funds. The City hereby contracts with Southeast Iowa Regional Planning Commission (hereinafter SEIRPC) to undertake said administration of this project in accordance with the rules and regulations of the Iowa Department of Transportation (hereinafter called IDOT), Iowa Department of Natural Resources (IDNR), and Wellmark Foundation and the terms of this contract dated this ____ day of _____, 2021.

SECTION 1. Scope of Services

SEIRPC will provide the following services:

1. SEIRPC shall gather proposals for work related to any necessary preliminary environmental assessments, archeological review, and/or engineering. SEIRPC will be the main point of contact with any such contractors.
2. SEIRPC shall submit all required information to IDOT, IDNR, and Wellmark Foundation to secure a release of funds to the City.
3. SEIRPC shall represent the City in all program monitoring and shall be the primary contact with the IDOT, IDNR, and Wellmark Foundation.
4. SEIRPC shall prepare and submit all reimbursement requests and financial statements required by IDOT, IDNR, and Wellmark Foundation for the City.
5. SEIRPC shall work with all applicable state and Federal statutes and regulations and any other applicable requirements pertaining to IDOT and IDNR, including labor standards, civil rights, procurement, and other applicable requirements (not including Davis Bacon wage certifications).
6. SEIRPC shall perform all other actions necessary for the complete and expeditious administration of the City.

SECTION 2. Time of Performance

The services of SEIRPC shall commence on the date of the execution of this contract and shall be completed upon notification from the IDOT that the program closeout has been approved, and the final audit has been accepted.

Any costs incurred during SEIRPC's preliminary administrative activities shall be paid by the City to SEIRPC as allowed by the IDOT in accordance with its rules and regulations and shall be paid promptly by the City to SEIRPC upon receipt of an invoice requesting payment.

SECTION 3. Method of Payment

Total payment to SEIRPC shall be as follows:

\$3,250	When City executes agreement
\$3,250	End of Contract period

Total payment to SEIRPC shall not exceed \$6,500. The City shall pay SEIRPC within 30 days upon receipt of an invoice requesting payment.

In the event of contract termination prior to program closeout, SEIRPC shall be compensated for the fair and reasonable cost of services rendered to the City along with all actual unreimbursed expenses.

SECTION 4. Personnel

SEIRPC represents that it has, or will acquire, all personnel necessary to perform the services under this contract.

SECTION 5. Records Available

At any time during normal business hours and as often as necessary, each party shall make available to the IDOT, the State Auditor, and the General Accounting Office all financial and administrative records for their examination.

SECTION 6. Equal Opportunity in Employment

In connection with the performance of this Agreement, SEIRPC and City shall comply with Section VI of the Civil Rights Act of 1964 (78 Stat. 214) as required by 24 CFR 576.79 and Amendments and Regulations issued thereto.

Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
 The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
 Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
 Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
 Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
 Title VIII of the Civil Rights Act of 1968
 Executive Order 11063
 Executive Order 11246 and 11375
 Executive Orders 11625, 11432, and 12138
 Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

SECTION 7. Termination by The City

The City may, by thirty (30) days written notice to SEIRPC terminate this contract in whole or in part at any time, either for the City's convenience or because of the reasonable failure of SEIRPC to fulfill its obligations under the contract. Upon receipt of such notice, SEIRPC shall have thirty (30) days to correct and cure any such failures. If SEIRPC is unable to correct and cure such failures, SEIRPC shall deliver to the City all documents as may have been accumulated by SEIRPC in performing this contract and cease performing services hereunder.

Notwithstanding the above, SEIRPC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by SEIRPC.

If this contract is terminated for the convenience of the City, SEIRPC shall be entitled to compensation as provide in Section 3 above.

SECTION 8. Contract Amendments

Any change or amendments to this contract will be enforceable only if made in writing and signed by authorized representatives of both the City and SEIRPC. This agreement contains the entire agreement between the City and SEIRPC concerning the scope of services, time of performance, payment responsibilities, termination requirements, and the respective obligations of the parties. Any prior agreements between the parties with respect to the subject matter of this contract, whether oral or written, which are not contained herein are superseded and of no force and effect.

SECTION 9. Termination by SEIRPC

SEIRPC may, by thirty (30) days written notice to the City, terminate this contract in whole or in part at any time, either for SEIRPC's convenience or because of the reasonable failure of the City to comply with the provisions contained in this contract. The notice shall specify the provision(s) the City has not complied with and the City shall have thirty (30) days to correct and cure such failure. If the City is unable to correct and cure such failures, SEIRPC shall have the right, at its option, to terminate its services and receive compensation as provide in Section 3 above.

SECTION 10. Accounts

The grantee shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract to the extent and in such detail as will properly reflect all cost, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under this contract, as specified in Chapter 23, Iowa Administrative Code and OMB Circular A-102.

SECTION 11. Retention of Records

All records in the possession of SEIRPC pertaining to this contract shall be retained by SEIRPC for a minimum of five (5) years beginning with the date upon which the final payment to SEIRPC. All records shall be retained beyond the five-year period if audit findings have been resolved within that period. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Additional records shall be retained in accordance with Chapter 23, Iowa Administrative Code.

City of Keokuk

Signed _____
Cole O'Donnell, City Administrator

Date: _____

Southeast Iowa Regional Planning Commission

Signed 
Mike Norris
Executive Director

Date: 10/26/21



COUNCIL ACTION FORM

Date: November 4, 2021

Presented By: O'Donnell

Subject: 2020-2021 Street Finance Report Agenda Item: _____

Description:

The City receives Road Use Taxes from the State of Iowa. Funds are intended to be used for street operations and maintenance. To insure that funds are spent on permitted uses, the City is required to file an annual Street Financing Report (SFR). The SFR has been prepared and is attached for review. The report must be approved by resolution and signed by the Mayor and Clerk. The report is due to the Iowa DOT by December 1st.

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 APPROVING STREET FINANCING REPORT FOR
FISCAL YEAR ENDING JUNE 30, 2021**

WHEREAS, the City of Keokuk, Iowa receives distributions from the State of Iowa of Road Use Taxes; and

WHEREAS, the City of Keokuk, Iowa is required to file an annual Street Financing Report (SRF) detailing revenues, expenses, projects, equipment, and debt service related to street operations and maintenance; and

WHEREAS, said SRF for FY 2020-2021 is prepared and attached hereto.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA THAT, the City Council hereby approves the Street Financing Report for Fiscal Year 2020-2021 and authorizes the Mayor and City Clerk to sign said SFR and submit the SFR to Iowa Department of Transportation.

PASSED, APPROVED, AND ADOPTED this 4th day of November 2021.

Thomas Richardson, Mayor

Attest: _____
Jean Ludwig, City Clerk



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

Keokuk

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$458,125					\$458,125
Benefits - Roads/Streets		\$243,631					\$243,631
Training & Dues		\$2,328					\$2,328
Building & Grounds Maint. & Repair	\$262	\$7,133					\$7,395
Vehicle & Office Equip Operation and Repair		\$30,933					\$30,933
Operational Equipment Repair	\$3,138	\$12,968					\$16,106
Other Maintenance and Repair	\$17,510	\$2,529					\$20,039
Medical		\$1,099					\$1,099
Payments to othe agencies		\$1,021					\$1,021
Street Maintenance Expense		\$33,181					\$33,181
Other Contract Services	\$8,940	\$30,111					\$39,051
Minor Equipment Purchases		\$5,838					\$5,838
Office Supplies		\$45					\$45
Operating Supplies		\$11,801					\$11,801
Postage & Safety		\$7,199					\$7,199
Other Supplies		\$3,276					\$3,276



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City Street Finance Report

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Vehicles	\$54,065	\$99,217					\$153,282
Other Capital Outlay		\$98,378					\$98,378
Principal Payment				\$1,038,600			\$1,038,600
Interest Payment				\$234,171			\$234,171
Bond Registration Fees				\$884			\$884
Snow Removal		\$100,331					\$100,331
Depreciation & Building Utilities	\$173,671	\$11,173					\$184,844
Street Cleaning		\$17,564					\$17,564
Total	\$257,586	\$1,177,881		\$1,273,655			\$2,709,122



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City Street Finance Report

Fiscal Year 2021

Keokuk

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$122,493		\$0	\$1,273,655			\$1,396,148
State Revenues - Road Use Taxes		\$1,613,359					\$1,613,359
Other State Grants - IDOT	\$135,093						\$135,093
Charges/fees						\$0	\$0
Total	\$257,586	\$1,613,359	\$0	\$1,273,655		\$0	\$3,144,600



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City Street Finance Report

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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2016 A	\$2,195,000	\$235,000	\$46,723	\$235,000	\$46,723	\$1,960,000
2016 B	\$3,295,000	\$330,000	\$69,240	\$330,000	\$69,240	\$2,965,000
2020 A	\$6,480,000	\$740,000	\$184,700	\$473,600	\$118,208	\$5,740,000



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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
2011 Ford F350 Truck with Bed	2011	Purchased	\$21,613	No Change
Ford F-350 4x4 w/plow & spreader	2020	Purchased	\$63,128	No Change
International Dump Truck	2020	Purchased	\$81,303	No Change
Bucket Truck	2008	Purchased	\$30,150	No Change
Hyster Rubber Tire Roller	1973	Purchased	\$14,000	No Change
International Dump Truck	2017	Purchased	\$81,299	No Change
F-series Service Truck and Bed	2015	Purchased	\$47,096	No Change
Sander and Plow for F-350	2014	Purchased	\$12,620	No Change
Cat End Loader	2013	Purchased	\$127,662	No Change
International 7300 Dump Truck	2014	Purchased	\$108,502	No Change
Ford F-350	2014	Purchased	\$24,855	No Change
International w/Heil 15' Dump	1999	Purchased	\$65,475	No Change
Elgin Pelican Street Sweeper	2012	Purchased	\$171,244	No Change
Ford F-350 Truck	2009	Purchased	\$26,162	No Change
Gallion Tandem Roller	1977	Purchased	\$65,210	No Change
International Tractor w/seaman mixer	1976	Purchased	\$12,350	No Change
Deere Motor Grader	1997	Purchased	\$125,000	No Change
Chevy Street Flusher	1979	Purchased	\$19,076	No Change
Ford Dump Truck	1989	Purchased	\$25,711	No Change
International 2 ton dump truck	1999	Purchased	\$62,305	No Change
Ford F-250 Pickup 4x4	2001	Purchased	\$21,850	No Change



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Keokuk
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Description	Model Year	Usage Type	Cost	Purchased Status
International 2-ton Dump Truck	2000	Purchased	\$66,433	No Change
International Dump Truck	2008	Purchased	\$102,000	No Change
Tank Trailer Crack Pro 125	2021	Purchased	\$65,480	New



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City Street Finance Report

Fiscal Year 2021
Keokuk
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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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City Street Finance Report

Fiscal Year 2021

Keokuk

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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$803,097	\$0	\$0	\$0	\$0	\$803,097
SubTotal Expenses (-)	\$257,586	\$1,177,881		\$1,273,655			\$2,709,122
Subtotal Revenues (+)	\$257,586	\$1,613,359	\$0	\$1,273,655		\$0	\$3,144,600
Ending Balance	\$0	\$1,238,575	\$0	\$0	\$0	\$0	\$1,238,575

Resolution Number:

Execution Date: Thursday, November 4, 2021

Signature: Cole S. O'Donnell



COUNCIL ACTION FORM

Date: November 4, 2021

Presented By: Chief David Hinton

Subject: Open Positions at the Police Department Agenda Item: _____

Description:

The Keokuk Police Department has two openings for police officers. There are two candidates eligible to proceed with the hiring process and we request to move forward. These positions are budgeted for.

FINANCIAL

Is this a budgeted item? YES NO

Line Item #: 001-111-6010 Title: Wages Full Time Police

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

General

Departments:

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



TO: Mayor and Council
FROM: Cole S. O'Donnell
DATE: November 1, 2021
RE: Committee Nominations

Vacancies

Rand Park Pavilion Board

Vacancy Term to Expire 10/22/23
Vacancy Term to Expire 10/22/25

**RAND PARK PAVILION COMMISSION (Final notification. Vote required.)
(5 YEAR TERM)**

Joe Morgan Term to expire 10/22/2023

**RAND PARK PAVILION COMMISSION (First notification. No vote required.)
(5 YEAR TERM)**

Kevin Helmick Term to expire 10/22/26
Maureen Hutchcroft Term to expire 10/22/26
Shane Etter Term to expire 10/22/26
Ted Elting Term to expire 10/22/26

MAYORAL APPOINTMENTS

Resignation (Vote required)

Municipal Waterworks Board of Directors

Ron Schmitt Term to Expire 11/01/2027

Municipal Waterworks Board of Directors (Vote Required)

Tom Crenshaw Term to Expire 11/01/2027



TO: Mayor and City Council
FROM: Cole S. O'Donnell
DATE: November 1, 2021
RE: Administrator's Report

1. City Hall: Staff is planning an open house and dedication for November 17th. The open house will be from 4:30 to 5:30 with the dedication to follow. There are several invited guests, though the public is welcome as well.
2. COVID Policy: The Lee County positivity rate has continued to decline; therefore, I have lifted the mask requirement for city employees. However, the social distancing and contact reporting portions of the protocols remain in effect.
3. I have been named to the Iowa League of Cities Legislative Policy Committee. This committee identifies issues important to cities and then formulates a legislative agenda. Members also will work with League lobbyists to develop positions on pending legislation and then communicate with legislators on those bills. The Committee does not want to be just reactive and will dedicate part of the agenda to issues important to cities that may not have legislation pending.

The Committee will be meeting in November to begin formulation of the agenda and economic development is a topic that the League wants to be proactive on. I have been charged with getting feedback on four questions. I have shared these questions with KEDC for discussion and with other administrators/managers in the area. Those questions are:

1. What does economic development look like in your community?
2. What tools does your city use to promote economic growth?
3. What challenges to economic growth is your city facing?
4. What does your city need, legislative or otherwise, to promote economic growth?

I invite the Mayor, Council, and incoming members to send me their answers as well. The more responses we receive the more comprehensive the agenda can be.