

**AGENDA
CITY COUNCIL MEETING
July 20, 2023
501 Main Street
5:30 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 Regular City Council meeting & Council Workshop of July 6, 2023;
 - Resolution approving a Liquor License for Arrowhead Bowl, 3535 Main Street, Class C Retail Alcohol License – effective August 1, 2023 (pending fire inspection);
 - Resolution approving a Liquor License adding Outdoor Service for Lucky's Irish Pub & Grub, Special Event Rollin on the River, Class C Retail Alcohol License – effective August 17-21, 2023 (pending dram);
 - Motion to pay bills and transfers listed in Register No.'s 5351-5352;
7. (a) Now is the time and place for a public hearing on development agreement with MBMRE LLC D/B/A Green Oak Development. A public hearing notice was published in the Daily Gate City on June 23, 2023.

(b) Consider resolution approving development agreement with MBMRE LLC D/B/A Green Oak Development.
8. Motion to approve the second reading of Ordinance amending Title 20, Section 20.40.020, 20.44.020, 20.60.040, 20.60.090, 20.60.100 (e) and 20.68.020.
9. Motion to approve initial reading of an Ordinance repealing certain sections of Title 9 Vehicles and Traffic of the Code of the City of Keokuk.
10. Consider resolution approving the purchase of mowers from Armstrong Tractor for the Cemetery and Parks Department.
11. Consider resolution accepting a proposal from MSA Professional Services, Inc. to provide services for a Comprehensive Neighborhood Revitalization Plan.
12. Consider resolution approving revised Personnel Policy and Handbook.
13. Consider resolution awarding Oakland Cemetery derecho cleanup to Walker Outdoor Services.
14. Boards & Commissions:
15. Council Liaison Reports:
16. Staff Reports:
17. Closed session under Iowa Code 21.5.1c To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
18. Resolution approving settlement agreement
19. New Business:
20. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
July 6, 2023
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on July 6, 2023, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were seven council members present, one absent, one vacant ward. Carissa Crenshaw, Roslyn Garcia, Shelley Oltmans, Steve Andrews, Dan Tillman, Roger Bryant, and Michael Greenwald were present. John Helenthal was absent. Staff in attendance: City Administrator Cole O'Donnell, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Water Pollution Control Manager Tom Wills, and Bridge, Cemetery, Park & Sanitation Manager Bob Weis.

MAYOR'S CORRESPONDENCE: Expressed appreciation to all those assisting with storm clean up and informed of events taking place in and around Keokuk.

CITIZEN'S REQUEST: Dorothy Cackley inquired regarding street assessment and repair. Kira Kruszynski, executive director of Main Street Keokuk, Inc thanked the Council for help on several projects. Barb Smidt thanked the Council and city for storm cleanup efforts and requested that the fireworks ordinance be reviewed. Mary Jo Riesberg addressed concerns of putting turbine in Estes Park.

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

- Minutes of the Regular City Council meeting & Council Workshop of June 15, 2023;
- Minutes of the Safety Committee meeting of June 22, 2023;
- Minutes of the Civil Service Commission of June 10, 2023;
- Civil Service Certified List for the Keokuk Police Department;
- Cash Receipt & Treasurer's Report for May 2023;
- **RESOLUTION NO. 260-2023:** Approving a Liquor License for Chintz's, 1310 Main Street, Class C Retail Alcohol License – effective July 7, 2023, new ownership (pending dram);
- **RESOLUTION NO. 261-2023:** Approving a Liquor License for Walmart Supercenter #1431, 300 North Park Dr., Class E Retail Alcohol License – effective July 21, 2023;
- **RESOLUTION NO. 262-2023:** Approving a Liquor License for MOD Convenience Store, 3345 Main Street, Class E Retail Alcohol License – effective July 22, 2023;
- **RESOLUTION NO. 263-2023:** Amending a Liquor License for Black Sails LLC, 1324 Main Street, adding Outdoor Service;
- **RESOLUTION NO. 264-2023:** Approving a Liquor License for Hy-Vee Inc. temporary premise transfer, 5-day term, July 27 – July 31st, Keokuk Rock on the River Festival;
- Special Event Permit, Radio Keokuk, Rock on the River Festival, July 29, 2023, 5 p.m. to 11 p.m. @ Victory Park;
- Special Event Permit, Lucky's Irish Pub & Grub, 528 Blondeau, Rollin on the River, August 19-20th, 2023, 7 a.m. through 2 a.m.;
- Special Event Permit, Big Dam Street Festival (Lake Cooper Foundation), Street Fair & Live Music in Victory Park, October 5-7, 2023;
- Motion to pay bills and transfers listed in Register No.'s 5347-5350;

Mayor Mahoney opened the public hearing at 6:03 p.m. on development agreement with MBMRE LLC D/B/A Green Oak Development. A public hearing notice was published in the Daily Gate City on June 23, 2023.

COMMENTS: Cole gave overview and recommended the public hearing be recessed and continued at the July 20th meeting to abide by state code regarding intent to sell property. Dan Long addressed concerns of how the development will affect parking on Main Street.

Motion made by Oltmans, second by Crenshaw to recess the hearing and continue July 20th, 2023. (7) AYES, (0) NAYS. Motion carried.

Mayor Mahoney opened the public hearing at 6:10 p.m. on zoning amendment. A public hearing notice was published in the Daily Gate City on Tuesday, June 27, 2023.

COMMENTS: Broomhall gave overview of changes to ordinance.

No further comments were received, Mayor Mahoney closed the public hearing at 6:21 p.m.

Motion made by Garcia, second by Greenwald to approve the initial reading of Ordinance amending Title 20, Section 20.40.020, 20.44.020, 20.60.040, 20.60.090, 20.60.100 (e) and 20.68.020.

Roll Call Vote: AYES – Crenshaw, Garcia, Oltmans, Andrews, Tillman, Bryant, and Greenwald. (7) AYES, (0) NAYS, (1) ABSENT – Helenthal, VACANT - 2nd Ward. Motion carried.

Motion made by Greenwald, second by Tillman to approve the initial reading of Ordinance amending Section 13.08.060 Keokuk Municipal Code regarding Class II Sewer Rates.

Roll Call Vote: AYES – Crenshaw, Garcia, Oltmans, Andrews, Tillman, Bryant, and Greenwald. (7) AYES, (0) NAYS, (1) ABSENT – Helenthal, VACANT - 2nd Ward. Motion carried.

Motion made by Oltmans, second by Tillman to waive the second and third reading of the ordinance.

Roll Call Vote: AYES – Crenshaw, Garcia, Oltmans, Andrews, Tillman, Bryant, and Greenwald. (7) AYES, (0) NAYS, (1) ABSENT – Helenthal, VACANT - 2nd Ward. Motion carried.

Motion made by Greenwald, second by Oltmans to adopt and give final approval of **ORDINANCE NO. 2041:** Amending Section 13.08.060 Keokuk Municipal Code regarding Class II Sewer Rates.

Roll Call Vote: AYES – Crenshaw, Garcia, Oltmans, Andrews, Tillman, Bryant, and Greenwald. (7) AYES, (0) NAYS, (1) ABSENT – Helenthal, VACANT - 2nd Ward. Motion carried.

Motion made by Oltmans, second by Bryant to approve the following proposed **RESOLUTION NO. 265-2023:** “A RESOLUTION APPROVING ALLOCATION OF HOTEL/MOTEL TAX FOR LAKE COOPER FOUNDATION.” (7) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Bryant to approve the following proposed **RESOLUTION NO. 266-2023:** “A RESOLUTION APPROVING PROPOSAL FROM SHOEMAKER-HAALAND FOR PLATTING AND SURVEY AT THE ELKEM-CARBIDE SITE.” (7) AYES, (0) NAYS. Motion carried.

BOARDS & COMMISSIONS: Final notification for William Smith, John Shields, and Kimberly Farias to the Veterans Memorial Commission, 5-year term to expire 6/1/2028.

Mayoral Appointment: Re-appointment for Rex Muston (2nd term) and Susan Morgan (1st term) to the Keokuk Public Library Board, 6-year term to expire 7/1/2029.

Motion made by Garcia, second by Oltmans to approve above appointments. (7) AYES, (0) NAYS.
Motion carried.

Second Notification for Dustin Cackley to the Depot Commission, filling a 4-year term to expire 6/1/2025. First notification for Paul Schulte to the Airport Commission, filling a 6-year term to expire 10/22/2028.

COUNCIL LIAISON REPORTS: Garcia reported on Oakland Cemetery Initiative, 5k rescheduled to August 12th, 2023, due to storm; Oltmans updated on Housing Committee; and Bryant informed on safety meeting items.

STAFF REPORTS: Broomhall reported that iWork's website is up and running, permits and nuisance complaints can be completed via this site; Carroll updated on riverfront trail, 18th street, and storm damage; Baum reported on storm and safety building; and O'Donnell updated on Elkem site and hospital.

Motion made by Oltmans, second by Garcia to adjourn the meeting at 6:42 p.m.

MINUTES
COUNCIL WORKSHOP
July 6, 2023
IMMEDIATELY FOLLOWING REGULAR MEETING

PRESENT: Crenshaw, Garcia, Oltmans, Andrews, Tillman, Bryant, Greenwald, Mayor Mahoney; ABSENT: Helenthal; VACANT: 2nd Ward.

STAFF PRESENT: O'Donnell, El Anfaoui, Wills, Broomhall, Carroll, and Baum.

Jay, with Blue Line Solutions, presented data regarding vehicle speed in school zones and gave details of school zone enforcement program.

Jared Burma, CEO of Bristola, a company whose focus is on renewable energy, informed Council of a potential opportunity at the wastewater treatment plant. He requested permission for a 90-day due diligence period to see if the proposed project would be both feasible and beneficial to both parties.

Meeting was Adjourned at 7:40 p.m.

RESOLUTION NO.

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR
ARROWHEAD BOWL, 3535 MAIN STREET**

WHEREAS, Application has been made by Arrowhead Bowl Inc. for a Class C Retail License for Arrowhead Bowl, 3535 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, Arrowhead Bowl Inc. has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail License for Arrowhead Bowl, 3535 Main Street, effective August 1, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 20th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K. A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

RESOLUTION NO.

**A RESOLUTION APPROVING OUTDOOR SERVICE & SUNDAY SALES OFF
PREMISE LIQUOR LICENSE FOR LUCKY’S IRISH PUB & GRUB, AUGUST
17-21, 2023 SPECIAL EVENT, ROLLIN ON THE RIVER FESTIVAL**

WHEREAS, Application has been made by Elle Inc. of Keokuk for a Class C Liquor License with Outdoor Service & Sunday Sales for Lucky’s Irish Pub & Grub, 528 Blondeau 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, Elle Inc. of Keokuk 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 Outdoor Service & Sunday Sales off premise for Lucky’s Irish Pub & Grub, 528 Blondeau Street, effective August 17-21, 2023, Special Event – Rollin on the River be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 20th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: _____
K.A. Mahoney, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk

PAYMENT OF THE FOLLOWING CLAIMS FOR THE CITY ARE APPROVED AND CLAIMS FOR THE LIBRARY AND AIRPORT ARE ACKNOWLEDGED FOR THE PURPOSE OF PAYING THE SEMI-MONTHLY BILLS FOR THE COUNCIL MEETING OF JULY 20, 2023.

REGISTER NO. 5351

AHLERS & COONEY, P.C.	PROFESSIONAL SERVICES	\$ 2,694.00
BARCO MUNICIPAL PRODUCTS, INC.	STREET PAINT	\$ 258.41
BEARING HEADQUARTERS CO.	PARTS	\$ 18,491.84
KEOKUK MUNICIPAL WATER WORKS	MONTHLY SEWER/GARBAGE BILLING	\$ 2,352.50
HARTRICK'S LUMBER	SUPPLIES	\$ 382.07
ERIC E. SUTER	SERVICE CALL @ LIBRARY	\$ 65.00
KRICHEL'S ANIMAL HOSPITAL	SERVICE ANIMAL CONTROL	\$ 18.00
KEOKUK HOMESTORE	SUPPLIES	\$ 367.60
RIVER CITY PARTS, INC.	PARTS	\$ 176.05
KERR FABRICATORS, INC.	PARTS/SUPPLIES	\$ 45.00
ACCESS SYSTEMS	MAINTENANCE AGREEMENT	\$ 424.39
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 1,435.50
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 1,169.25
TASKE FORCE, INC.	TEMPORARY HELP	\$ 6,060.00
MCFARLAND-SWAN OFFICE CITY	GRAND THEATER SUPPLIES	\$ 241.94
ALLIANT	ELECTRIC BILL	\$ 50,669.64
CENTURY LINK	SERVICE	\$ 1,051.92
GREAT RIVER REGIONAL WASTE	INTERGRATED WASTE SERVICES	\$ 11,065.19
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 5,416.80
MEYERS PLUMBING	LABOR/MATERIALS RAND PARK	\$ 211.11
MODJESKI & MASTERS, INC.	BRIDGE INSPECTION	\$ 1,160.00
DIAMOND CONSTRUCTION COMPANY	COLD PATCH	\$ 3,306.00
EWART'S FAB & CUSTOM CUTTING	LABOR/MATERIALS AIRPORT	\$ 225.00
DOWNEY'S FIRE EQUIPMENT	ANNUAL INSPECTION	\$ 709.00
FISHER SCIENTIFIC	LAB SUPPLIES-WPC	\$ 363.00
HOERNER YMCA	MEMBERSHIPS/POOL MANAGEMENT	\$ 10,092.00
KNAPHEIDE TRUCK EQ CENTER	PARTS	\$ 584.30
NIEMANN FOODS, INC./ACE	SUPPLIES	\$ 1,134.28
U.S. CELLULAR	CELL PHONE SERVICE	\$ 542.14
FASTENAL COMPANY	PARTS/SUPPLIES	\$ 62.97
USA BLUE BOOK	WPC SUPPLIES	\$ 2,868.02
FRANK MILLARD & CO., INC.	LABOR/MATERIALS @ LIBRARY	\$ 391.00
AT&T MOBILITY	POLICE CELL PHONE SERVICE	\$ 759.84
DOUBLE A" GLASS L.L.C. "	LABOR/MATERIALS @ POOL	\$ 974.33
CAPITAL ONE	LIBRARY SUPPLIES	\$ 32.00
O'REILLY AUTOMOTIVE INC.	PARTS	\$ 1,128.61
PETERS HEATING & AIR	GRAND THEATER SUPPLIES	\$ 153.36
MEDIACOM	SERVICE	\$ 10.00
GRAINGER	WPC SUPPLIES	\$ 48.18
IMI EQUIPMENT, LLC	NAPA PARTS	\$ 25.91
LEXISNEXIS RISK SOLUTIONS	KEOKUK POLICE DEPARTMENT	\$ 142.55
EMPLOYEE BENEFIT SYSTEMS	INSURANCE	\$ 225,636.18
RAILROAD MANAGEMENT COMPANY	SEWER PIPELINE CROSSING RENT	\$ 3,818.06

REGISTER NO. 5352

RELIABLE PEST SOLUTIONS	SERVICE KEOKUK PUBLIC LIBRARY	\$ 14.90
BRITE-WAY WINDOW SERVICE	CITY HALL WINDOW CLEANING	\$ 120.00
CARD SERVICES	LIBRARY SUPPLIES	\$ 99.99
KEOKUK VETERINARY HOSPITAL	ANIMAL SERVICES	\$ 203.83
HALL & ASSOCIATES	PROFESSIONAL SERVICES	\$ 727.50
DIVISION OF LABOR	SEIDC ELEVATOR PERMIT	\$ 565.00
WHITE CAP, L.P.	SEWER SUPPLIES/MATERIALS	\$ 394.52
WEST CENTRAL FS INC.	BULK FUEL	\$ 22,492.00
VERIZON WIRELESS	CELL PHONE SERVICE	\$ 206.10
ACCO	POOL CHEMICALS	\$ 1,993.60
WINDSTREAM	SERVICE	\$ 474.74
JERRY HERR	REIMBURSE GRAND PURCHASES	\$ 179.30
OVERDRIVE, INC.	LIBRARY BOOKS	\$ 8,485.05
LIBERTY UTILITIES MIDSTATES	SERVICE	\$ 2,750.97
DIANNE STANLEY	REIMBURSE GRAND THEATER EXPENSE	\$ 179.88
AMWELL	WPC SUPPLIES/MATERIALS	\$ 3,818.31
GRAPHIC EQUIPMENT CORPORATION	WPC PARTS/MATERIALS	\$ 6,406.38
CINTAS CORPORATION #342	UNIFORM SERVICES	\$ 3,188.98
COMMERCIAL CONTRACTING	SEWER REPAIRS	\$ 8,437.98
ICONNECTYOU	SERVICE	\$ 709.37
FP MAILING SOLUTIONS	LIBRARY POSTAGE METER	\$ 40.00
BRIGHTLY SOFTWARE, INC.	UTILITY BILL/ENERGY MANAGER	\$ 8,846.00
DOORS-N-MORE INC	DOWN PAYMENT GRAND THEATER	\$ 18,762.50
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$ 36.63
JAMES F. DENNIS	PROFESSIONAL SERVICES	\$ 7,004.24
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$ 600.00
QUARTIX INC.	CREDIT MEMO	\$ (579.42)
NEWBERRY LANDSCAPING LLC	MOWING VARIOUS PROPERTIES	\$ 1,980.00
CASEY BARNES	REIMBURSE FUEL EXPENSE	\$ 10.00
ASCENT AVIATION GROUP INC	AIRPORT MONTHLY SERVICE FEE	\$ 360.00
LIVE VOICE	ANSWERING SERVICE	\$ 375.73
NORRIS ASPHALT PAVING	STREET DEPT MATERIALS	\$ 586.83
SHARED IT INC	IT SERVICES	\$ 2,576.65
TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$ 2,160.00
SEALMASTER-ST. LOUIS	STREET DEPT MATERIALS	\$ 4,490.00
VERTICAL COMMUNICATIONS	SERVICE	\$ 150.00
NAPA AUTO PARTS	PARTS	\$ 206.22
SCOTT'S ULTRA CLEAN LLC	POLICE DEPT/LIBRARY JANITORIAL	\$ 1,805.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 289.76
SCHRAGIS LLC	GIS MAINTENANCE	\$ 600.00
ALTUS TRAFFIC MANAGEMENT	SEWER SUPPLIES	\$ 393.60
DWC THE 401K EXPERTS	DWC CONSULTANT SERVICES	\$ 375.00
LIBRARY IDEAS LLC	LIBRARY BOOKS/FREIGHT	\$ 609.85
		\$ 469,889.93



COUNCIL ACTION FORM

Date: 7-20-2023

Presented By: O'Donnell

Subject: Green Oaks Development Agreement Agenda Item: 7b

Description:

The agreement is with MBMRE, LLC d/b/a Green Oaks Development for the renovation and redevelopment of 619, 623, 625, and 629 Main St. The agreement provides for the project to receive all grant funds applied for and received by the City, as well as the following incentives from the City:

- \$300,000 in ARPA funds
- \$50,000 cash payment for five years funded by TIF
- A ten year TIF rebate equaling \$130,000
- Refund of property purchase price upon completion (\$25,000)

Owner equity in the project is estimated at \$1.4 million.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Public Hearing

Date _____

7-6-23, 7-20-23

Recommendation:

Staff recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ITEMS TO INCLUDE ON AGENDA

CITY OF KEOKUK, IOWA

July 20, 2023

5:30 P.M.

Amended and Restated Twin Rivers Urban Renewal Plan

- Public hearing on the proposal to enter into a Purchase, Sale, and Development Agreement with MBMRE, LLC D/B/A Green Oak Development related to the sale and redevelopment of property within the Twin Rivers Urban Renewal Area, which includes the potential sale of the City of Keokuk's interest in real property.
- Resolution making final determination on potential sale of interest in real property and approving and authorizing execution of a Purchase, Sale, and Development Agreement by and between the City of Keokuk and MBMRE, LLC D/B/A Green Oak Development within the Twin Rivers Urban Renewal Area

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

July 20, 2023

The City Council of the City of Keokuk in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 501 Main Street, Keokuk, Iowa at 5:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

The City Council was reminded that the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Purchase, Sale, and Development Agreement by and between the City of Keokuk and MBMRE, LLC D/B/A Green Oak Development within the Twin Rivers Urban Renewal Area, which Agreement includes the potential sale of the City of Keokuk's interest in real property, was opened at the meeting of the Council on July 6, 2023, that the Council continued the public hearing and deferred action on the proposal until July 20, 2023, and that notice of the proposed action by the Council to enter into said Agreement and convey interests in real property thereunder had been published pursuant to the provisions of Sections 364.6, 364.7, and 403.8 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City of Keokuk resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION MAKING FINAL DETERMINATION ON POTENTIAL SALE OF INTEREST IN REAL PROPERTY AND APPROVING AND AUTHORIZING EXECUTION OF A PURCHASE, SALE, AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KEOKUK AND MBMRE, LLC D/B/A GREEN OAK DEVELOPMENT WITHIN THE TWIN RIVERS URBAN RENEWAL AREA", and moved:

☐ that the Resolution be adopted.

☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2023.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

**RESOLUTION MAKING FINAL DETERMINATION ON
POTENTIAL SALE OF INTEREST IN REAL PROPERTY
AND APPROVING AND AUTHORIZING EXECUTION OF
A PURCHASE, SALE, AND DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF
KEOKUK AND MBMRE, LLC D/B/A GREEN OAK
DEVELOPMENT WITHIN THE TWIN RIVERS URBAN
RENEWAL AREA**

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

WHEREAS, the Plan has subsequently been amended multiple times, lastly by the adoption of Amendment No. 7 to the Plan, adopted by Resolution No. 83-2022 on June 2, 2022; and

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

WHEREAS, such Plan provides for, among other things, the disposition of property for private development as a proposed urban renewal action; and

WHEREAS, the City of Keokuk (the "City") has received a proposal from MBMRE, LLC D/B/A Green Oak Development (the "Developer"), in the form of a proposed Purchase, Sale, and Development Agreement (the "Agreement") by and between the City of Keokuk and Developer, pursuant to which, among other things, the City would agree to sell to Developer and Developer would agree to purchase, for \$25,000, certain City-owned real property within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"); further the Agreement would require Developer to, among other things, rehabilitate the existing buildings on the Development Property into a total of 16 Housing Units, subject to the detailed terms and conditions set forth in the Agreement; and

WHEREAS, the Agreement would further obligate the City to provide Developer certain State Grants totaling \$700,000 and certain City Grants totaling \$705,000, subject to the terms and conditions in the Agreement and related State Agreements; and

WHEREAS, Iowa Code Chapter 403 (the "Urban Renewal Law") authorizes cities to dispose of property in furtherance of the objectives of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter; and

WHEREAS, because the Property is located within the Twin Rivers Urban Renewal Area, the City's sale of the Development Property to the Developer is subject to the provisions of Iowa Code Section 403.8, and this Council has determined that the terms of the Agreement satisfy the "fair market value" and "competitive bidding" requirements of Iowa Code Section 403.8; and

WHEREAS, the Council hereby affirms that the competitive bidding procedure used by City staff in connection with the proposed disposal of the Development Property is a reasonable competitive bidding procedure in accordance with the requirements of Iowa Code Section 403.8; further, the Council hereby ratifies and approves the publication and distribution of the notice of competitive bidding and approves the competitive bidding procedures carried out by City staff as reasonable and complete; and

WHEREAS, the City requested proposals for the acquisition and redevelopment of the Development Property and the Developer was the sole respondent; and

WHEREAS, on June 1, 2023, the Council discussed its intention to accept the proposal received from the Developer; and

WHEREAS, by Resolution adopted June 15, 2023, this Council set a public hearing date for July 6, 2023, at which meeting the Council would consider approval of the Agreement; and

WHEREAS, the City subsequently determined that the published notice of the July 6, 2023, public hearing may have been insufficient; and

WHEREAS, in order to ensure legally sufficient notice of the public hearing to consider the Agreement, the City published another notice of public hearing for its meeting on July 20, 2023; and

WHEREAS, by action on July 6, 2023, this Council opened the public hearing and continued the public hearing to the City Council meeting to be held on July 20, 2023; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement, which includes the potential sale of the Development Property, and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. The Council finds that disposal of interests in the Development Property to the Developer as set forth in the Agreement will benefit the health, safety and welfare of, and is in the best interests of the residents of the City of Keokuk. The Council further finds that transfer of the Development Property will promote blight remediation in the City of Keokuk and that these benefits, together with the other consideration provided for in the Agreement, constitute fair value for the disposal of interests in the Development Property under Section 403.8, Code of Iowa.

Section 2. The proposal to sell the Development Property to the Developer pursuant to the terms of the proposed Agreement is hereby approved.

Section 3. That the performance by the City of Keokuk of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City of Keokuk's performance thereunder is in furtherance of appropriate blight remediation activities and objectives of the City of Keokuk within the meaning of Iowa Code Chapters 15A and 403, taking into account the factors set forth therein.

Section 4. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City of Keokuk in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 20th day of July 2023.

K.A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LEE

)

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

WITNESS my hand and the seal of the Council hereto affixed this 20th day of July, 2023.

Celeste El Anfaoui, City Clerk, City of
Keokuk, State of Iowa

(SEAL)

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF KEOKUK, IOWA

AND

MBMRE, LLC
D/B/A GREEN OAK DEVELOPMENT

_____, 2023

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called “Agreement”) is made on or as of the _____ day of _____, 2023 (the “Effective Date”), by and between the CITY OF KEOKUK, IOWA, a municipality (hereinafter called “City”), established pursuant to the Code of Iowa of the State of Iowa, and MBMRE, LLC D/B/A GREEN OAK DEVELOPMENT, an Iowa limited liability company, having offices for the transaction of business at 1124 Avenue H, Fort Madison, Iowa 52627 (“Developer”).

WITNESSETH:

WHEREAS, City owns certain real property located within the City, legally described as:

Lot 619:

The Easterly Fourteen (14) feet of Lot Eight (8), and the Westerly Twenty-nine (29) feet and Five-Sevenths (5/7) inch of Lot Nine (9), all in Block Ninety-four (94) in the City of Keokuk in Lee County, Iowa

Lot 623:

The Easterly Twenty-one (21) feet Five and One-sevenths (5-1/7) inches of the Westerly Thirty-five (35) feet Eight and Four-sevenths (8-4/7) inches of Lot Eight (8), Block Ninety-four (94), in the City of Keokuk, Lee County, Iowa

Lot 625:

The Southeasterly Six (6) feet of Lot Seven (7) and the Northwesterly Fourteen and Twenty-nine Hundredths (14.29) feet of Lot Eight (8) in Block Ninety-four (94) in the Original City of Keokuk, Lee County, Iowa

Lot 629:

The Westerly Forty-two feet and Ten and Two-sevenths (42’ 10 2/7”) inches of Lot Seven (7), Block Ninety-four (94), Original City of Keokuk, Lee County, Iowa.

(which property is hereinafter referred to as the “Development Property”); and

WHEREAS, the City requested proposals for the acquisition and redevelopment of the Development Property and the Developer was the sole respondent; and

WHEREAS, City is willing to convey the Development Property to Developer and provide certain incentives in exchange for Developer’s construction of certain Minimum Improvements on the Development Property, as more particularly described herein; and

WHEREAS, the Iowa Economic Development Authority (“IEDA”) has awarded the City a Downtown Housing Grant in the amount of Six Hundred Thousand Dollars (\$600,000.00) for the redevelopment and rehabilitation of a portion of the Development Property via Award No. 22-ARPDH-028 (the “Downtown Housing Grant”) subject to the terms of the “Downtown Housing Agreement” attached hereto as Exhibit F; and

WHEREAS, the IEDA has awarded the City a Community Catalyst and Remediation Grant in the amount of One Hundred Thousand Dollars (\$100,000.00) for the redevelopment and rehabilitation of a portion of the Development Property via Agreement No. 22-CTBF-012 (the “Catalyst Grant”) subject to the terms of the “Catalyst Agreement” attached hereto as Exhibit G; and

WHEREAS, City believes that the development of the Development Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Purchase, Sale, and Development Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

ARPA Grant means the payment of ARPA funds to the Developer from the City under Section 8.1 of this Agreement.

Base Value means the assessed value of the Development Property and any Exhibit Buildings thereon as of January 1, 2023, before rollback; which value is \$165,970.

Catalyst Agreement means agreement number 22-CTBF-012 between the City and the IEDA in the form attached hereto as Exhibit G.

Catalyst Grant means the funds made available to the City by the IEDA under the terms of the Catalyst Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit D and hereby made a part of this Agreement.

Certificate of Occupancy means a certificate allowing occupancy within the Minimum Improvements issued by the proper governmental authority with jurisdiction thereover. A Certificate of Occupancy shall mean a final Certificate of Occupancy.

City means the City of Keokuk, Iowa, or any successor to its functions.

City Grants means collectively the ARPA Grant, the Project Tax Increment Grants, the Twin Rivers Tax Increment Grants, and the Purchase Price Reimbursement Grant.

Code means the Code of Iowa, 2023, as amended.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by Developer on the Development Property referred to in Article IV.

County means the County of Lee, Iowa.

Developer means MBMRE, LLC d/b/a Green Oak Development, an Iowa limited liability company, and its permitted successors and assigns.

Downtown Housing Agreement means the agreement between the City and the IEDA related to Award No. 22-ARPDH-028 in the form attached hereto as Exhibit F.

Downtown Housing Grant means the funds made available to the City by the IEDA under the terms of the Downtown Housing Agreement.

Effective Date means the date of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon, granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements, or all such mortgages as appropriate.

Housing Unit means each dwelling unit constructed on the Development Property as part of the Minimum Improvements.

IEDA means the Iowa Economic Development Authority.

Indemnified Parties means City and the governing body members, officers, agents, servants, and employees thereof.

Lot 619 means that portion of the Development Property known locally as 619 Main Street.

Lot 623 means that portion of the Development Property known locally as 623 Main Street.

Lot 625 means that portion of the Development Property known locally as 625 Main Street.

Lot 629 means that portion of the Development Property known locally as 629 Main Street.

MBMRE, LLC TIF Account means a separate account within the Twin Rivers Urban Renewal Tax Increment Revenue Fund of the City in which Project Tax Increments received by the City with respect to the Minimum Improvements and the Development Property shall be deposited.

Minimum Improvements means the construction of a 16 Housing Unit multi-family residential building and related site improvements to be constructed on the Development Property, as more particularly described in Exhibits A and A-1 to this Agreement.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the ordinance of the City, as may be amended and enacted from time to time, under which the taxes levied on taxable property in the Urban Renewal Area shall be divided and a portion paid into the Twin Rivers Urban Renewal Tax Increment Revenue Fund under the authority of Section 403.19 of the Code, as amended.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement.

Project Tax Increments means the property tax revenues on the assessed value of the Minimum Improvements and Development Property above the Base Value that may be divided and made available to the City for deposit in the MBMRE, LLC TIF Account of the Twin Rivers Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Project Tax Increment Grants mean the payments of Project Tax Increment to be made by the City to the Developer under Section 8.2 of this Agreement.

State means the State of Iowa.

State Grants means collectively the Catalyst Grant and the Downtown Housing Grant.

Twin Rivers Tax Increments means the property tax revenues from the Urban Renewal Area, other than the Development Property, that may be divided and made available to the City for deposit in the Twin Rivers Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Twin Rivers Tax Increment Grants mean the payments of Twin River Tax Increment to be made by the City to the Developer under Section 8.3 of this Agreement.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Twin Rivers Urban Renewal Tax Increment Revenue Fund means the special fund of the City proposed to be created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or

refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including but not limited to storms, floods, fires, explosions, or other casualty losses; unusual weather conditions; strikes, boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; litigation commenced by third parties; unexpected material or labor shortages; or the acts of any federal, State, or local governmental unit (other than City with respect to City's obligations), including any unreasonable delays by the United States Department of Housing and Urban Development and/or the Iowa Finance Authority with respect to processing any timely-filed applications by Developer for the Project.

Urban Renewal Area means the urban renewal area known as the Twin Rivers Urban Renewal Area.

Urban Renewal Plan means the Amended and Restated Twin Rivers Urban Renewal Plan.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of City. City makes the following representations and warranties:

a. City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing, nor do they conflict with or contravene any laws, order, rule or regulation applicable to City.

c. All covenants, stipulations, promises, agreements, and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of City only, and not of any governing body member, officer, agent, servant, or employee of City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. The Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and all applicable local, State, and federal laws and regulations.

f. Developer shall use its best efforts to obtain, or cause others to obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. It is anticipated that the construction of the Minimum Improvements will require a total investment of at least \$2,303,050.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property and/or the Minimum Improvements may or will be in violation of any environmental law or regulation (other than those notices, if any, of which City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property and/or Minimum Improvements, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before June 30, 2024. For purposes of this Agreement, the Minimum Improvements shall be deemed “complete” or “completed” upon Developer’s receipt of a Certificate of Occupancy for the Minimum Improvements.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Blight Remediation Grants being made to Developer pursuant to this Agreement.

ARTICLE III. SALE AND PURCHASE OF DEVELOPMENT PROPERTY

Section 3.1. Conditions Precedent. City’s obligation to transfer title and possession of the Development Property to Developer at Closing, and Developer’s obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:

a. Developer is in material compliance with all terms of this Agreement; and

b. There has not been a substantial change for the worse in the financial resources and ability of Developer, or a substantial decrease in the financing commitments secured by Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of City, that Developer will be unable to fulfill its covenants and obligations under this Agreement.

If any of these preconditions is not satisfied as of the Closing Date defined in Section 3.3(b), this Agreement shall automatically terminate, with neither party having any further obligations to the other.

Section 3.2. Transfer of Development Property. For the purchase price of \$25,000.00 (the “Purchase Price”) and other consideration, including the obligations being assumed by Developer under this Agreement, City agrees to sell, and Developer agrees to purchase, the Development Property, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by City pursuant to Section 364.7 of the Iowa Code.

Section 3.3. Closing. City’s transfer of title of the Development Property to Developer, and Developer’s payment of the Purchase Price to City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before August 15, 2023 (the “Closing Date”). Possession of the Development Property (“Possession”) shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to City’s possession shall be made as of the date of Possession. Developer shall pay the Purchase Price to City (subject to prorations, reductions, and credits as provided below). The transfer shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the Development Property in the form attached hereto as Exhibit C (“Deed”), and the filing of all title transfer documents (“Closing”). All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 3.4. Real Estate Taxes and Special Assessments.

- a. The Development Property is currently tax-exempt while owned by City; therefore, there will be no proration or credit of real estate taxes at Closing and Developer shall be responsible for all taxes post-Closing, if any; and
- b. All special assessments, if any, assessed post-Closing shall be paid by Developer.

Section 3.5. Risk of Loss and Insurance. City shall bear the risk of loss or damage to the Development Property prior to Closing, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing, in Developer's discretion and at Developer's cost. In the event of substantial damage or destruction prior to the Closing, City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, subject to Unavoidable Delays, and Developer shall complete the Closing, provided that such insurance proceeds are sufficient to reconstruct and return the Development Property to a condition substantially similar to that prior to the casualty event, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. Developer shall bear the risk of loss or damage to: (i) any improvements undertaken or caused by Developer on the Development Property prior to Closing, and (ii) the Development Property after the Closing.

Section 3.6. Condition of Property; Care and Maintenance; Environmental Matters.

a. Developer agrees to take the Development Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, City makes no warranties or representations as to the condition of the Development Property. City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Notwithstanding anything herein to the contrary, Developer hereby waives all claims against City as to the condition of the Development Property. Developer agrees to indemnify, release, defend, and hold harmless the Indemnified Parties for all claims, damages, or costs relating to the Development Property that arise after the date of Closing.

b. At Closing, City will file with the County Recorder's Office a properly executed Groundwater Hazard Statement to the extent required by law.

Section 3.7. Abstract and Title. City shall provide an abstract of title for the Development Property, continued through a date continued to and including the date of this Agreement, and deliver it to Developer for examination, which shall become the property of Developer upon Closing. Such abstract of title shall show merchantable title in City in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 3.8. Survey and Platting. Developer may, at Developer's expense prior to Closing, have the Development Property surveyed and certified by a Registered Land Surveyor. Developer shall be responsible for all surveys and platting of the Development Property after Closing, if any.

Section 3.9. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.10. Deed Restriction. Developer acknowledges and agrees that City is selling the Development Property to Developer on the condition that it be developed for the Minimum Improvements as described in this Agreement, in accordance with all terms of this Agreement. The conveyance of the Development Property to Developer is subject to use restrictions, as also described in the Deed, prohibiting the Development Property from being used or developed for any purpose other than the Minimum Improvements described herein without City's written consent, until the Termination Date of this Agreement. If Developer violates such use restrictions, then City shall be entitled to all remedies available at law or equity including but not limited to an injunction prohibiting Developer's violation of such use restrictions.

Section 3.11 Reversionary Right.

a. As security for completion of the Minimum Improvements, the City shall hold a right of reversion in the Development Property (the "Reversionary Right"), which may be exercised by the City, in its reasonable discretion, if: (i) Developer has not completed construction of the Minimum Improvements by June 30, 2024, or (ii) Developer otherwise commits an Event of Default under this Agreement, as defined in Section 10.1 before the completion of the Minimum Improvements. If one of the above conditions occurs, then the City shall automatically be entitled to exercise the City's Reversionary Right to reacquire title to the Development Property.

b. Developer shall allow no mortgages or liens (including, but not limited to, mechanic's liens) other than those acknowledged by the City in writing to encumber the Development Property while the City holds its Reversionary Right. To exercise the Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within ninety (90) days of Developer's failure to perform under this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the Development Property shall automatically revert to the City as of the date of the recording of the notice at no cost to the City. Upon request from the City, Developer shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of its rights under this Section 3.11 within sixty (60) days of the City's demand, including without limitation, the execution of appropriate deeds and other documents releasing any liens or other encumbrances.

c. If the Developer causes the construction of the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement, the City shall record a release of its Reversionary Right.

Section 3.12. Survival of Closing. All terms of this Agreement shall survive the Closing described in this Article III.

ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 4.1. Construction of Minimum Improvements.

a. Developer agrees that it will cause the Minimum Improvements to be constructed in conformance with the terms of this Agreement and all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of City, which approvals and permits shall be made according to standard City processes for such plans and permits.

b. Developer agrees that, subject to Unavoidable Delays, the Minimum Improvements shall be completed by the date set forth in Section 2.2(k). Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

c. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement, including but not limited to substantial conformance with the description and depictions in Exhibits A and A-1 attached hereto.

d. Developer agrees that it shall permit designated representatives of City, upon at least twenty-four (24) hours' notice to Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 4.2. Construction Plans. Developer shall cause Construction Plans to be developed for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2, and which approval shall not be unreasonably withheld, conditioned, or delayed. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if they: (a) conform to the terms and condition of this Agreement; (b) conform to the terms and conditions of the Urban Renewal Plan; (c) conform to all applicable federal, State, and local laws, ordinances, rules, and regulations; (d) shall be adequate for the purposes of this Agreement to provide for the construction of the Minimum Improvements; and (e) no Event of Default under the terms of this Agreement has occurred and is continuing beyond applicable notice and cure periods; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations and shall not be deemed to be sufficient plans to

serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans for the Minimum Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by City shall not relieve the Developer of any obligation to comply with the remaining terms and provisions of this Agreement, or the provisions of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose or subject the City to any liability for the Minimum Improvements as constructed.

Section 4.3. Certificate of Completion. Upon written request of Developer after issuance of a Certificate of Occupancy for the Minimum Improvements, City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit D attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 4.3, City shall, within twenty (20) days after written request by Developer provide a written statement indicating in what respects Developer has failed to complete the Minimum Improvements, in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the reasonable opinion of City, for Developer to take or perform in order to obtain such Certificate of Completion. If Developer completes City's requested measures or acts within ninety (90) days after receiving City's notice, City shall promptly issue a Certificate of Completion to Developer.

Section 4.4. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by Developer as of the date such taxes become delinquent. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes. Developer and its successors agree that prior to the Termination Date they will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.

Section 4.5 Property Tax Abatement. Developer shall not be eligible to apply for tax abatement for the Minimum Improvements under the City's Urban Revitalization Plan, or any amendment thereto. Notwithstanding the foregoing, should Developer complete additional improvements to Lot 629 beyond those identified as Minimum Improvements herein, Development may apply for tax abatement under the

City's Urban Revitalization Plan for those additional improvements to Lot 629; provided, however, the additional improvements will only receive the tax exemption offered under the City's Urban Revitalization Plan if the additional improvements otherwise qualify under the terms of the Urban Revitalization Plan and tax exemption for the additional improvements is approved pursuant to the applicable application process.

Section 4.6. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of City, furnish City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence.

iii. Workers' compensation insurance that, at a minimum, meets statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of coverage or the payment of premiums on), insurance covering the Minimum Improvements owned by Developer, as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

d. Developer agrees to notify City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements owned by Developer or any portion thereof

resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer shall maintain, preserve, and keep the Development Property and Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon written request from City, Developer shall promptly provide City with copies of information requested by City that are reasonably related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6. Annual Certification. To assist the City in monitoring the performance of the Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City the following: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (to the extent due and payable); (ii) certification of the date the Minimum Improvements were first fully assessed, the first full assessment value of the Minimum Improvements, and the current assessment value of the Minimum Improvements; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and, to the best of that officer's knowledge and belief at the date of such certificate, and during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default,

said officer shall disclose in such statement the nature thereof, its period of existence and actions taken to correct any such default. Such statement, proof and certificate described above (the “Annual Certifications”), shall be provided to the City in the form attached hereto as Exhibit E not later than October 15 of each year, commencing October 15, 2027 and continuing until October 15, 2036.

Section 6.7. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or interest in this Agreement to any other party other than the holder of a First Mortgage unless: (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of Developer under this Agreement with respect to the portion of the Development Property being transferred; and (ii) City consents thereto in writing in advance thereof, which City shall not unreasonably withhold, delay or condition.

Section 6.8. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold by Developer to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to City to be used by City for public infrastructure, parks, trails or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VII. STATE GRANTS

Section 7.1. Downtown Housing Program Grant. For and in consideration of Developer’s obligations hereunder to construct the Minimum Improvements, and subject to Developer being in compliance with this Agreement and the Downtown Housing Agreement at the time of payment, the City agrees to grant to Developer up to the sum of Six Hundred Thousand Dollars (\$600,000.00) received from the State in accordance with the Downtown Housing Agreement, a copy of which Agreement is attached hereto as Exhibit F and incorporated herein by this reference. The City shall disburse to Developer any amount of the Downtown Housing Grant received by the City within thirty (30) days provided all of the following conditions are satisfied:

- a. Developer shall have promptly provided the City all documentation, including copies of paid invoices, proof of payment, and photographs of completed work, at project mid-point and project completion, as defined and required by Article III of the Downtown Housing Agreement;
- b. Developer shall have promptly provided the City with any other documentation reasonably requested by the City to satisfy the terms of the Downtown Housing Agreement, and shall have allowed the City and the IEDA to review and observe, at any time, completed work or work in progress;

- c. Developer shall have, on a quarterly basis, provided the City with information necessary for the City to provide the quarterly reports required by Section 5.3.1 of the Downtown Housing Agreement;
- d. Developer shall have ensured that all publications and signage satisfy the requirements of the Downtown Housing Agreement and shall have included the following: “This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury”;
- e. Developer shall be making substantial and timely progress toward completion of the Minimum Improvements consistent with the terms of this Agreement and the Downtown Housing Agreement;
- f. Developer shall have satisfied any match requirement under Section 3.2 of the Downtown Housing Agreement;
- g. Developer shall be in compliance with the terms of this Agreement and the Downtown Housing Agreement; and
- h. The City shall have received the Downtown Housing Grant payment from the IEDA and said payment is not otherwise limited or rescinded by the State.

Section 7.2. Catalyst Grant. For and in consideration of Developer’s obligations hereunder to construct the Minimum Improvements, and subject to Developer being in compliance with this Agreement and the Catalyst Agreement at the time of payment, the City agrees to grant to Developer up to the sum of One Hundred Thousand Dollars (\$100,000.00) received from the State in accordance with the Catalyst Agreement, a copy of which Agreement is attached hereto as Exhibit G and incorporated herein by this reference. The City shall disburse to Developer any amount of the Catalyst Grant received by the City within thirty (30) days provided that all of the following conditions are satisfied:

- a. Developer shall have promptly provided the City all documentation, including copies of paid invoices, proof of payment, and photographs documenting completed work at project mid-point and project completion, as defined and required by the Catalyst Agreement;
- b. Developer shall have promptly provided the City with any other documentation reasonably requested by the City to satisfy the terms of the Catalyst Agreement, and shall have allowed the City and the IEDA to review and observe, at any time, completed work or work in progress;
- c. Developer shall have ensured that all publications and signage satisfy the requirements of the Catalyst Agreement and shall have included the following: “This Project is Sponsored in part by the Iowa Economic Development Authority”;
- d. Developer shall be making substantial and timely progress toward completion of the Minimum Improvements consistent with the terms of this Agreement and the Catalyst Agreement;

- e. Developer shall be in compliance with the terms of this Agreement and the Catalyst Agreement; and
- f. The City shall have received the Catalyst Grant payment from the IEDA and said payment is not otherwise limited or rescinded by the State.

Section 7.3. No Duplicative Costs. Developer shall not submit the same or duplicative costs to the City for reimbursement under both the Downtown Housing Grant and Catalyst Grant. In submitting cost information to the City pursuant to this Article VII, Developer shall clearly identify which State grant the costs are related to and shall provide all substantiation required by the respective State agreement or requested by the City. Developer further promises that the costs submitted for each State grant shall be costs within the scope of work authorized by the respective State agreement, and Developer shall promptly respond to any request from the City to substantiate that the costs are directly related to the project as the project is defined in the respective State agreement.

Section 7.4. Developer Repayment. For and in consideration of the City's participation in this Project, the Developer agrees that, if the City is obligated to repay any amount of the grant funds disbursed to the City under the Downtown Housing Agreement or the Catalyst Agreement, Developer shall pay to the City an amount equal to the City's repayment amount within thirty (30) days of the City's written demand for such repayment.

ARTICLE VIII. CITY GRANTS

Section 8.1. ARPA Grant. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees to reimburse Developer up to a total of \$300,000 in Qualified Costs from available ARPA funds ("ARPA Grant") subject to all of the following:

- a. For purposes of the ARPA Grant, "Qualified Costs" means material and labor costs incurred directly for the completion of the Minimum Improvements, which costs are not submitted for reimbursement under either of the State Grants.
- b. The ARPA Grant shall be payable from and secured solely and only by funds received by the City under the American Rescue Plan Act and not allocated or dedicated to other purposes as of the Effective Date, and such Grant shall not be payable in any manner by general taxation or from any other City funds.
- c. Each reimbursement shall be made within thirty (30) days after the City's receipt and approval of all documentation, including copies of paid invoices, proof of payment, and photographs of completed work, substantiating the Qualified Costs. Developer shall not submit a request for reimbursement more frequently than once per month.
- d. Each reimbursement is conditioned on the Developer being in compliance with the terms of this Agreement at the time of payment.

Section 8.2 Project Tax Increment Grants.

a. Formula and Schedule. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to ten (10) consecutive annual payments of Project Tax Increment Grants to the Developer, under the following formula and schedule. Assuming completion of the Minimum Improvements by June 30, 2024, full assessment of the Minimum Improvements on January 1, 2025, and debt certification to the Auditor by the City prior to December 1, 2025, the Project Tax Increment Grants shall commence on June 1, 2027, and end on June 1, 2036, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

<u>Date</u>	<u>Amount of Project Tax Increment Grants</u>
June 1, 2027	100% of Project Tax Increments for Fiscal Year 26-27
June 1, 2028	100% of Project Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Project Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Project Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Project Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Project Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Project Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Project Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Project Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Project Tax Increments for Fiscal Year 35-36

b. Maximum Amount of Grants. The aggregate amount of the Project Tax Increment Grants that may be paid to Developer under this Agreement shall be equal to the total amount of the applicable percentages of Project Tax Increments collected in respect of the assessments imposed on the assessed value of the Minimum Improvements and Development Property above the Base Value over the specified ten (10) year period, but in no event shall exceed One Hundred Thirty Thousand Dollars (\$130,000) over the ten (10) year period. In no event shall Developer be entitled to receive more than calculated under the formula set forth in this Agreement, even if the combined aggregate maximum of \$130,000 is not met.

c. Source of Grants. The Project Tax Increment Grants shall be payable from and secured solely and only by Project Tax Increments deposited and held in the MBMRE, LLC TIF Account of the Twin Rivers Urban Renewal Tax Increment Revenue Fund of the City. The Project Tax Increment Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

d. Limitation to Minimum Improvements. The Project Tax increment Grants are only derived from the increase in assessed value to the Development Property above the Base Value caused by the completion of the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements (including any additional improvements to Lot 629 beyond those set forth in Exhibit A) which, to be eligible for City Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.3 Twin Rivers Tax Increment Grants.

a. Amount of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to five (5) consecutive annual payments of Twin Rivers Tax Increment Grants to the Developer, each in the amount of \$50,000. Assuming completion of the Minimum Improvements by June 30, 2024, the Twin Rivers Tax Increment Grants shall commence on June 1, 2026, and end on June 1, 2030. The aggregate amount of the Twin Rivers Tax Increment Grants that may be paid to Developer under this Agreement shall not exceed \$250,000.

b. Source of Grants. The Twin Rivers Tax Increment Grants shall be payable from and secured solely and only by Twin Rivers Tax Increments deposited and held in the Twin Rivers Urban Renewal Tax Increment Revenue Fund of the City. The Twin Rivers Tax Increment Grants shall not be payable in any manner by Project Tax Increments, general taxation or from any other City funds.

Section 8.4. Purchase Price Reimbursement Grant. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make a one-time payment of \$25,000 (“Purchase Price Reimbursement Grant”) to Developer within thirty (30) days after Developer’s completion of the Minimum Improvements as evidenced by Developer’s receipt of a Certificate of Completion. The Purchase Price Reimbursement Grant shall be payable from and secured solely and only by General Fund Project Reserves, and shall not be payable in any manner by general taxation or from any other City funds.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Sections 8.1 through 8.4 above, the obligation of the City to pay City Grants in any year shall be subject to and conditioned upon the following:

- a. Developer’s compliance with the terms of this Agreement and payment of property taxes;
- b. Developer’s timely filing of the Annual Certifications required under Section 6.6 hereof and the Council’s approval thereof; and
- c. No Event of Default shall have occurred and be continuing.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.6 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the City Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.6 hereof shall be considered separately in determining whether the City shall make any of City Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for City Grants in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which City Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto

to provide Developer with an opportunity to receive City Grants only if Developer fully complies with the provisions hereof and becomes entitled thereto, up to the maximum aggregate amounts set forth above.

Section 8.6. Annual Appropriation.

a. Each City Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future City Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Sections 8.1 through 8.4 hereof, the City shall have no obligation to make City Grants to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the City no longer receives Project Tax Increments or Twin River Tax Increments; or the City receives an opinion from its legal counsel to the effect that the use of ARPA funds, Project Tax Increments, or Twin Rivers Tax Increments, as contemplated under Sections 8.1 through 8.3, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) annual City Grants would otherwise have been paid to Developer, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Project Tax Increments and Twin Rivers Tax Increments above and beyond the amounts to be given to Developer in this Agreement, or any available Project Tax Increments or Twin River Tax Increments resulting from the suspension or termination of the City Grants, for any purpose for which the Project Tax Increments or Twin Rivers Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the

Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements. Provided, however, such release shall not be deemed to include loss or damage that arises directly out of the gross negligence or intentional misconduct of the Indemnified Parties.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements, or (iii) any hazardous substance or environmental contamination located in or on the Development Property occurring or arising subsequent to Closing.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed to be commenced and continued pursuant to the terms and conditions of this Agreement;

b. Transfer of Developer’s interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay ad valorem taxes on the Development Property;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement, or made by Developer in any written statement or certification furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by City to Developer and to the holder of the First Mortgage (but only to the extent City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to City that the Event of Default will be cured as soon as reasonably possible:

a. City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement;

b. City may terminate this Agreement;

c. City will have no obligation to make payment of State Grants or City Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the State Grants or City Grants previously made to Developer, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer;

d. If the Event of Default occurs before completion of the Minimum Improvements, City may exercise its Reversionary Right; or

e. City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to MBMRE, LLC d/b/a Green Oak Development at 1124 Avenue H, Fort Madison, IA 52627; Attn: Michael Mohrfeld, President; and
- b. In the case of City, is addressed to or delivered personally to the City of Keokuk at City Hall, 501 Main Street, Keokuk, IA 52632, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit B, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by City by virtue hereof. City shall pay for the costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2036, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

CITY OF KEOKUK, IOWA

By: _____
Kathie Mahoney, Mayor

ATTEST:

By: _____
Celeste El Anfaoui, City Clerk

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Kathie Mahoney and Celeste El Anfaoui, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Purchase, Sale, and Development Agreement – City of Keokuk, Iowa]

MBMRE,LLC d/b/a GREEN OAK
DEVELOPMENT,
An Iowa limited liability company

By: _____
Michael Mohrfeld, President

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Michael Mohrfeld, to me personally known, who, being by me duly sworn, did say that he is the President of MBMRE, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said signer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for State of Iowa

[Signature page to Purchase, Sale, and Development Agreement – MBMRE, LLC]

EXHIBIT A
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of:

- Demolition of the rear single story portion of Lot 619 as well as the two story portion of Lot 623, and properly dispose of all debris.
- Securing and making weather tight the building on Lot 629 pending further development.
- Rehabilitating the remaining buildings on Lots 619, 623 and 625 into a total of sixteen Housing Units as depicted in Exhibit A-1. The Housing Units will range in size from 700-825 sq. ft. with the majority being one bedroom including a large living and kitchen space. Each Housing Unit will be finished with custom cabinets and Corian countertops. In addition, each Housing Unit will include a washer and dryer, stainless steel appliances, plus ducted heating and air conditioning. The building will include a 42KW Solar System that will provide a projected 60% of the building's electrical usage. All Housing units will be fiber ready.
- Utilizing the Lot 629 greenspace for a stair tower and a gated green space. The green space will include a patio, seating, green space for outdoor games, and decorative lighting.
- Rod iron and brick columns will be added to enhance the curb appeal of the property.
- The front of the building on Lot 619 will be redeveloped to include 1,675 sq ft. of commercial space available for rent.

The Minimum Improvements shall be completed by Developer on the Development Property consistent with approved plats and plans and the terms of the Agreement, including this Exhibit A and the diagrams in Exhibit A-1.

See Exhibit A-1 for site plans and renderings of the Housing Units. The renderings and plans set forth in Exhibit A-1 are preliminary in nature and subject to change pursuant to the terms of the Agreement.

EXHIBIT A-1
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS
(6 pages)



Exhibit A-2

EXHIBIT A-1
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS
(6 pages)



Exhibit A-3

EXHIBIT A-1

SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS
(6 pages)



[illegible]

[illegible]

Sheet Notes

0-1/8" = 1'-0"

Keokuk, IA

600 Block Keokuk

1124 Ave. H
Fort Madison, IA 52627
Phone: 319-272-5536

NOT TO SCALE. THIS PLAN IS A GENERAL REPRESENTATION OF THE PROPOSED DEVELOPMENT. THE EXACT LOCATION, SIZE, AND SHAPE OF THE BUILDING AND THE EXACT LOCATION, SIZE, AND SHAPE OF THE LOT SHALL BE DETERMINED BY THE LOCAL GOVERNMENT. THE LOCAL GOVERNMENT SHALL BE THE FINAL AUTHORITY ON THE MATTER.

3rd Floor Plan

A1.3

1124 Ave. H

Fort Madison, IA 52627

Phone: 319-272-5536

NOT TO SCALE. THIS PLAN IS A GENERAL REPRESENTATION OF THE PROPOSED DEVELOPMENT. THE EXACT LOCATION, SIZE, AND SHAPE OF THE BUILDING AND THE EXACT LOCATION, SIZE, AND SHAPE OF THE LOT SHALL BE DETERMINED BY THE LOCAL GOVERNMENT. THE LOCAL GOVERNMENT SHALL BE THE FINAL AUTHORITY ON THE MATTER.

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City of Keokuk, Iowa, City Hall, 501 Main Street, Keokuk, IA 52632, Attn: City Clerk

EXHIBIT B
MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

WHEREAS, the City of Keokuk, Iowa (“City”) and MBMRE, LLC d/b/a Green Oak Development, an Iowa limited liability company (“Developer”), did on or about the ____ day of _____, 2023, make, execute, and deliver a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 619:

The Easterly Fourteen (14) feet of Lot Eight (8), and the Westerly Twenty-nine (29) feet and Five-Sevenths (5/7) inch of Lot Nine (9), all in Block Ninety-four (94) in the City of Keokuk in Lee County, Iowa

Lot 623:

The Easterly Twenty-one (21) feet Five and One-sevenths (5-1/7) inches of the Westerly Thirty-five (35) feet Eight and Four-sevenths (8-4/7) inches of Lot Eight (8), Block Ninety-four (94), in the City of Keokuk, Lee County, Iowa

Lot 625:

The Southeasterly Six (6) feet of Lot Seven (7) and the Northwesterly Fourteen and Twenty-nine Hundredths (14.29) feet of Lot Eight (8) in Block Ninety-four (94) in the Original City of Keokuk, Lee County, Iowa

Lot 629:

The Westerly Forty-two feet and Ten and Two-sevenths (42’ 10 2/7”) inches of Lot Seven (7), Block Ninety-four (94), Original City of Keokuk, Lee County, Iowa.

(the “Development Property”); and

WHEREAS, the term of the Agreement shall commence on the ____ day of _____, 2023 and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Purchase, Sale, and Development Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Purchase, Sale, and Development Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Keokuk, Iowa.

IN WITNESS WHEREOF, City and Developer have executed this Memorandum of Purchase, Sale, and Development Agreement as of the ____ day of _____, 2023.

[Remainder of page intentionally left blank; signature pages to follow]

CITY OF KEOKUK, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF LEE)

Notary Public in and for the State of Iowa

Exhibit B-3

MBMRE,LLC d/b/a GREEN OAK
DEVELOPMENT,
An Iowa limited liability company

By: _____
Michael Mohrfeld, President

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Michael Mohrfeld, to me personally known, who, being by me duly sworn, did say that he is the President of MBMRE, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said signer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for said state

[Signature page to Memorandum of Purchase, Sale, and Development Agreement – MBMRE, LLC]

DRAFT – DO NOT SIGN UNTIL CLOSING

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City of Keokuk, Iowa, City Hall, 501 Main Street, Keokuk, IA 52632, Attn: City Clerk

**EXHIBIT C
SPECIAL WARRANTY DEED**

For the consideration of \$25,000.00 and other valuable consideration, the **City of Keokuk, Iowa**, (“Grantor”) does hereby convey to **MBMRE, LLC d/b/a Green Oak Development**, an Iowa limited liability company (“Grantee”), the following described real estate in Lee County, Iowa:

Lot 619:

The Easterly Fourteen (14) feet of Lot Eight (8), and the Westerly Twenty-nine (29) feet and Five-Sevenths (5/7) inch of Lot Nine (9), all in Block Ninety-four (94) in the City of Keokuk in Lee County, Iowa

Lot 623:

The Easterly Twenty-one (21) feet Five and One-sevenths (5-1/7) inches of the Westerly Thirty-five (35) feet Eight and Four-sevenths (8-4/7) inches of Lot Eight (8), Block Ninety-four (94), in the City of Keokuk, Lee County, Iowa

Lot 625:

The Southeasterly Six (6) feet of Lot Seven (7) and the Northwesterly Fourteen and Twenty-nine Hundredths (14.29) feet of Lot Eight (8) in Block Ninety-four (94) in the Original City of Keokuk, Lee County, Iowa

Lot 629:

The Westerly Forty-two feet and Ten and Two-sevenths (42’ 10 2/7”) inches of Lot Seven (7), Block Ninety-four (94), Original City of Keokuk, Lee County, Iowa.

This Deed is subject to all the terms, provisions, covenants, conditions, and restrictions contained in the Purchase, Sale, and Development Agreement by and between Grantor and Grantee dated _____, 2023 (“Agreement”), including use restrictions and a Reversionary Right held by Grantor more particularly described in the Agreement and below. The Agreement is incorporated herein by reference and is on file for public inspection at the office of the City Clerk of the Grantor.

Exhibit C-1

Draft Version (6/8/23)

USE RESTRICTION. This conveyance is subject to and conditioned upon the Property being used or developed only for the purposes of the multi-residential Minimum Improvements described in the Agreement, until the Termination Date of the Agreement, unless the governing body of Grantor consents to a different use, development, or purpose.

REVERSIONARY RIGHT. As security for completion of the Minimum Improvements, the City shall hold a right of reversion in the Property (the “Reversionary Right”), which may be exercised by the City, in its reasonable discretion, if: (i) Developer has not completed construction of the Minimum Improvements by July 1, 2024, or (ii) Developer otherwise commits an Event of Default under the Agreement before the completion of the Minimum Improvements. If one of the above conditions occurs, then the City shall automatically be entitled to exercise the City’s Reversionary Right to reacquire title to the Development Property. Developer shall allow no mortgages or liens (including, but not limited to, mechanic’s liens) other than those acknowledged by the City in writing to encumber the Development Property while the City holds its Reversionary Right. To exercise the Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within ninety (90) days of Developer’s failure to perform under this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the Development Property shall automatically revert to the City as of the date of the recording of the notice at no cost to the City. Upon request from the City, Developer shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of Reversionary Rights within sixty (60) days of the City’s demand, including without limitation, the execution of appropriate deeds and other documents releasing any liens or other encumbrances.

None of the provisions of the Agreement shall be deemed merged in, affected by, or impaired by this Deed. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement.

This transfer is exempt under Iowa Code Chapter 428A.2(19).

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____

(SEAL)

CITY OF KEOKUK, IOWA

DRAFT – DO NOT SIGN UNTIL CLOSING

By: _____
Kathie Mahoney, Mayor

ATTEST:

DRAFT – DO NOT SIGN UNTIL CLOSING

By: Celeste El Anfaoui, City Clerk

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared Kathie Mahoney and Celeste El Anfaoui, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Special Warranty Deed]

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the City of Keokuk, Iowa (“City”) and MBMRE, LLC d/b/a Green Oak Development, an Iowa limited liability company (“Developer”), did on or about the _____ day of _____, 2023, make, execute, and deliver a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within City and as more particularly described as follows:

Lot 619:

The Easterly Fourteen (14) feet of Lot Eight (8), and the Westerly Twenty-nine (29) feet and Five-Sevenths (5/7) inch of Lot Nine (9), all in Block Ninety-four (94) in the City of Keokuk in Lee County, Iowa

Lot 623:

The Easterly Twenty-one (21) feet Five and One-sevenths (5-1/7) inches of the Westerly Thirty-five (35) feet Eight and Four-sevenths (8-4/7) inches of Lot Eight (8), Block Ninety-four (94), in the City of Keokuk, Lee County, Iowa

Lot 625:

The Southeasterly Six (6) feet of Lot Seven (7) and the Northwesterly Fourteen and Twenty-nine Hundredths (14.29) feet of Lot Eight (8) in Block Ninety-four (94) in the Original City of Keokuk, Lee County, Iowa

Lot 629:

The Westerly Forty-two feet and Ten and Two-sevenths (42’ 10 2/7”) inches of Lot Seven (7), Block Ninety-four (94), Original City of Keokuk, Lee County, Iowa.

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Pottawattamie County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Signature page follows]

(SEAL)

CITY OF KEOKUK, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF LEE)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Keokuk, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certification of Completion]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.6 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on January 1, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(iii) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

MBMRE, LLC
D/B/A GREEN OAK DEVELOPMENT
An Iowa limited company

By: _____

Name: _____

Its: _____

Attachments: Proof of payment of taxes

EXHIBIT F
DOWNTOWN HOUSING AGREEMENT

EXHIBIT G
CATALYST AGREEMENT

02212418-1\10787-092



COUNCIL ACTION FORM

Date: July 17, 2023

Presented By: Broomhall

Subject: 2nd reading Amendments to zoning code Agenda Item: 8

Description:

The City Council passed the first reading of the below code amendments following a public hearing held on July 6. I have received two phone calls concerning insufficient parking in the 600 Block of Main.

Add Ground floor dwellings as special use to 20.40.020 C-2 use regulations

Add Ground floor dwellings as special use to 20.44.020 C-3 use regulations

Amend Section 20.60.040 by adding language concerning front yard setbacks for commercial buildings

Amend table 20.60.090 - Table of height and area requirements by removing "same as R-4" and adding 1-F – 6,500, 2-F – 4,350 and M-F – 750

Delete Section 20.60.100 (e) Minimum Residential Structures (prohibiting ground floor dwellings

Amend 20.68.020 Special uses – Designated , by adding subsection (28) ground floor/below grade dwellings in C-2 and C-3 Special Uses

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Held public hearing and approved 1st reading

Date _____

July 6, 2023

Recommendation:

Approve 2nd reading

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NO.

ORDINANCE AMENDING TITLE 20, SECTIONS 20.40.020, 20.44.020, 20.60.040, 20.60.090, 20.60.100 (e) AND 20.68.020. AMENDMENTS ARE IN RELATION TO GROUND FLOOR AND BELOW GRADE DWELLINGS, FRONT YARD SETBACK ADJUSTMENT AND MINIMUM LOT AREA PER FAMILY IN THE GENERAL (C-2) AND CENTRAL BUSINESS DISTRICTS (C 3)

WHEREAS, after publication of notice, the Planning Commission held a public hearing on June 26, 2023 to review requests and take public comment on proposed amendments to Title 20 Zoning, after which the Planning Commission recommended approval to the Keokuk City Council.

WHEREAS, the City Council after holding a public hearing on July 6, 2023 and consideration of the report from the City Planning Commission hereby makes the following amendments to the Keokuk Municipal Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, LEE COUNTY, IOWA, THAT:

Section 1. Subsection 25 is added to Section 20.40.020, (C-2, General Commercial Use Regulations) of the Keokuk Municipal Code to read as follows:

25. Ground floor and below grade dwellings as provided in Section 20.68.020 (28).

Section 2. Subsection 20 is added to Section 20.44.020, (C-3, Central Business District Use Regulations) of the Keokuk Municipal Code to read as follows:

20. Ground floor and below grade dwellings as provided in Section 20.68.020 (28).

Section 3. Subsection 1 of Section 20.60.040 (Front yards), of the Keokuk Municipal Code is amended to read as follows:

(1) In any R or C-1 district, where forty percent or more of the frontage on the same side of a street between two intersection streets is developed with buildings that have observed a front yard greater in depth than required in this title, new buildings shall not be erected closer to the street than the average front yard so established by the existing buildings;

Section 4. Amend the Keokuk Municipal Code, Section 20.60.090 Table of Height and Area Requirements, Rows C-2 General Commercial and C-3 Central Business District, Column Minimum Lot area Per Family by removing “Same as R-4” and replace to read as follows:

1-F – 6,500
2-F – 4,350
M-F – 750

Section 5. Subsection (e) of 20.60.100 (prohibiting ground floor and below grade units within a specific area) is repealed.

Section 6. Subsection 28 is added to Section 20.68.020, (Designated Special Use) of the Keokuk Municipal Code to read as follows:

(28) Ground floor and below grade dwellings in C-2 General Commercial and C-3 Central Commercial District provided the following standards are met as indicated on an application containing the following information:

This section establishes adaptive reuse, development and design standards and procedures for ground floor or below grade dwelling units within a C-2, General Commercial and C-3, Central Commercial Zoning District.

(a) Permit Required.

No dwelling or multiple dwellings, as defined in Title 20, shall be permitted within a C-2 and C-3 zoning district that is on the ground floor and/or below grade of any existing or new building unless a special use permit is obtained through the Board of Adjustment.

(b) Development and Design Standards.

(1) Site, floor and elevation plans shall be reviewed and approved by the Keokuk Architectural Design Committee.

(2) An allowable use other than residential must account for a floor area equal to at least 50% of the total ground-floor area of all buildings on the property, unless otherwise granted an exception by the Board of Adjustment. In this instance, the term ‘property’ shall refer to either an individual lot, or multiple adjoining lots under common ownership, which all constitute part of the same development project.

(3) Upper story residential units shall be a component of a development project;

(4) Mixed use development projects along the Main Street District corridor shall maintain a commercial appearance that is consistent with the historic character of the District.

(5) Whenever the front wall of the building corresponds with or is within 10 feet of the front lot line, and one or more residential units are located in that

portion of the building that is directly adjacent to the front wall, the following shall apply:

- a) Window and door glazing for residential units on the ground floor/below grade shall be translucent, i.e., tinted, glass block, etc.
- 6) A commercial awning or canopy shall be installed at windows/doors directly adjacent to the public way of ground floor dwellings units.
- 7) As it pertains to this section public sidewalk adjacent to ground floor dwellings may only be used for benches, flower pots or appropriate outdoor décor and only when approved by the City Council.

(c) Ground floor residential units with elevated stoops are required to obtain a special use permit. Subsection (b) (2), (5), (6) are exempt from Development and Design Standards.

Section 7. Severability.

If any section, provision or part of the ordinance codified in this chapter shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 8. Repealer Clause.

All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 9. Effective Date.

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

Initial passage by the Council on the 6th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk

ROLL CALL: CRENSHAW – AYE 2nd WARD – VACANT GARCIA – AYE
OLTMANS – AYE HELENTHAL – ABSENT ANDREWS – AYE
TILLMAN – AYE BRYANT – AYE GREENWALD – AYE

AYES - 7 NAYS – 0 ABSENT – 1 VACANT – 1

Second passage by the Council on this 20th day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: July 20, 2023

Presented By: O'Donnell

Subject: Amending Title 9 KMC Agenda Item: _____

Description:

The ordinance removes the final sections of the old code language relating to vehicles and traffic. The ordinance will now reference Chapter 321 of the Iowa Code in it's entirety. This will allow all vehicle and traffic violations to conform to District Court proceedings. This in turn allows a greater portion of the fine to be sent to the City rather than other entities.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Ordinance Amending KMC 9.010

Date

03/02/2023

Recommendation:

Recommend approval.

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NO. _____

AN ORDINANCE REPEALING CERTAIN SECTIONS OF TITLE 9 VEHICLES AND TRAFFIC OF THE CODE OF THE CITY OF KEOKUK

WHEREAS on the ____ day of _____, 2023, the City Council of the City of Keokuk passed Ordinance No. 2038 which adopted by reference the entire provisions of Chapter 321 and 321L of the Iowa Code as Amended in order to facilitate the enforcement of traffic laws in the City of Keokuk; and

WHEREAS, there are certain Sections set forth in Title 9 Vehicles and Traffic of the City Code that should be repealed as the City adoption of entire provisions of Chapter 321 and 321L of the Iowa Code will now take precedence over the Sections of the City Code identified in Exhibit A attached hereto and incorporated herein by this reference.

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

SECTION 1. The following Sections set forth in Title 9 Vehicles and Traffic of the Keokuk Municipal Code are hereby repealed, said sections being as follows:

- (a) Sections 9.08.020 through and including 9.08.140.
- (b) Sections 9.12.010, 9.12.020 and 9.12.030.
- (c) Section 9.16.010 and 9.16.30.
- (d) Sections 9.20.010 and 9.20.030.
- (e) Section 9.28.010.
- (f) Sections 9.30.010, 09.30.020, 9.30.030 and 9.30.040.
- (g) Section 9.32.010, 9.32.020, 9.32.030, and 9.32.040.
- (h) Sections 9.48.010 and 9.48.020.
- (i) Sections 9.52.030 through and including 9.52.070.
- (j) Sections 9.56.010, 9.56.020, 9.56.030 and 9.56.040.
- (k) Sections 9.68.140 and 9.68.160.
- (l) Sections 9.72.010 , 9.72.020, 9.72.030 and 9.72.040).
- (m)Section 9.76.010.

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

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

Passed by the Council on the ____ day of _____, 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. MAHONEY, MAYOR

ATTEST:

CELESTE ELANFAOUI,
CITY CLERK

Passed by the Council on the ____ day of _____, 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. MAHONEY, MAYOR

ATTEST:

CELESTE ELANFAOUI,
CITY CLERK

ROLL CALL: CRENSHAW – _____ ALTHEIDE – _____ GARCIA - _____
ANDREWS - _____ TILLMAN - _____ BRYANT - _____ GREENWALD - _____
_____ OLTMANS - _____ HELENTAL - _____

AYES - _____

NAYS - _____

ABSENT - _____

Second and Third/Final Passage by the Council this ____ day of _____, 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

K. A. MAHONEY, MAYOR

ATTEST: _____
CELESTE ELANFAOUI,
CITY CLERK

ROLL CALL: CRENSHAW – _____ ALTHEIDE – _____ GARCIA - _____
ANDREWS - _____ TILLMAN - _____ BRYANT - _____ GREENWALD - _____
_____ OLTMANS - _____ HELENTAL - _____



COUNCIL ACTION FORM

Date: 7/20/23

Presented By: Brian Carroll, P.W.D.

Subject: Mower Replacement Agenda Item: Be

Description:

The public works department would like to purchase two mowers from Armstrong Tractor of Donnellson, IA. One of the tractors will be purchased to replace the John Deere tractor that went over the bluff at Rand Park. The cost of the Spider R/C mower 25.5 is \$17,998, which will be utilized by both the park department and cemetery department and a SCAG TWF Tiger 61" will cost \$14,750 for a total cost of \$32,748 for both mowers, which will be reimbursed by ICAP (insurance).

I would therefore recommend that the Council consider the attached resolution authorizing the public works director to purchase the two mowers .

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: see below Title: Parks & Cemetery

Amount Budgeted: 0

Actual Cost: \$32,748

Under/Over: _____

Funding Sources:

Insurance refund

Departments:

Parks 001-430-6710
Cemetery 001-450-6710

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

To authorize the purchase of a Spider R/C Mower 25.5 for \$17,998 and a SCAG Turf Tiger 61" for \$14,750 for a total cost of \$32,748.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

A RESOLUTION TO PURCHASE TWO MOWERS

WHEREAS the City was reimbursed by ICAP (insurance) for the John Deere mower that was damaged in an accident; and

WHEREAS the Public Works Director would like to purchase a Spider R/C mower 25.5 for \$17,998 which will be utilized by the cemetery department as well as the parks department; and

WHEREAS the Public Works Director would also like to purchase a SCAG TWF Tiger 61” for \$14,750; and

WHEREAS the cost of both mowers will be reimbursed by ICAP (insurance).

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Public Works Director be authorized to purchase said mowers for a total cost of \$32,748.

PASSED, APPROVED, AND ADOPTED this 20th day of July 2023.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui

Q U O T A T I O N

PAGE: 1

ARMSTRONG TRACTOR LLC
1937 HIGHWAY 218
DONNELLSON, IA 52625 USA
Phone #: (319)835-9830
Fax #: (319)835-9802

PHONE #: (319)795-7249 Ext: Bob DATE: 5/16/2023
CELL #: ORDER #: 62161
ALT. #: CUSTOMER #: 4899
P.O.#: CP: 44
TERMS: Net 30 LOCATION: 1
SALES TYPE: Quote STATUS: Active

BILL TO 4899

City of Keokuk - Cemetery Dept.
P.O. BOX 400
415 BLONDEAU STREET
KEOKUK, IA 52632 US

SHIP TO

City of Keokuk - Cemetery Dept.
415 BLONDEAU STREET
KEOKUK, IA 52632 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
SPID	2SGS-EFI	SPIDER 2SGS R/C MOWOR W/EFI Engine & Winch 48.5" Cut 4 Blade	1	\$38,998.00	\$38,998.00
****	2	Discount, Fleet purchase	1	-\$1,700.00	(\$1,700.00)
SPID	CRSSLNR	SPIDER CROSSLINER R/C MOWER Honda Engine & Winch 25.5" Cut	1	<u>\$17,998.00</u>	<u>\$17,998.00</u>
****	2	Discount, Fleet purchase	1	-\$700.00	(\$700.00)
		Price includes set-up & delivery and Inbound shipping			
		End user operation training and service training included			

Quotation: Unless otherwise noted Quotions are only valid for 30 days.

SUBTOTAL:	\$54,596.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$54,596.00</u>

Authorized By: _____

Q U O T A T I O N

PAGE: 1

ARMSTRONG TRACTOR LLC
1937 HIGHWAY 218
DONNELSON, IA 52625 USA
Phone #: (319)835-9830
Fax #: (319)835-9802

PHONE #: (319)795-7249 Ext: Bob DATE: 5/22/2023
CELL #: ORDER #: 62252
ALT. #: CUSTOMER #: 4899
P.O.#: CP: 2
TERMS: Net 30 LOCATION: 1
SALES TYPE: Quote STATUS: Active

BILL TO 4899

City of Keokuk - Cemetery Dept.
P.O. BOX 400
415 BLONDEAU STREET
KEOKUK, IA 52632 US

SHIP TO

City of Keokuk - Cemetery Dept.
P.O. BOX 400
415 BLONDEAU STREET
KEOKUK, IA 52632 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	NET	TOTAL
SCA	STTII-61V-40BV-EFI	SCAG Turf Tiger II 61" V+ Deck 40hp Briggs Vanguard, A/C EFI	1	\$17,799.00	\$17,799.00
****	2	Discount, Bid for City or Government Price includes set up & delivery	1	-\$3,049.00	(\$3,049.00)

Quotation: Unless otherwise noted Quotions are only valid for 30 days.

SUBTOTAL: \$14,750.00
TAX: \$0.00
ORDER TOTAL: **\$14,750.00**

Authorized By: _____



COUNCIL ACTION FORM

Date: July 17, 2023

Presented By: Broomhall

Subject: Consultant - Planning Grant Agenda Item: 11

Description:

The City received a \$25,000 Comprehensive Neighborhood Revitalization Planning Grant. An RFP was sent out seeking consultants, three companies responded. The Keokuk Housing Committee held interviews with all three companies, evaluation forms were then sent to committee members a to score each company. Scoring was based on related experience, work plan & time line, unique qualities and ability to complete the project.

MSA Professional Services received the high score of 340, Snyder & Associates - 301.5 and Farr & Associates - 251.5. The Housing Committee therefore recommends MSA Professional Services to complete the plan.

This would be a lump sum fee, not to exceed the \$25,000 in grant funds.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve the Professional Service Agreement with MSA Professional Services to complete the Comprehensive Neighborhood Revitalization Plan.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION ACCEPTING A PROPOSAL FROM MSA
PROFESSIONAL SERVICES, INC. TO PROVIDE SERVICES FOR A
COMPREHENSIVE NEIGHBORHOOD REVITALIZATION PLAN**

WHEREAS, The City of Keokuk received a \$25,000 CDBG Comprehensive Neighborhood Revitalization Planning Grant funded by the Iowa Economic Development Authority;

WHEREAS, the City of Keokuk received three responses to an RFP and the Keokuk Housing Committee interviewed and evaluated the three companies and;

WHEREAS, the Keokuk Housing Committee believes MSA Professional Services, Inc. demonstrated their ability to prepare a quality plan and hereby recommends this firm be hired.

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

THAT, the City Council hereby accepts the Professional Services Agreement from MSA Professional Services, Inc. to provide services to prepare the Comprehensive Neighborhood Revitalization Plan for a lump sum fee, not to exceed the \$25,000 in grant funds.

Passed by the Council this 20th day of July 2023.

K. A. Mahoney, Mayor

Attest: _____
Celeste El Anfaoui, City Clerk



COUNCIL ACTION FORM

Date: July 20, 2023

Presented By: O'Donnell

Subject: Personnel Policy and Handbook Agenda Item: _____

Description:

The revised Personnel Policy and Employee Handbook is ready for adoption. The policy and handbook has been reviewed several times by the Personnel Committee of the City Council, department heads/managers, and by the collective bargaining units. Items to take note of:

Recruitment Procedures- pg 13 formalizes the advertisement for and selection of employees.

Performance Evaluations- pg 16 formalizes procedures for annual performance evaluations.

Non-Union Wage and Salary- pg 40 establishes wage policy and performance increases for non-union employees.

Maternity & Paternity Leave- pgs 46-47 as pasted previously with benefits extending to employees who adopt.

Terminal Leave- pg 49 establishes last day of work and termination date allowing employees to receive vacation pay between the two dates.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Personnel Committee recommends approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

RESOLUTION APPROVING REVISED PERSONNEL POLICY AND HANDBOOK

WHEREAS, the City Council for Keokuk, Iowa has adopted a personnel policy and handbook; and

WHEREAS, said policy has been modified and revised; and

WHEREAS, said policy has been thoroughly reviewed by the Personnel Committee of the Keokuk City Council; and

WHEREAS, said policy has been submitted to the bargaining units of the City of Keokuk, Iowa for review and comment to insure said policy and handbook conforms to negotiated collective bargaining agreements.

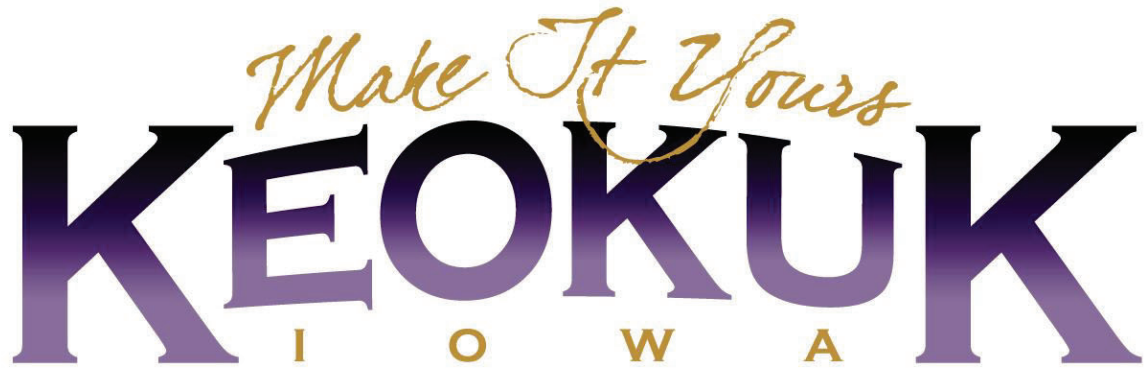
BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA that the revised Personnel Policy and handbook for the City of Keokuk, Iowa is hereby adopted.

PASSED, APPROVED, AND ADOPTED 20th day of July, 2023.

K.A. Mahoney, Mayor

ATTEST:

Celeste El Anfaoui, City Clerk



EMPLOYEE HANDBOOK

APPROVED MONTH DAY, YEAR

RESOLUTION NO. _____

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PURPOSE, SCOPE, AND DISCLAIMER

Purpose: This Employee Handbook provides the City of Keokuk, Iowa (also referred to throughout this Handbook as “City” and “Employer”) employees with an outline of the basic personnel policies, practices and procedures established to provide an efficient, equitable and functional system of personnel administration. This Employee Handbook (“Handbook”) has been prepared to make employees aware of what to expect in the way of privileges and benefits.

No policies in this Handbook shall supersede any provisions of state or federal law. If any policy in this Handbook conflicts with state or federal law, only that policy shall be void. No policies in this Handbook shall supersede a collective bargaining agreement entered into by the City. If this Handbook and the collective bargaining agreement conflict, the collective bargaining agreement provision shall govern with respect to Union employees.

The use of masculine or feminine pronouns in references or title shall be considered to include all genders or identities and is not a limitation on sex or identity.

Not all policies and regulations or details concerning policies and regulations can be covered in this Handbook. For example, some policies and benefits described in this Handbook, such as the group health insurance plan, are covered in greater detail in official policy documents from the insurance carrier. Employees should refer to those documents or contact their Supervisor for more information regarding any employment policy.

DISCLAIMER

This Handbook is provided for informational purposes only. The policies, procedures, benefits and plans described in the Handbook may be revised by the City without prior notice. The City retains the exclusive right to revise the Handbook at any time. When changes are made, you will receive an official supplement or a new Handbook. Any promises, representations or actions by a City official or employee that are contrary to this Handbook are not the official policy of the City and are of no force or effect.

This Handbook is neither a contract of employment nor a legal document. This Handbook is not intended to create any contractual rights in favor of the employee or the City. This Handbook is not to be construed as an employment contract or as a promise that the employee will be employed for any specified period of time. Employment can be terminated at any time at the will of either the employee or the City. Nothing in this Handbook changes the at-will nature of the employee’s employment with the City.

This Handbook does not create or expand any state or federal legal liability imposed on the City.

It is the responsibility of employees who receive this Handbook to read and comply with the policies in this Handbook and any future revisions made to this Handbook.

All sections of this Handbook shall apply to all employees unless otherwise specified and shall not supersede any applicable section or clause of any approved collective bargaining agreement.

Hereinafter, the City of Keokuk will be called “the City”.

SECTION I – DEFINITIONS

For purposes of this Employee Handbook, the following definitions shall apply and govern the employees of the City.

Day: An eight (8) hour period of time.

Employee: A person legally holding a position in the City service.

At-Will Employment: Except for employees covered by Civil Service, City employees are considered at-will employees. Consequently, the following definitions do not constitute an expressed or implied contract of employment. An employee may terminate his/her employment at any time and the City may also terminate the employee's employment at any time, with or without cause. Unless otherwise provided by contract or law, all employment with the City is to be considered "at-will". In addition, the employer reserves the unilateral right to change, withdraw or add to these definitions at any time.

Regular Full-Time Employee: An employee who has completed his/her probation period and who generally works thirty (30) hours or more per week on a regular basis. A regular full-time employee may be exempt or non-exempt under the Fair Labor Standards Act (FLSA) and is generally eligible to accrue and receive fringe benefits as outlined in other sections of this Employee Handbook.

Regular Part-Time Employee: An employee, who has completed his/her probation period and who generally, works less than thirty (30) hours per week on a regular basis. A regular part-time employee may be exempt or non-exempt under the Fair Labor Standards Act (FLSA) and generally not eligible to receive fringe benefits offered by the City, unless benefit eligibility is specifically granted by the City Council or governing board.

Temporary or Seasonal Employee: A temporary employee is defined as an employee who is hired by the City for a special project or a short-term period of time, generally related to seasonal work, with the understanding that his/her employment will be terminated no later than upon completion of a specific assignment, project or season, with a maximum employment period of one hundred eighty (180) days. A temporary employee may be exempt or non-exempt under the Fair Labor Standards Act (FLSA), work any number of hours a week, and is not eligible for fringe benefits offered by the City.

Contracted Employee: A temporary, seasonal, or part-time employee contracted through a temp agency and paid by the temp agency. Contracted employees are subject to the policies in this handbook unless superseded by the policies of the temp agency.

Volunteer Employee: A volunteer is an unpaid individual who performs work that is directed by and benefits the City. Volunteers will be required to follow the same policies and standards of behavior that paid employees are required to follow. Volunteers whose performance does not conform to the policies and standards that apply to paid employees will be subject to discipline, and their volunteer services may be terminated.

Contractors: The employer reserves the right, from time to time and as needed, to contract with self-employed individuals, agencies, or organizations to perform certain services for the employer. These persons or organizations shall be referred to as Contractors. Individuals employed under a Contractor Agreement shall not be eligible for any of the fringe benefits offered by the employer and shall not be considered employees of the City.

City Seniority: Length of service since the last date of hire with the City, divided into two (2) exclusive and non-transferable categories: full-time and part-time.

Departmental Seniority: Length of continuous service within a City department, divided into two (2) exclusive and non-transferable categories: full-time and part-time.

New Employee: An employee who brings no City seniority to the position.

Supervisor: Person or persons directly above an employee on the chain of command and whom the City Administrator, Mayor, and/or City Council, have delegated at least limited authority for various personnel actions.

Compensation: The salary, wage, allowances and other forms of valuable consideration earned by or paid to any employees by reason of service in any position, which does not include allowances authorized and incurred incident to employment.

Disable Person/Employee: Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such an impairment, as defined by applicable state law.

Layoff: The involuntary, non-disciplinary separation of an employee from a position because of a reduction in force or funds.

Leave: An approved absence from work.

Overtime: All time worked which is in excess of forty (40) hours in a designated seven (7) day workweek with the exception of public safety personnel as defined by Section 7(k) of the Federal Fair Labor Standards Act. Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) or 171 (police) as the number of days in the work period bears to 28. For example, fire protection personnel are due overtime under such a plan after 106 hours worked during a 14-day work period, while law enforcement personnel must receive overtime after 86 hours worked during a 14-day work period.

Compensatory Time: Time off work granted to FLSA non-exempt employees in lieu of cash payment for overtime worked at the rate of 1 ½ times hours worked over 40.

Probation Period: Probationary period is defined as the time period that begins with the first date of employment in a specified position with the employer and continues through the first ninety (90) days of employment with the employer or longer based on Iowa Code.

Exempt Employee: An exempt employee is defined as an individual, employed by the City, who has been determined to be Exempt as defined by the Fair Labor Standards Act (FLSA) and consequently is not required to receive overtime for work performed over forty (40) hours in an established seven (7) day workweek. In recognition of their exempt status, these employees are not subject to the same rigid scheduling requirements as non-exempt employees; however, it is expected that this provision will not be abused and that exempt personnel shall set a good example by their attendance, promptness and job dedication.

Non-Exempt Employee: A non-exempt employee is defined as an individual employed by the City, who has been determined to be non-exempt as defined by the Fair Labor Standards Act (FLSA) and consequently is required to receive overtime or compensation time at the rate of time and one-half for all hours worked over forty (40) hours in an established seven (7) day workweek. A paid employee classified as non-exempt, may not volunteer to perform the same type of work that he/she is normally compensated to perform. Normal work schedules for non-exempt employees shall be set by their supervisor, and employees

are expected to consistently follow that work schedule. Exceptions only allowed as approved by their immediate supervisor.

Working Days: Except for those Departments that are required to have a 24-hour operation, the working days are generally defined as Monday through Friday. The City reserves the right to change work schedules, including hours of work, without prior notification to the employee.

SECTION II – GENERAL ADMINISTRATIVE PROVISIONS

Non-Discrimination

As provided in Federal and State law, no appointment, recruitment, training, promotion, discipline, termination, or any other aspect of employment for any position with the City, shall be affected or influenced in any manner by any consideration of race, creed, color, sex, pregnancy, religion, age, national origin, gender identity, sexual orientation, disability, and/or any other classification protected by law, except where specific occupational qualities are demonstrably necessary for proper and efficient operation and administration of a job. In the application of these rules the use of the masculine or feminine gender in reference or in title shall be considered to include both genders.

Management of Operations

The City shall have in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

- Direct the work of its employees.
- Hire, promote, demote, transfer, assign and retain employees in positions within the City.
- Suspend or discharge employees for proper cause.
- Maintain the efficiency of governmental operations.
- Relieve employees from duty because of lack of work or for other legitimate reasons.
- Determine and implement methods, means, assignments and personnel by which the City's operations are to be conducted.
- Take actions as may be necessary to carry out the mission of the City.
- Initiate, prepare, certify and administer its budget.
- Exercise all powers and duties granted to the City by law.

Special Conferences

Employees are encouraged to proceed through their supervisor and department director to obtain information or discuss a personnel policy. If the matter extends to several different departments or goes beyond the authority of the department director, the employee(s) may meet with the City Administrator to review the question. Employees are also welcome to meet with the City Administrator to review any personal problems which may be affecting their work.

Harassment & Sexual Harassment

Harassment

The City expressly prohibits any form of unlawful harassment of and/or unlawful discrimination against employees and co-workers based on race, creed, color, sex, pregnancy, religion, age, national origin, gender identity, sexual orientation, disability, and/or any other classification protected by law.

Harassment is defined as: Verbal or physical conduct which is insulting or intimidating; has the effect of

interfering with an individual's work or performance; or creates an intimidating, hostile or offensive work environment. Illegal discrimination is defined as: actions and/or decisions taken because of an individual's legally protected characteristics or status which result in harming, limiting or reversing the individual's employment status and/or employment opportunities. Harassment may consist of a variety of behaviors, including, but not necessarily limited to the following examples:

- Expressing comments, jokes, puns, innuendoes, bantering, and teasing that demean, insult, or offend another person or persons.
- Expressing words, names, and statements that demean, insult or offend another person or persons.
- Leering, gawking, and making other nonverbal gestures that demean, insult or offend another person or persons.
- Posting or displaying pictures, photos, illustrations or objects in the workplace that demean or offend another person or persons.

Sexual Harassment

It is the policy of the City that all employees are responsible for maintaining a workplace free from sexual harassment. Submission to sexual harassment shall not be a condition of employment or advancement with the City and the City strongly disapproves of offensive or inappropriate sexual behavior in the workplace.

Sexual harassment is defined as illegal discrimination on the basis of gender. It can consist of unwelcome sexual advances, requests for sexual favors, or other physical or verbal conduct of a sexual or harassing nature by supervisors, managers, co-workers or others in the workplace.

Sexual harassment exists when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of the conduct is used as the basis for decisions affecting employment; or
- The conduct has the purpose or effect of creating an intimidating, hostile or offensive work environment.

Sexual harassment may consist of a variety of behaviors, including, but not necessarily limited to the following examples:

- Verbal conduct such as sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions, or threats;
- Nonverbal or visual materials such as derogatory posters, photographs, graffiti, cartoons, drawings, e-mail or gestures;
- Physical conduct such as unwelcome touching, hugging, kissing, coerced sexual contact, or assault;
- Threats or demands to submit to sexual requests in return for work or job-related benefits; or
- Retaliation for reporting or threatening to report harassment. The City expressly prohibits any form of harassment or discrimination, sexual or otherwise, that interferes with the ability of any employee to perform his/her job duties.

Any employee who has a complaint of sexual harassment at work, by anyone, including supervisors, department heads, co-workers, or visitors to the workplace, should immediately report the problem to his/her Department Head and/or the City Administrator.

All employees who observe sexual harassment (or discrimination) at work, by anyone, including supervisors, co-workers or visitors to the workplace, shall immediately bring the problem to the attention of his/her Department Head and/or the City Administrator. The City Administrator and/or the person receiving a complaint of sexual harassment shall immediately name an impartial investigator.

Investigations will be conducted in a timely manner. Confidentiality will be maintained to the extent that is reasonably practical.

Investigation of a complaint normally will include interviewing the parties involved and any named or apparent witnesses. All employees are expected to cooperate with an investigation. All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint under this policy, participating in an investigation or filing a complaint with a state or federal agency.

Any employee determined after investigation to have harassed another employee will be subject to appropriate disciplinary procedures depending upon the severity of the behavior, up to and including termination from employment. The City will take appropriate action intended to punish the offender and to prevent further harassment.

Employees who make good faith claims of discrimination or harassment shall not be subjected to retaliation. Witnesses who, in good faith, participate in any investigation regarding discrimination or harassment shall not be subjected to retaliation. Retaliation is punishing an employee by demoting them, terminating them or changing his/her work conditions in a material way. The City shall not tolerate retaliation. If an employee believes that he/she is subject to retaliation, the employee should use the complaint procedure outlined in the City's policy in this Handbook.

Complaint Procedure for Claims of Discrimination, Harassment, and Retaliation

Any employee who feels he/she is being subjected to unlawful discrimination, harassment and/or retaliation should immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- Employee's Supervisor
- City Administrator

The employee should be prepared to provide the following information:

- Employee's name, department and position title.
- Name of the person or persons committing the unlawful conduct.
- Date(s) and approximate time(s) of the unlawful conduct.
- The specific nature of the unlawful conduct, how long it has gone on and any employment action (demotion, failure to promote, termination, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against him/her as a result of the harassment.
- Witnesses to the unlawful conduct, if any.
- Whether the employee has previously reported such unlawful conduct and, if so, when and to whom.

After receiving a complaint about unlawful discrimination, harassment and/or retaliation, the person receiving the complaint shall document the complaint in writing. The employee shall sign the written complaint, attesting to the accuracy and truthfulness of the incident. All information disclosed in the complaint procedure will be held and will be disclosed only on a need-to-know basis in order to investigate and resolve the matter.

Investigation of Claims of Discrimination, Harassment, and Retaliation

It is the City Administrator's responsibility to coordinate the investigation of unlawful discrimination, harassment and/or retaliation complaints. If the City Administrator is the subject of the complaint, the Mayor shall coordinate the investigation. The following procedures shall apply to the investigation of such

complaints:

- The person to whom the complaint is made shall immediately present it in writing to the City Administrator.
- The City Administrator shall name an impartial investigator who shall promptly begin the investigation.
- The investigator shall meet with the complainant and the respondent, as well as any witnesses who may assist in the investigation.
- The investigator shall notify the respondent of the allegations against them unless immediate notification would jeopardize the investigation or result in a safety concern.
- The respondent shall be given an appropriate opportunity to refute the allegation and present information and/or witnesses on his/her behalf.
- The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by all persons interviewed about the unlawful conduct.
- Based upon the investigative report, the City Administrator shall determine whether the respondent's conduct constituted unlawful discrimination, harassment and/or retaliation. In making that determination, the City Administrator shall look at the record as a whole and the totality of circumstances, including the nature of the conduct in question and the context in which the conduct, if any, occurred. The City Administrator shall use the preponderance of the evidence standard in determining whether the complaint about the unlawful conduct is substantiated or not substantiated.
- If the City Administrator determines the complaint is substantiated, he/she shall determine the appropriate disciplinary measures depending upon the nature and severity of the behavior, up to and including termination of employment. The City Administrator shall take appropriate measures intended to not only discipline the offender, but which are reasonably calculated to prevent further discrimination, harassment or retaliation in the future.
- This determination shall include whether a supervisory relationship exists, and any other factors the City Administrator believes relate to fair and efficient administration of the City, including the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. Upon the conclusion of the investigation, the City Administrator shall notify the complainant and respondent of the determination (substantiated or not substantiated.) If any disciplinary measures are implemented, they are confidential personnel matters which shall not be disclosed to any employees. The City Administrator shall notify the complainant and respondent that retaliation will not be tolerated and that if the complainant experiences retaliatory conduct, he/she should report it to the City Administrator or complainant's Supervisor.
- Upon the conclusion of the investigation, the City Administrator shall notify the witnesses that the matter has been concluded, and that if they experience retaliatory conduct, to promptly report it to the City Administrator or their Supervisor.
- If the City Administrator determines after reviewing the investigation report that the complainant did not make the complaint in good faith or otherwise falsified the complaint, the City Administrator shall determine the appropriate disciplinary measures depending upon the nature and severity of the behavior, up to and including termination of employment.

Office of the Ombudsman

Pursuant to Iowa Code Section 70A.29, the City is putting its employees on notice that Iowa Code Chapter 2C authorizes the State of Iowa Office of the Ombudsman to investigate complaints. Any employee wishing to contact the Ombudsman's Office may do so by calling toll-free at 1-888-426-6283.

Conflict of Interest

The City expects the primary interest of employees to be the people the City serves. A conflict of interest occurs when the interests of an employee or another outside party actually or potentially affect the City in a negative way.

Actual and Potential Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Activities that are inconsistent, incompatible or in conflict with City employment include, but are not limited to:

- Any employment activity or enterprise which involves the use of the City's time, facilities, equipment or supplies, prestige or influence of a City office or equipment to give the employee or the employee's immediate family members an advantage or pecuniary benefit that is not available to other similarly situated members or classes or members of the general public.
- Any employment or activity that involves the receipt of, promise of or acceptance of money or other consideration by the employee or a member of the employee's immediate family from anyone other than the City for the performance of any act that the person would be required or expected to perform as part of the person's regular duties during the hours during which the person performs service or work for the City.

No City employee shall, directly or indirectly, control, inspect, review, audit or enforce the responsibility of his/her office in any activity or enterprise in which he/she, or his/her immediate family or his/her partner or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected.

No City employee or officer shall accept any consideration given to influence him/her in the performance of his/her duty.

Employees may have outside business interests and outside employment so long as these do not interfere with job performance. Employees may not earn profit from outside employment or business interests which directly results from affiliation with the City.

Gifts and Gratuity

All employees shall comply with state law provisions involving conflict of interest. Employees shall not accept personal gifts offered to them because of their employment with the City, provided that this rule shall not apply to gifts of non-monetary value of less than \$3.00.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts or leases, it is imperative that they disclose to the City as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Failure to abide by this policy is considered very serious and will result in immediate disciplinary action up to and including termination.

Smoking

In compliance with the Iowa Smoke Free Air Act, smoking is prohibited in all of the City's buildings or on any of the grounds surrounding the City's buildings, including entrances to the City's buildings and parking lots. Smoking is also prohibited in or on all vehicles or equipment owned, leased or provided by the City to employees for their use. Smoking includes vaping and use of vaping devices. Smoking is permitted only on employee's scheduled break periods.

Employment Status

Staff levels, classifications, job descriptions and salaries shall be determined by the City Council. Staff categories as established by the City are:

- Regular Full-Time Employees
- Regular Part-Time Employees
- Temporary Employees
- Seasonal Employees

These categories are defined in the “Definitions” policy of this Handbook.

Exempt and Nonexempt Employees

Employee classifications are determined by the Fair Labor Standards Act. They are “exempt” and “nonexempt.”

- “Exempt employees” include those who are not subject to the overtime provisions defined by FLSA. Exempt employees are paid a set salary for any workweek in which they work any hours. While exempt employees do not receive overtime for hours worked over forty (40), in recognition of the extra hours exempt employees work over forty (40) hours per week, exempt employees are permitted twenty-four (24) hours per calendar year for personal time.
- “Nonexempt employees” must comply with the overtime provisions of FLSA, regardless of individual titles or duties. Any employee who does not meet the qualifications for exemption is included in the term “nonexempt.”

SECTION III – RECRUITMENT AND EMPLOYMENT

Recruitment Procedures

The City fills job openings with qualified applicants. The following paragraphs summarize the major elements of the City’s hiring policies for non-civil service positions. Hiring for civil service positions shall be governed by applicable section of the Keokuk Municipal Code, Code of Iowa, and departmental procedures.

- Job openings and position vacancies shall be posted on the City’s website and advertised in appropriate media, provided it has been six (6) months or more since the job opening or vacancy was last advertised. Selection of employees will be completed in the following manner:
 - *City Administrator*: Selection process determined by the City Council with confirmation of hire by majority vote of the City Council.
 - *Department Heads*: Selection through hiring committee of the City Council, in consultation with City Administrator. Confirmation by majority vote of the City Council.
 - *Department Managers*: Selection by the City Administrator and Public Works Director with confirmation by a majority vote of the City Council.
 - *All Other Employees*: Selection by at least two (2) supervisory level employees with confirmation by the City Administrator.
- Any honorably discharged veteran as defined in Iowa Code Chapter 35 and 35C is entitled to preference in appointment and employment over other applicants of no greater qualifications.
- All applicants for employment with the City shall file an application on a form provided by the City. Written statements or documentation, such as resumes, transcripts or letters of

recommendation, may be attached, but the City shall not be responsible for the return of any attachments.

- The City relies upon the accuracy of information in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. False, incorrect, or incomplete information given on the application may be grounds for termination.
- Qualified applicants will be interviewed by a hiring committee. Once the selection has been made, the salary range, starting date, benefits, and personnel policies are reviewed with the employee.
- As the City deems necessary, the employment application process may include reference checks with previous employers or other relevant background information the City would require in the determination of the applicant's employment suitability.

Licenses and Certifications

Employees whose job requires a professional license or certification must present documentation of their license or certification prior to employment. In some cases, employees may be required to obtain certification and will be given a window of opportunity to secure the certification. Employees must notify their Department Head of any changes in the status of their license or certification. If the City mandates staff to be licensed or certified, the City will assume the cost associated with that initial cost and the cost to maintain the certification or license. If an employee allows a license or certificate to lapse or no longer qualifies for such license or certification, the employee shall be disciplined up to and including termination of employment.

Driver's License

All current employees and applicants for employment in job classifications that require a valid driver's license shall obtain and maintain a valid Iowa driver's license and/or Commercial Driver's License as required, within three (3) months of hire. An employee's probationary period does not commence until the Commercial Driver's License has been obtained. Loss of license or loss of insurability by the City's insurance carrier may be cause for termination. Employee must notify their supervisor within seventy-two (72) hours of an incident that could result in the loss of license.

Background Checks

The City does not have a policy of excluding all prospective employees with prior criminal histories, convictions, or incarcerations. Decisions regarding each prospective employee will be made on an individual basis. Upon receiving confirmation that a prospective employee has been convicted of a crime or incarcerated, the City will consider several factors in determining whether the history precludes the prospective employee's employment with the City. These factors include:

- The length of time since the crime/conviction or sentence was completed: generally, a time period of less than seven (7) years will preclude a prospective employee from employment.
- The nature of the crime/conviction.
- The prospective employee's age at the time of the crime/conviction.
- The number of crimes/convictions (e.g., habitual offenders).
- How closely the crime/conviction relates to the prospective employee's anticipated job duties.
- The prospective employee's rehabilitative efforts since the crime/conviction.
- The prospective employee's record of performance since the crime/conviction.
- Any other mitigating factors identified or explained by the prospective employee.

If, based on the foregoing factors, the City determines that an offer of employment might be rescinded, the prospective employee will be afforded an opportunity to explain his/her criminal history and why it should not disqualify him/her from employment. Any disqualifications will be job-related and consistent with business necessity.

Although each decision will be made on an individualized basis, the following convictions normally will cause the City to assess a prospective employee's employability:

- Convictions pertaining to violent crimes, such as murder, sexual abuse, felony assault, violence involving minors or crimes involving weapons.
- Offenses resulting in a person being placed on the sex offender registry.
- Felony drug convictions.
- Felony or serious misdemeanor convictions relating to property crimes, including robbery, burglary, theft, embezzlement, forgery and arson.
- Driving records for anyone being considered for a driver role.

The foregoing list should not be considered all-inclusive. The City will review all prospective employees' criminal conviction and incarceration histories closely to evaluate the conviction's and/or incarceration's relatedness to a prospective volunteer's actual job position. The City will keep all information obtained about a prospective employee's criminal history, including convictions and incarcerations, confidential and will only use the information in the hiring process.

Bondable

All current employees and all applicants for employment that require a bond must be bondable by the City's insurance carrier. Loss of bondable status may be cause for termination.

Americans with Disabilities Act (ADA)

In compliance with the Americans with Disabilities Act (ADA), the City will consider reasonable accommodation to enable qualified applicants or employees with disabilities to perform the essential functions of the position. The City encourages applicants or employees to make suggestions regarding reasonable accommodations to either their Department Head or the City Administrator. All requests for reasonable accommodations and, also, any relevant information, including the reasonable accommodations made, which are approved by the City Administrator, shall be documented and kept confidential in a separate medical file of the employee with the disability.

Citizenship and Alien Status Verification

As an equal opportunity employer, it is the policy of the City to employ persons legally entitled to work in the United States without regard to citizenship, ethnic background, or place of national origin. Therefore, the City will comply with the following policies and procedures:

- No job applicant may be asked about, or categorized according to, citizenship or resident status. Hiring decisions will be made without consideration of such questions.
- Applicants who are offered jobs will be advised that, solely for purposes of compliance with the Immigration Reform and Control Act of 1986, they will be required to produce satisfactory evidence of eligibility to work in the United States and that such proof will be a condition of employment. A listing of acceptable verification documents will be provided to candidates ahead of time.
- On the employees first scheduled day of work, the employee will be asked to provide original

documents verifying eligibility to work and to complete the U.S. Citizenship and Immigration Services Form I-9. Section 1 of the form must be completed on the first day of employment and the entire process must be completed no later than three (3) working days after commencement of employment.

Relocation Expenses

All relocation expenses incurred will be the sole responsibility of the new employee, unless relocation expenses are specifically authorized by the City Council or governing board.

Probation Period

New employees shall serve a regular probationary period of ninety (90) days unless otherwise directed by State Code. Termination of employees during or at the conclusion of the probation period shall be final without right of appeal.

Promotions and Transfers

Persons promoted shall serve a probationary period of thirty (30) days. This probation period may be reduced upon the recommendation of the department director and approved by the City Administrator that the employee had demonstrated full capability of performing the work. If the employee does not perform satisfactorily during or at the conclusion of the probation period, the employee's promotion shall be terminated and he/she shall return to his/her prior classification and pay.

Performance Evaluations

The performance of each employee shall be evaluated once each year during the first quarter of each year. Employees on a probationary period shall be additionally evaluated as determined by their supervisor.

The performance evaluation shall be conducted in writing by the employee's immediate supervisor, reviewed with the employee, the department director and by City Administrator and placed in the employee's personnel file.

Physical Examinations

The City may require an applicant to submit to a job-related medical examination by a physician designated by the City and at the City's expense, or the prospective employee's physician at the prospective employee's expense if the employee requests to see his/her own physician. The medical examination shall occur after the applicant has been offered a position, but before the applicant starts work if the medical examination is required of all entering employees in the classification. The results of the examination will be kept in a confidential separate medical file.

Additionally, the City may require that an employee be examined by a qualified and licensed physician or other appropriate medical professional selected by the City if there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence. Following the examination, the employee shall provide a written statement from the physician indicating that the employee is capable of performing the essential functions of the employee's job, with or without reasonable accommodations, or is capable of performing the essential functions of another job which is open/available and for which the employee is qualified, with or without reasonable accommodations. The results of the examination will be kept in a confidential file separate from other employee records.

Fire and police policies may provide additional requirements related to employees' essential job functions for employees employed by those departments.

Should the employee contest the report, he/she shall notify the City of his/her objections within ten (10) days after he/she has received a copy of the report. The employee shall, within twenty

(20) days after receiving the report, submit in writing to the City a report of a licensed medical practitioner containing findings and opinions reached after a physical and/or medical examination of the employee. It shall be the responsibility of the employee to make the necessary arrangements for such examination and pay the cost thereof. Should the reports of the examining licensed medical practitioner of the employee's choice confirm and document the employee's dispute, it shall become binding upon both parties. The City may within ten (10) days of receipt of the report request clarification of the report, by directing questions to the employee's selected examining practitioner. The cost of securing any supplemental or clarifying opinion shall be borne by the City. Unless there is an alteration as a result of the request for clarification, the original opinion and findings of the employee's selected examining physician shall be final.

Family Medical Leave Act (FMLA)

It is the City's policy to provide unpaid leave to eligible employees in accordance with the requirements of the federal Family and Medical Leave Act (FMLA). A general overview of FMLA leave is included below. Whether a situation is covered by the FMLA depends on whether the law's requirements have been met, not on whether an employee actually requests FMLA leave. The City will designate leave as FMLA leave if the employee is eligible for FMLA leave and if the law's other requirements are satisfied, even if the employee has not requested FMLA leave. If it is found that any provision of this policy conflicts with state or federal law, including federal FMLA law, the law shall supersede this policy. In all respects, leave of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

Definitions

- “Child” means a son or daughter under 18 years of age or a child 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual daily responsibility for care and includes a biological, adopted, foster or stepchild.
- “Parent” does not include parents-in-law.
- “Serious health condition” means an illness, injury, impairment or physical or mental condition that involves:
 - An overnight stay in a hospital, hospice or residential medical care facility;
 - A period of incapacity that requires absence from work for more than three (3) consecutive calendar days AND involves either two (2) or more treatments by a health care provider, or at least one (1) treatment by a health care provider plus a regimen of continuing treatment;
 - Any period of incapacity due to pregnancy or for prenatal care;
 - A chronic serious health condition that results in periods of incapacity and sometimes requires treatment;
 - Permanent or long-term conditions which require medical supervision; or
 - Multiple treatments and recovery therefrom.
- “Spouse” means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse does not include an unmarried domestic partner.
- The “12-month period” during which the leave entitlement occurs is designated as the 12-month period measured forward from the first date of the leave.

- “Married Employees”: If an employee and his/her spouse are both employed by the City and are both eligible for family and medical leave, the employee and his/her spouse will be limited to a combined total of twelve (12) weeks of family and medical leave per year taken for any one or all of the following reasons: birth of a child or to care for the child after birth; placement of a child with the employee for adoption or foster care, or to care for the child after placement; or to care for the employee’s parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of an employee’s spouse or child, or because of an employee’s own serious health condition.

Circumstances that Qualify

The Family and Medical Leave Act provides that eligible employees may take up to twelve (12) weeks of unpaid leave during a 12-month period for any of the following reasons:

- The birth of a child and to care for a newborn child within one (1) year of birth.
- The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one (1) year of placement.
- A serious health condition that makes the employee unable to perform the functions of the employee’s job.
- To care for an immediate family member (spouse, child or parent) with a serious health condition.
- Qualifying Exigency Leave: Eligible employees may take up to twelve (12) weeks of FMLA leave to handle exigencies related to a family member’s active duty military service or call to active duty, which means leave to deal with child care, financial or legal arrangements due to deployment, leave to address issues arising from the death of the employee’s covered service member or leave to spend time with a covered service member who is on short-term temporary rest and recuperation leave during deployment, among other things.
- Covered Service Member Family Leave: Eligible employees may take up to twenty-six (26) weeks of FMLA leave to care for a spouse, son, daughter, parent or next of kin who has a serious injury or illness incurred in the line of active duty in the United States Armed Forces.

Employee Eligibility

Only eligible employees are entitled to take FMLA leave. To be eligible to take family medical leave, an employee must meet all of these criteria:

- Have worked for the City for twelve (12) months or more within the last seven (7) years (unless the break in service was due to an employee’s fulfillment of military obligation or governed by a collective bargaining agreement or other written agreement);
- Have worked at least one thousand two hundred fifty (1,250) hours for the City during the 12-month period immediately before the date the FMLA leave is to start; and
- Be employed at a location where fifty (50) or more employees are employed by the City within seventy-five (75) miles of that location.

How and When Leave May Be Taken

Family and medical leave is taken either in consecutive workweeks; intermittently in separate blocks of time or by reducing the number of days the employee works per week or hours per day.

Duration of FMLA: Eligible employees may receive up to twelve (12) weeks of FMLA within a rolling twelve-month period measuring backward from the date leave is requested. Spouses working for the City are entitled to a combined twelve (12) weeks in a twelve-month period unless the leave is for a serious health condition of either spouse. FMLA for the birth or placement of a child for adoption or foster care

must be concluded within twelve (12) months of the birth or placement of the child.

Intermittent/Reduced Schedule FMLA: FMLA for a serious health condition of the employee or an immediate family member may be taken intermittently in increments as small as one-fourth ($\frac{1}{4}$) hour or on a reduced schedule basis. Medical certification will be required providing the need for intermittent or reduced schedule leave. The employee shall attempt to schedule the employee's intermittent or reduced schedule leave so as to not disrupt City operations. In the event of a reassignment, the employee's pay and benefits during this time will be equivalent to the employee's current pay and benefits.

Employees shall not work another job while on FMLA leave.

Certification

Any leave for a serious health condition, whether for the employee or for the employee's child, spouse, parent or covered service member, will require medical certification. Medical certification forms are available from the Human Resource Specialist. The City may request a second or third opinion of a medical certification at the City's expense. Periodic re-certification at the City's expense may also be required. Medical certifications, if requested, must be provided within fifteen (15) calendar days of the request, unless special permission is received from the Human Resource Specialist.

Employees will be required to periodically check in with the Human Resource Specialist during their leave to keep the City apprised of their status and intent to return to work. Confidentiality regarding the request will be maintained except for return-to-work information or required information to ensure safety. FMLA files are considered medical records and will be kept separate from the personnel file. Certification will include the date of onset, the probable duration, type of treatment and other appropriate medical facts concerning the condition. If an employee is seeking leave for his/her own health condition, the certification must also state that the employee is unable to perform the essential functions of his/her position. For leave to care for a family member, the certification must state that the employee is needed to care for the family member and an estimate of the amount of leave time the employee will need. Other certification requirements apply in the case of intermittent or reduced schedule leave.

Employees shall be required to complete all necessary Family and Medical Leave Act documentation within the timelines provided under the law prior to any leave being approved as family and medical leave. All documents and forms shall be available from the Human Resource Specialist. If the employee fails to complete and return all necessary Family and Medical Leave Act documentation and the leave is such that would be covered as approved family and medical leave, the City may designate the leave as approved family and medical leave.

The City reserves the right to require an employee to provide recertification for the need for leave, depending on the amount of leave required.

The City reserves the right to require a copy of the covered service member's active-duty orders or other documentation issued by the military which indicate the service member is on active duty or called to active duty status and the dates of the covered service member's active duty service. This information need only be provided to the City once.

Notice Requirements

An employee requesting family and/or medical leave must give the City at least thirty (30) days' advance notice if the reason for the leave is foreseeable. If thirty (30) days' advance notice is not possible given the particular circumstances of the employee's request, the employee must notify the City as soon as is practicable – generally within one (1) or two (2) business days from the time the employee first learns of the need for leave. Employees must make a reasonable effort to schedule foreseeable or planned leaves of absence, so they do not unduly disrupt the City's operations.

In those cases where the leave is foreseeable and the employee should provide thirty (30) days' advance notice and fails to do so, the employee shall provide a written explanation to the City why such notice was not practicable upon request from the City. Failure to provide notice when required may result in discipline of the employee.

If an employee returns from any period of absence which has not been designated as FMLA leave and the employee wishes to have the leave counted as FMLA leave, the employee must notify the Human Resource Specialist within two (2) business days of returning to work that the leave was for FMLA reasons. Failure to provide this notice to the Human Resource Specialist may prevent the employee from making any later request or claim that the absence should have been covered by FMLA. Upon notification of the request for retroactively applied FMLA leave, the Human Resource Specialist will evaluate the employee's request and, if necessary, provide the employee with the necessary Notices as required by law.

Wages

FMLA Leave will be unpaid except as covered by any accrued sick leave, personal time, vacation time, holidays, compensatory time and disability or workers' compensation benefits, if applicable. An employee who has available paid time off, including sick leave, personal time, vacation time and holidays, will be required to use all appropriate paid leave in that order concurrently with his/her FMLA leave. The employee may also elect to use compensatory time to supplement any unpaid FMLA leave. If an employee wishes to use compensatory time to supplement unpaid leave, the employee must make that election to the City in writing. If an employee is on workers' compensation leave or disability leave for a condition qualifying as a serious health condition under the FMLA, the employee will be required to run FMLA leave concurrent to the workers' compensation/disability leave. When an employee is on workers' compensation or other disability leave and FMLA, if the employee wishes to supplement any reduction in pay with paid leave, the request shall be made to the Human Resource Specialist in writing. When an employee has exhausted all available paid leave, the remainder of any FMLA leave will be without pay.

Continuation Of Insurance Coverage and Fringe Benefits

During the period of family and/or medical leave, the City will continue the employee's group health plan insurance at the same level and under the same conditions as if the employee had continued working with the City in his/her assigned position. Employees will be required to make arrangements with the City to pay their required shares of the cost of the health insurance premiums while on leave. If an employee does not return from FMLA leave, the City reserves the right, in its discretion, to recover the City's portion of the premiums it has paid to maintain the employee's health coverage.

All seniority rights to which an employee is entitled shall accumulate during FMLA leave provided the employee returns to work after the requested leave. Additional sick leave and vacation time shall accrue during the time the employee is on paid leave but will not accrue if on unpaid leave. Full-time employees on paid leave will receive holiday pay when a holiday occurs. Employees on unpaid leave will not receive holiday pay.

Coordination With Other Forms of Leave

FMLA leave is coordinated with other existing forms of leave as follows:

If an employee's leave under Iowa's Workers' Compensation laws also qualifies for FMLA leave, the workers' compensation leave will run concurrent to the employee's FMLA entitlement.

When FMLA leave is used for the employee's serious health condition that is covered by Iowa's Workers' Compensation laws, the employee may be entitled to paid leave under Iowa's Workers' Compensation laws. An employee will not be required to use any accrued paid leave provided by the City if the employee

receives paid leave under Iowa's Workers' Compensation laws, however, the employee may elect to do so under the requirements of the Workers' Compensation policy in the Handbook.

If an employee's use of pregnancy-related leave pursuant to Iowa Code Chapter 216 also qualifies for FMLA leave, the leave will be counted against the employee's entitlement for both purposes.

Return To Work After Family and/or Medical Leave

An employee who qualifies for FMLA and has been unable to work due to a serious health condition must provide the City with a written release to return to work from a health care provider before returning to work. Failure to provide that certification will result in a delay in the restoration of the employee's job and may result in a denial of the restoration of the employee's job. If the employee can perform the essential functions of his/her job, the employee will be restored to his/her former position, if that position is vacant, or one with equivalent pay, benefits and conditions of employment provided the employee has complied with the requirements of this policy. If an employee's health care provider states that the employee may return to work, but that the employee has certain restrictions which limit the employee's ability to perform certain essential job functions, then such work restrictions shall be analyzed with respect to the essential functions to determine whether or not a reasonable accommodation is possible.

Any employee who decides, during the period of family and/or medical leave or following the completion of family and/or medical leave, that the employee will not return to work with the City, is asked to advise the City of this fact in writing immediately. If an employee fails to return to work after exhaustion of his/her twelve (12) weeks of FMLA leave, that employee's employment may be terminated.

Termination of FMLA Leave

An employee's FMLA leave and accompanying benefits will cease if any of the following occurs:

- The employee's employment with the City would have been terminated due to other factors, even if the employee had not taken FMLA leave.
- The employee informs the City of the employee's intent not to return from leave in writing.
- The employee fails to return from leave or continues on leave after exhausting the employee's FMLA leave entitlement.
- The employee fraudulently obtains FMLA leave.

Other Provisions

Exempt Employees: Salaried executive, administrative and professional employees of covered employers, who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exemption to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

Dishonesty: Any deliberate misrepresentation resulting in the misuse of FMLA leave will subject employees to disciplinary action.

Enforcement: It is unlawful for any employer to interfere with, restrain or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to FMLA.

The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the

jurisdiction of the U.S. Office of Personnel Management or Congress. If an employee believes that his/her rights under the FMLA have been violated, the employee may file a complaint with the Wage and Hour Division or file a private lawsuit against his/her employer in court.

For additional information, the employee should visit the Federal Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call the toll-free information and helpline, available 8 a.m. to 5 p.m. in the employee's time zone, 1-866-4-USWAGE (1-866-487-9243). This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

Seniority

General: City seniority shall be used to calculate any and all benefits; departmental seniority shall be used to calculate departmental rights. Temporary employees shall not accumulate City or departmental seniority.

Lay-off: Lay-offs shall operate on a departmental basis. When conditions in any department warrant a reduction in the workforce, employees with the least departmental seniority shall be laid-off first unless unique circumstances surrounding qualifications, experience, and or credentials, warrants the City to look at each situation on a case by case basis and shall be reinstated in the reverse order of their lay-off, contingent upon the employee's ability to perform the work available in the department concerned. Layoff procedures may be covered in departmental CBA. Please reference the appropriate document for correct procedure.

Terminated Employees: Employees will lose all seniority rights.

Personnel Files, Privacy, and Employee Access

Personnel files are the property of the City. The City Administrator, or his/her designee, shall maintain personnel files in a secure location on each employee. These files contain job-related information, including performance appraisals, disciplinary records and some beneficiary designations. Any information contained in the files will be released only as required by law, if the employee makes a written request for the City to release the information, or to a Councilmember or Department Head in accordance with this policy. However, upon request from a member of the public, the City will release information relating to dates of employment, job description, salary and such other information as may be required pursuant to Iowa Code Chapter 22. The City will release any information relating to the results of federally required drug tests in accordance with the applicable law.

To assure that City records are current, employees should notify their Department Head whenever there are any changes in the employee's home address, telephone number, marital status, emergency contact, beneficiary designations and number of dependents. As stated in Section 91B.1 of the Iowa Code, an employee shall have access to and shall be permitted to obtain a copy of the employee's personnel file maintained by the City, including, but not limited to, performance evaluations, disciplinary records and other information concerning employer-employee relations.

However, an employee's access to a personnel file is subject to all of the following:

- The City Administrator and employee shall agree on the time the employee may have access to the employee's personnel file, and a representative of the City may be present.
- An employee shall not have access to employment references written for the employee.
- The City may charge a reasonable fee for each page of a copy made for an employee of an item in the employee's personnel file. For purposes of this subsection, "reasonable fee" means an amount equivalent to the amount charged per page for copies made by a commercial copying business.

In the event the City Administrator is unavailable to respond to a request for access to personnel files and such unavailability to respond is reasonably anticipated to exist for forty-eight (48) hours or more, the City Clerk shall, consistent with the terms of this policy, have authority to act in the place of the City Administrator. In the event the City Clerk shall act in the place of the City Administrator pursuant to the terms of this policy, the City Clerk shall prepare a summary report to the City Administrator indicating who requested access to the personnel files and what files were provided pursuant to the request.

Department Heads may obtain information from the personnel files only on employees within their respective departments. The City Council may request personnel records be provided for review by the entire City Council without the consent of the employee when it is a business necessity and for legitimate employment-related reasons. Care shall be taken to protect the privacy rights of all persons mentioned in the records at any meeting, whether closed or public. Any Councilmember or Department Head seeking to review a confidential personnel record of a City employee shall provide reasonable prior written notice of the request to the City Administrator. Upon providing such notice to the City Administrator, the Councilmember or Department Head shall be permitted, during normal business hours, to review the confidential personnel records of the City employee listed on the written request. The City Administrator may be present during the review of personnel records and shall inventory the file prior to any authorized review of the file. Confidential personnel records or any portion of confidential personnel records shall not be removed from City Hall. Copies of confidential personnel records shall not be made by anyone, except for an employee obtaining information from his/her own file, or except for use by the City in a matter involving the employee. A record of the time and date of the authorized review of the confidential personnel file shall be maintained by the City Administrator.

SECTION IV – GENERAL EMPLOYEE CONDUCT

Statement of Conduct

A City employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with the duties, functions and responsibilities of the department by which he/she is employed, or in conflict with City employment.

In addition, City employees shall recognize there is an obligation on the part of each individual to give honest, efficient and economical service in the performance of his/her duties. Consequently, all employees shall strive to cooperate with and maintain a respectful and cooperative attitude towards each other and their supervisors.

Incompatible Activities

The following activities, said listing not to be construed as comprehensive, shall be considered inconsistent, incompatible or in conflict with City employment.

- Any employment activity or enterprise which involves the use for private gain or advantage of the City's time, facilities, equipment or supplies, prestige or influence of a City office or equipment.
- No City employee or officer shall, directly or indirectly control, inspect, review, audit or enforce the responsibility of his/her office in any activity or enterprise in which he/she, or his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for an award.
- No employee shall directly or indirectly solicit, accept or receive any gift having a value of three dollars or more in any one occurrence, in accordance with the Code of Iowa. No employee shall

accept money or gifts for an act which the employee would be required, or is expected, to render in the course of his/her regular duties as a City employee.

- No weapons of any kind other than pocket-knives shall be brought to the workplace, except for those employees who are certified and specifically authorized to carry and use, if necessary, weapons in the course of their employment with the City.
- Personal weapons may be housed as the law provides in personal locked vehicles only. At no time shall any weapons be displayed, carried or stored in any other way on City of Keokuk property.
- Failure to abide by this policy is considered very serious and will result in immediate disciplinary action up, to and including termination.

Political Activity

The City encourages employees as private citizens to take an active interest in government and to participate in political affairs. All employees have the right to express their opinions on political issues and candidates and are also encouraged to exercise these rights. However, such employee activity is subject to the following conditions:

- Non-partisan position of this City: No action will be allowed by any person that infringes upon the right of any employee to decide which candidates or positions to support.
- The City will not endorse or contribute to any political candidate, party or cause.
- Individual actions: No employee is allowed to give the impression that any political action or position represents the City. All political activities are to be done as the actions of individuals, on their own personal time, without use of City property or facilities.
- No employee is allowed, directly or indirectly, to coerce, attempt to coerce, command or advise any other employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes.
- Employees seeking political office: Employees who wish to seek elective office should inform their Department Head or the City Administrator. The City grants unpaid personal leave to employees who are candidates of elective office. An employee is considered to be a candidate for elective office once all statutory requirements have been met to qualify as a candidate. Employees who are granted leave under this policy must comply with the City policy for unpaid personal leave in its entirety. An employee who is unsuccessful in his/her campaign shall be returned to his/her employment on the same terms and conditions of any other employee taking a leave of absence without pay. If an employee refuses to take an unpaid leave of absence, the employee may also terminate his/her employment with the City.
- An employee of the City may not use his/her official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office. An employee of the City may not, directly or indirectly, coerce, attempt to coerce, command or advise another employee to pay, lend or contribute anything of value to a party, committee, organization or person for political purposes.
- The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the City's service on the basis of their political affiliations or activities.

Nepotism and / Employment of Relatives

It is the City's policy to avoid nepotism in the workplace. While this does not mean that relatives cannot work together at the City; it does mean that the City's policy is to be selective in the work assignments that

relatives might receive and/or the positions they hold. Iowa Code Chapter 71 shall apply when appropriate. The following guidelines will govern these situations:

- No employee will be permitted to hire the employee's relative.
- When related persons work for the City, a relative may not supervise another relative.
- Related persons will not be involved in evaluating each other's job performance or in making recommendations for salary adjustments, promotions or other budget decisions.
- No City employee shall be required to terminate employment due to the election of a relative to an elected City office.

This policy applies to all City departments and all categories of employment, including full-time, part-time, and temporary classifications. The City Administrator shall determine whether a hiring, appointment, transfer, or promotion violates the terms of this policy.

Attendance

The City relies on employees to report to work regularly and on time. If an employee is going to be late or absent, the employee must contact his/her Department Head as soon as possible but at least fifteen (15) minutes prior to the start of the employee's shift or as otherwise specified by department. If an employee has to leave early, the employee must obtain approval from his/her Department Head.

The City may take disciplinary action, up to and including termination of employment, where an employee fails to report to work timely or at all or leaves work without prior authorization. This policy shall not be construed to conflict with the Americans with Disabilities Act, the Family and Medical Leave Act (if applicable), the Iowa Civil Rights Act and other applicable federal and state laws.

Employees who miss work for three (3) consecutive days without notifying their Department Head or have three (3) consecutive days of unexcused absences, are considered to have abandoned their jobs and voluntarily resigned.

Employee Appearance

As representatives of the City, employees are expected to exhibit a neat, well-groomed appearance. Some employees are issued uniforms and must wear the uniforms during work hours at all times. Radical departure from conventional dress or personal grooming is not permitted. The City will not be held liable for damage to clothing or accessories while an employee is on duty.

Employees in the General Unit shall be provided the following protective equipment: (1) the operator on the oil truck shall be furnished protective clothing to be determined by the City; (2) the sanitation department shall be provided with gloves; (3) the City will provide employees one (1) pair of non-prescription safety glasses each year and will contribute \$37.50 toward prescription safety glasses; and (4) employees whose duties require them to work outside shall be provided winter coveralls as needed; (5) the City will provide \$120.00 toward the purchase of steel toed boots annually or provide \$200 toward the purchase of steel toed boots once every two years.

Employees in the Water Pollution Control Unit shall be provided the following protective equipment: (1) rain gear; (2) rubber boots; (3) rubber gloves; (4) the City will provide employees one pair of non-prescription safety glasses each year and will contribute \$37.50 toward prescription safety glasses; (5) employees whose duties require them to work outside shall be provided winter coveralls as needed; and (6) the City will provide \$120.00 toward the purchase of steel toed boots every two years. Employees in this unit who have successfully completed their probationary period shall be provided an annual uniform allowance in the amount of \$300.00, less taxes payable as soon as practical after July 1, of every year.

Employees provided clothing and/or uniforms by the City shall be reimbursed upon paid receipt and return of the damaged or worn-out clothing.

If the Department Head decides that an employee is in violation of the dress code, the employee will be asked to go home and change. The time required to do this is unpaid.

Departments not covered in this section should refer to their collective bargaining agreement for dress code requirements and benefits.

Use of City Property

Employees will not directly or indirectly use or allow the use of property, equipment or supplies belonging to the City for any purpose other than for City business, unless otherwise offered to the general public. Pursuant to Iowa Code Section 68B.2A, use of City equipment otherwise not available to the general public for personal or non-work-related purposes is strictly prohibited and may result in disciplinary action or criminal charges.

No employee shall willfully alter, mutilate, abuse, or waste any property, equipment or supplies belonging to the City or located on City property. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including termination. Employees authorize the City to withhold the cost of repair or replacement for any property damage caused by the employee.

If, in the course of normal business use, an employee notices that any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair, the employee should notify the Department Head as soon as possible. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or the people the City serves.

Each mechanic in the Garage and Mechanical Maintenance Department shall provide his/her own hand tools of a sufficient quantity and quality. The City shall provide each mechanic in the Garage and Mechanical Maintenance Department with a Eight Hundred Dollar (\$800.00) per year tool allowance, which will be reimbursed to the mechanic upon paid receipt.

Use of City Vehicles

City vehicles shall be used only for City business except as authorized by the City Council. Any approved use of City vehicles shall be counted as taxable income to the employee per IRS guidelines.

The safety of City employees is of critical importance to the City. Therefore, each employee has a responsibility to not only protect the employee when on the road, but also to protect those around the employee. Employees that are required to drive on City business at any time will be expected to consistently follow the policies below:

- Operate the vehicle safely, economically and in strict compliance with all traffic and parking regulations.
- Comply with routine maintenance schedules as established by the City Council.
- Assume responsibility for reporting needed repairs and maintaining the cleanliness of the interior and exterior of the vehicle.
- Radio-equipped vehicles shall maintain radio contact with an appropriate base station when on duty or on call.
- No posters, stickers or advertisements shall be placed on City vehicles without prior approval of the City Council.

- City vehicles may be used for transportation to and from meals only when assigned to an employee on a full-time basis or when in use by employees required by job assignments to take their meals in the field.
- Meet all City licensing, registration, insurance and driving record requirements.
- Smoking is prohibited in all City vehicles.
- Employees driving City vehicles shall operate the vehicle in a safe and courteous manner.
- Employees shall wear seat belts at all times while in a moving vehicle being used for City business, whether driving or riding as a passenger. Employees shall require that all passengers they are transporting wear seat belts while in a moving vehicle.
- Employees shall not allow anyone to ride in a City vehicle or a personal vehicle on City time without receiving prior written approval from the Department Head.
- Employees shall strictly follow the City's drug and alcohol policy when operating a vehicle on City time or a City vehicle.
- All accidents must be promptly reported to law enforcement, the City Administrator and/or the employee's Department Head. Employees must cooperate fully with any insurance claims investigation that occurs.
- Any moving violations or parking violations received while on City time or in a City vehicle must be promptly reported to the City Administrator and/or the employee's Department Head.
- An employee shall not use a City vehicle while on medication or suffering from a medical condition that impacts his/her ability to safely operate a vehicle.

Distracted Driving:

- The employee shall take all appropriate steps to ensure that he/she is not distracted by the cellular phone or other mobile device to the point that safety is compromised.
- Employee use of hands-free mobile devices is encouraged.
- The employee shall use care when dialing the cellular phone to ensure that safety is not compromised by the dialing process. This may require the employee to safely pull over to the side of the road in order to look up numbers or dial the phone;
- The employee shall use care to ensure that phone-related activities do not interfere with the employee's safe operation of the vehicle. If the employee must make notes during the phone call, the employee shall safely pull over to the side of the road before making said notes.
- Employees using City-issued phones for personal calls on their own time are encouraged to use appropriate safety accessories and guidelines.

Under no circumstances shall employees view or engage in texting, emailing, Internet surfing, social media use, or similar while driving.

Violations of this policy will be considered serious and may result in the imposition of discipline up to and including termination.

The City reserves the right to monitor and/or verify any employee's driving record at any time.

NOTE: The Police Department is exempt from this section and shall establish their own policy based on the nature of their daily operations and technology in the vehicle.

Drug and Alcohol Free Workplace Policy

The City is committed to providing a safe and productive environment for those individuals employed by and the individuals affected by its operations through commitment to a drug-free workplace. It is well recognized that individuals who use illicit drugs or use alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner.

To effectuate this commitment, the City has determined that it must take the necessary steps to ensure that City employees are free from the influence of drugs and/or alcohol while performing their duties. The City has developed the following Drug and Alcohol Testing Policy which covers all City employees not otherwise affected by state or federal drug testing laws. This policy is applicable to all applicants for City positions and all City employees at any time they are actually performing, preparing to perform or immediately available to perform any paid function as designated by the City.

All employees in positions requiring Commercial Driver's Licenses are subject to the federal and state laws requiring drug and alcohol testing, and where those laws conflict with this policy, those laws shall supersede such provisions of this policy. The Federal Transit Administration has adopted drug and alcohol testing procedures covering safety-sensitive employees engaged in mass transit and those laws also supersede the provisions of this policy. For purposes of DOT/FMCSA testing, the Public Works Director or his/her designee will serve as the City's designated representative (DER).

Definitions

Safety-Sensitive Employee: A safety-sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meets the requirements of this paragraph. However, the City reserves the right to add or remove positions from its list of safety-sensitive positions at any time. This includes part-time safety-sensitive employees.

Reasonable Suspicion Drug and Alcohol Test: Drug or alcohol tests based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy. Evidence in support of such a violation is drawn from specific objectives, articulable facts and reasonable inferences drawn from those facts in light of training and experience. For the purposes of this paragraph, facts and inferences may be based upon, but are not limited to, any of the following:

- Observations while at work, such as direct observation of alcohol or drug use or abuse, or physical symptoms or manifestations of being impaired due to alcohol or drug use as described in the educational materials provided to employees.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A credible source's report of alcohol use or the use of drugs. The City Administrator will have the final determination of who is a credible source.
- Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.
- Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88 of the Iowa Code, or an accident that resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed One Thousand Dollars (\$1,000.00).
- Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the City's premises, or while operating the City's vehicle, machinery or equipment.
- The employee's statement or admissions of drug use while he/she is a City employee.

Positive Test: An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he/she has a blood alcohol concentration equal to 0.04 or greater.

Illegal Drugs/Substances: Any substance that is illegal by law, has not been legally obtained or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taken according to the prescription.

Prohibited Activity

No employee shall illegally use, sell, transfer, purchase or possess drugs, alcohol, controlled substances or drug paraphernalia, or any combination thereof, while in a City facility, vehicle, vessel or aircraft or while performing City business, including business conducted in the employee's own home.

No employee shall report for work while under the influence of illegal drugs or alcohol. Furthermore, no employee shall report to work within four (4) hours of consuming alcohol even if the employee does not believe he/she is under the influence of alcohol during that time. No employee shall use illegal drugs or consume alcohol while at work.

No employee shall use prescription drugs unless: (1) a doctor has prescribed the medication to the employee; and (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform the essential duties of his/her job without endangering the public's, co-workers' or the employee's safety.

Any employee using properly prescribed drugs that may impair the employee or affect the employee's job performance shall notify his/her immediate Supervisor about the use of the drug. A drug may impair an employee or affect an employee's job performance if it may cause the employee dizziness or drowsiness or the employee or the employee's doctor believes the drug will impair the employee or affect the employee's job performance in some way.

If an employee is using a prescription drug and his/her doctor has advised him/her that the drug may adversely affect the employee's ability to perform the essential duties of his/her job, the employee shall advise his/her Supervisor of the adverse effects and the prescribed period of use.

Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the medical file of the employee maintained by the Human Resource Specialist. Information regarding the storage of drug test results and other medical information is provided in a following subsection.

Any employee using properly prescribed prescription drugs must carry the medication in its original container and the container must be labeled with the employee's name, the name of the employee's doctor, the dosage and the name of the drug prescribed.

Any employee who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to his/her Supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

The City reserves the right to offer employees who violate this policy participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered and accepted by the employee, he/she must satisfactorily participate in it as a condition of continued employment.

Notification

The City will notify applicants of this drug and alcohol testing policy at the time of his/her first interview.

The City will provide all employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, drugs and alcohol to be tested, and drug and alcohol testing requirements.

All drug testing results and other confidential information will be kept confidential.

Each employee and applicant will sign a form acknowledging receipt of these materials.

For CDL Employees: The FMCSA Clearinghouse is an electronic database that will contain information about commercial motor vehicle drivers' drug and alcohol program violations. FMCSA regulations require employers to inform drivers and driver-applicants that the following information will be reported to the Clearinghouse (beginning 1/16/2020):

- A verified positive, adulterated or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to a drug or alcohol test required by FMCSA regulations;
- An employer's report of actual knowledge of:
 - On duty alcohol use (see 49 CFR § 382.205);
 - Pre-duty alcohol use (see 49 CFR § 382.207);
 - Alcohol use following an accident (see 49 CFR § 382.209);
 - Controlled substance use (see 49 CFR § 382.213);
 - A substance abuse professional's report of the successful completion of the return-to-duty process;
 - A negative return-to-duty test; and
 - An employer's report of completion of follow-up testing.

Types Of Drug Testing

Prospective Employee Drug Testing:

All prospective, safety-sensitive employees who have been extended a conditional offer of employment with the City shall be informed that a condition of employment includes passing a drug test as part of the pre-employment process.

If a prospective, safety-sensitive employee refuses to take a pre-employment drug test when scheduled or tests positive for a substance, that employee is ineligible for City employment for one (1) calendar year from the date of the drug test. If an employee is transferred to a safety-sensitive position, drug and alcohol testing under this policy is a condition of the transfer.

Employee Drug Testing:

Post-Accident Testing: After an accident, testing shall be conducted on employees whose performance could have contributed to the accident if (1) it is required by state or federal law; or (2) reasonable suspicion exists.

Reasonable Suspicion Testing: When any Supervisor or manager has reasonable suspicion that a City employee is under the influence of drugs or alcohol while on duty, or otherwise violating the terms of this policy, that Supervisor or manager shall require reasonable suspicion testing. If reasonable suspicion testing is required, the employee will not be permitted to drive to or from the testing or while at work until the test is returned, and then only if the test produces negative results. The City will provide transportation to/from the testing at the City's expense, if necessary.

Random Testing: Because of the safety-sensitive nature of their employment, employees with safety-sensitive job duties may be required to take a drug test as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

- The City may conduct random drug and alcohol testing on safety-sensitive employees who are not covered by another drug/alcohol testing policy mandated by the state or federal government without individualized suspicion.
- The selection of employees to be tested from the pool of employees subject to testing shall be done based on a computerized randomly generated selection process administered by a third-party, in which each member of the employee pool has an equal chance of selection.
- All random drug testing will be uniform and unannounced.
- The City Administrator will determine the frequency and timing of the random drug testing.

Drug Testing Procedures

Drug and alcohol testing shall require the employee to present a reliable form of photo identification to the person collecting the sample. Drug testing will be conducted at a location designated by a supervisor or the City Administrator. The City will designate the type of testing to be performed on the sample collected. Drug and alcohol testing shall normally occur during or immediately before working hours begin or immediately after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.

The drug screening tests selected shall be capable of identifying every major drug likely to be abused including, but not limited to, marijuana, cocaine, heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in the collection process. A specimen testing positive will undergo an additional test to confirm the initial result. Any employee who breaches the confidentiality of testing information shall be subject to discipline.

The City shall pay all testing costs for pre-employment, reasonable suspicion, regularly scheduled or follow-up drug or alcohol testing ordered by the City.

In conducting drug or alcohol testing pursuant to this policy, the laboratory, the Medical Review Officer and the City shall ensure, to the extent feasible, that the testing records maintained by the City show only such information required to confirm or rule out the presence of prohibited alcohol or drugs in the body.

Post-Testing Procedures

Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. The employee may request a copy of the memorandum be placed in the employee's confidential medical file.

An employee who has a positive drug or alcohol test, either from random testing or reasonable suspicion testing, shall be subject to disciplinary action up to and including discharge.

If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse Professional prior to returning to work. If the employee successfully completes the treatment, no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation or fails to successfully complete treatment, the employee will be subject to further discipline up to and including discharge.

If the Substance Abuse Professional determines that the employee has a drug- or alcohol-related problem, the employee will be required to do follow-up testing upon the employee's return to work. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

Drug Test Results

All records pertaining to required drug tests shall remain confidential and shall not be provided to other employees or agencies, with the exception of the City Administrator and the employee's immediate Supervisor, without the written permission of the person whose records are sought. The City Administrator and the employee's immediate Supervisor shall have access to the records for purposes of employment decisions. Computerized recordkeeping shall comply with this provision of the policy.

Drug test results and records shall be stored and securely retained for an indefinite period in a confidential employee medical file maintained by the City Clerk.

Responsibility

It shall be the responsibility of the City Administrator to enforce this policy. Employees are expected to report any suspicious behavior or suspected drug abuse of an employee. It is the responsibility of each employee to abide by the procedures as outlined. Any employee refusing to submit to a drug test request made under this policy will be subject to discipline up to and including termination.

SECTION V DISCIPLINE

Work Rules

In order to maintain safe, efficient and harmonious operations, and to continue to provide the highest standard of public service, the City has adopted the following rules for its employees. Each rule reflects a common understanding of what behavior is acceptable in the workplace.

These rules are not exclusive, and discipline may be taken in other instances of misconduct. Certain departments may have additional rules and employees shall be presented those rules in conjunction with this handbook. The City can modify these rules as changing conditions warrant. The City may take whatever disciplinary action it deems appropriate in response to an offense, even if it is not included in the following list.

Employees must understand that any offense, whether or not it is included in these work rules, may result in disciplinary action up to and including discharge, without prior warning. Each case shall be considered on its own merits with due consideration to the nature of the offense, the cause, the background, the likelihood of repetition and the attitude of the offender.

While it is not possible to list all of the work rules, the following are examples of inappropriate, unacceptable conduct:

- Unsatisfactory work performance.
- Dishonesty or lying, including falsifying employment or other job-related records.
- Violating the City's policy against workplace harassment, discrimination or retaliation of any kind.
- Establishing an unacceptable pattern of tardiness or absenteeism. Absence without leave for a period of three (3) duty shifts shall be considered cause for automatic termination of employment and separation from City Service.
- Unauthorized failure to return from a leave of absence.
- Engaging in unauthorized use of City property, equipment or supplies, particularly for personal use.

- Consuming, having unauthorized possession of, being under the influence of, or reporting to work intoxicated or under the influence of non-prescribed drugs, alcohol or other substances.
- Illegally manufacturing, possessing, using, selling, distributing or transporting drugs.
- Bringing, possessing or consuming alcoholic beverages to or in City workplaces or using alcoholic beverages while engaged in City business off of City premises.
- Fighting or physically assaulting an individual or using obscene, abusive or threatening language.
- Stealing, willfully destroying or unauthorized use or alteration of property of co-workers, customers, clients or the City.
- Having unauthorized firearms, knives, explosives or other weapons on City premises or while on City business.
- Disregarding smoking, safety or security regulations.
- Engaging in insubordination or failing to cooperate with assigned employees, co-workers, supervisors or managers.
- Failing to follow City job instructions or to perform work requested by a supervisor or manager.
- Violating a City safety rule or practice or creating or contributing to unsafe, unhealthy or unsanitary conditions.
- Failing to maintain confidentiality of City, client or customer information.
- Failing to maintain necessary licenses and/or certifications.
- Failing to maintain motor vehicle insurability, if required.
- Unauthorized copying of City records.
- Refusal to work without good reason when called in for emergency situations.
- Sleeping, or giving the impression of sleeping, during work hours.
- Failing to notify an employee's Supervisor in advance of an absence from work, including arriving late or leaving early.
- Making untruthful or malicious statements about fellow employees.
- Threatening, coercing or intimidating fellow employees or others.
- Modifying another employee's timecard without authorization from the appropriate Supervisor or asking another employee to modify his/her own timecard.
- Gambling on City property or on working time.
- Soliciting monetary contributions or disturbing non-work materials without proper permission of the City Administrator.
- Discourteous treatment of any kind to the public.
- Failure to report an occupational injury.
- Failure to keep necessary certifications and credentials.
- Violation of any employee requirements in this Handbook.

Progressive Discipline

It is the City's policy to follow a system of progressive disciplinary action as outlined below. However, a violation of a serious nature may be cause for stronger disciplinary action or immediate discharge, in the City's discretion. Situations the City believes will respond to corrective discipline will normally be handled as follows:

- *Counseling:* The employee's Supervisor may give the employee a verbal warning.
- *Written warning:* If the unsatisfactory conduct continues, the employee's Department Head may issue a written warning. The written warning will state the reasons for the warning and the consequences of continued action. The employee shall acknowledge receiving the written warning by his/her signature on the written warning. A copy shall be given to the employee and a copy shall be placed in the employee's personnel file.
- *Suspension:* If sufficient improvement has not been made, or if the conduct continues, the employee may be suspended without pay. The suspension shall be documented and state the reasons for the suspension and the consequences of continued action. The employee shall acknowledge

receiving documentation of the suspension by his/her signature on the documentation. A copy of the documentation shall be given to the employee and a copy shall be placed in the employee's personnel file.

- *Termination:* If the conduct continues, the City may terminate the employment of the employee.

The City reserves the right to use whatever discipline it decides is appropriate in any situation, up to and including discharge, without regard to the progressive discipline guidelines explained above.

Employees are free to resign their employment with the City at any time and for any reason and the City retains the same right regarding termination of employment.

Certain departments may have additional discipline guidelines. Employees shall be given those guidelines in conjunction with this handbook.

Complaint Procedure

Any employee who has a complaint regarding his/her employment with the City shall follow the following complaint procedure. Note, complaints regarding discrimination, harassment and retaliation shall be handled following the procedure outlined in this Handbook.

An employee having a complaint should attempt to resolve the problem informally with his/her Department Head as soon as possible. If a solution cannot be reached, the employee may present a complaint, in writing, (see Appendix for form), to the City Administrator.

All complaints will be handled in a timely manner. As a goal, this City attempts to resolve a complaint within twenty (20) working days from the time of its initiation, however, more time may be necessary. The decision of the City Administrator regarding the complaint shall be final.

Applicable CBA sections will supersede this subsection. Complaint procedure for Public Works Bargaining Units is attached as supplemental.

SECTION VII – HEALTH AND SAFETY

General

The City strives to ensure a safe workplace. It is the responsibility of each employee to adhere to the following:

- Work according to good safety practices as posted, instructed and discussed.
- Refrain from any unsafe act that might endanger oneself, the people the City serves or co-workers.
- Use all safety devices provided. Failure to comply could result in immediate termination.
- Report any unsafe situations or acts immediately to the Department Head.

First aid supplies are located at each facility. For the purposes of workers' compensation, all injuries should be reported to a Department Head and an accident form filled out within twenty-four (24) hours and turned in at the City Clerk's office.

Reporting and Treatment of Work Related Injuries and/or Accidents

All work-related injuries and/or accidents must be reported immediately to the employee's immediate supervisor, the City Administrator, or the City Clerk. In addition, a call to the Company Nurse must be made as soon as practical after the accident to ensure coverage under the Worker's Compensation Law, if appropriate.

If you need medical treatment due to a work-related injury or illness, seek treatment at:

Blessing Health Keokuk Clinic, 1414 Main St
Company Nurse, 1-888-770-0928, www.companynurse.com

For a serious injury or illness (or any treatment that should not wait until clinic hours the next day) seek immediate treatment at the nearest emergency facility. If you choose to be treated by any other medical facility and/or physician, you may not qualify for any workers' compensation insurance benefits and you may be responsible for all medical costs related to this incident. This is in accordance to our state's workers' compensation statute.

Worker Compensation

Employees are protected under the state workers' compensation law against loss of income due to injury or death that occurs during work activities. Employees may be eligible to receive benefits for injuries arising out of and in the course of employment pursuant to the Iowa Workers' Compensation Act. The City pays the entire cost of the workers' compensation insurance premium. Employees must report all job-related accidents, injuries and illness immediately after experiencing a symptom. The insurance carrier will determine the benefits, if any, the employee deserves.

REPORTING: Any employee injured on the job will report the injury immediately, (no later than twenty-four (24) hours), to his/her Department Head, regardless of whether the injury is minor or of no apparent significance. If an employee fails to report such injury, he/she shall be disciplined accordingly.

INCIDENT REPORT: An incident report will be completed promptly by the Department Head to ensure documentation and expedite compensation.

Failure to report an injury could result in the employee not being covered under workers' compensation.

Work Related Injury - Light Duty Policy

Definitions

Light duty: Limited and/or modified duty assignments which excuse an employee from performing some or all of the essential job functions in his/her position or in another position for a temporary period of time in order to permit the employee to continue working and earning pay during his/her period of recovery/recuperation from a mental or physical impairment (including pregnancy and pregnancy or childbirth-related conditions).

Light duty shall not continue indefinitely. Light duty shall not be provided for permanent impairments which impact the employee's ability to perform some or all of the essential functions of his/her job. Instead, when an impairment becomes permanent, the City and employee shall discuss, through the interactive process, whether the employee's permanent impairment is a disability as defined by the Iowa Civil Rights Act or the Americans with Disabilities Act as amended and whether reasonable accommodations that do not present an undue burden can be implemented.

Non-work-related injury: A mental or physical injury or injuries that occur(s) off the job and which result(s) in temporary physical limitations/restrictions certified by the employee's health care provider that temporarily impact(s) the employee's ability to perform the essential functions of his/her position as set forth in the job description.

Temporary disability: A mental or physical impairment or impairments (including pregnancy and pregnancy or childbirth-related conditions) which result(s) in temporary physical limitations/restrictions

certified by the employee's health care provider which temporarily impact(s) the employee's ability to perform the essential functions of his/her position as set forth in the job description.

Temporary: Lasting for a limited period of time. An interim measure, which is not permanent. However, this term will be defined on a case-by-case basis depending upon the availability of light duty, the anticipated length of time needed for the light duty and the creation of any undue burden on the City's operations and its employees.

Policy

The City is committed to encouraging employees to return to work when their health care provider certifies that they are physically and mentally able to perform some or all of the essential job functions of their position or in another position. This permits the employee to continue working and earning pay; accruing benefits; avoiding loss of sick leave; and avoiding expiration of any applicable leaves of absence under the Handbook or the applicable collective bargaining agreement, or expiration of leave under the Family and Medical Leave Act ("FMLA").

Accordingly, if an employee with a temporary disability as defined above requests light duty and if light duty is available within the employee's limitations and restrictions certified by the employee's health care provider, the City shall offer temporary light duty to the employee.

Light duty shall extend only for the temporary period the light duty is available and the temporary period during which the employee's health care provider certifies the need. Light duty is not applicable to permanent impairments. (See definitions.) Employees shall remain in regular communication with the City regarding their status and need for light duty. Employees shall provide all health care provider status updates or changes to the City in writing.

All temporary light duty requests shall be made in writing and attaching the employee's health care provider's written certification of the need for temporary light duty with an express and detailed explanation of the limitations/restrictions on employee's mental or physical abilities, and in relation to employee's essential job functions. Employees shall deliver the light duty request to their Supervisor with a copy to the Human Resource Specialist. The City shall provide the written offer of light duty to the employee, the employee's Supervisor and the Personnel Department.

All materials related to requests for light duty, health care providers' written communications and the offer of light duty shall be kept in the employee's confidential medical file.

Light duty hours shall be paid strictly on the hours of work performed. Thus, for example, if an employee who normally works a twelve-hour shift begins working light duty for only eight (8) hours per day, pay will be reduced accordingly.

Light duty is limited to non-public safety positions only.

Personnel Safety Policy

It shall be the policy of the City of Keokuk that employees follow the safety requirements of the operator's manual for each vehicle or machine used in the operations and functions of the City Departments.

Employees must not ride on the outside of machines and vehicles such as front-end loaders, back-hoes, and dump trucks, unless the vehicle is specifically designed to carry passengers on the outside of the vehicle, such as a Sanitation Truck. Seat belts must be worn in vehicles equipped with them. This applies to passengers and operators alike. All other such requirements as laid out in the individual operator's manuals for each piece of equipment are to be observed.

It is the responsibility of the City to provide each employee with access to the operator's manual prior to their use of the piece of equipment, and the department head's responsibility to inform employees, especially new employees, of the policy. It shall be the responsibility of each employee to comply with this policy and of each department head to monitor this compliance.

Hazardous Chemical Communication

This policy is to ensure, under The Employee Right to Know law, that each employee or contractor who is employed by the City is aware of the hazardous chemicals used, stored or generated in any City facilities. It will be accomplished by the following:

- Listing of all chemical products used or generated on City property.
- Appropriate labels on containers of all chemical products.
- Material safety data sheets (MSDS) will be available for all chemical products on City property.
- Employees will be trained to recognize and interpret labels, warnings, color-coding, signs, etc. that are affixed to containers in order to properly protect themselves against potential hazards.
- Employees will be trained to understand the elements of Material Safety Data Sheets (MSDS) and to recognize possible risks to health and physical harm so employees can properly protect themselves against potential hazards.

The written hazard communication in its entirety will be available upon request to employees, their designated representatives, and to local/state/federal officials who have proper authority.

Bloodborne Pathogens

The City is committed to providing a safe and healthy work environment for all employees. In pursuit of this goal, an exposure control plan (ECP) is provided in Appendix B of this Handbook to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 C.F.R. §1910.1030, "Bloodborne Pathogens." The ECP is a key document to assist the City in implementing and ensuring compliance with the standard, thereby protecting City employees. This ECP includes:

- Determination of employee exposure.
- Implementation of various methods of exposure control, including:
 - Universal precautions.
 - Engineering and work practice controls.
 - Personal protective equipment.
 - Housekeeping.
- Hepatitis B vaccination.
- Post-exposure evaluation and follow-up.
- Communication of hazards to employees and training.
- Recordkeeping.
- Procedures for evaluating circumstances surrounding exposure incidents.

Employees should familiarize themselves with the ECP and direct any questions regarding the ECP to their Department Head.

SECTION VIII – SEPARATION OF EMPLOYEES

Termination

An employee shall be terminated for the following reasons:

- He/she resigns or retires.
- He/she is terminated by the City.
- He/she is absent for three (3) consecutive working days without notifying the City. (Exceptions to this may be made by the City.)
- He/she does not return from an unpaid leave of absence.
- He/she does not return to work when recalled from layoffs as set forth in the recall procedure. (Exceptions to this may be made by the City.)
- He/she is laid off and is not reemployed within twelve (12) months from the date of layoff.
- He/she is separated upon settlement covering total disability.
- He/she is separated for disability when he/she cannot perform the required duties of his/her position because of physical or mental impairment. Attempts will be made to make reasonable accommodations and if one cannot be made or is not feasible then the employee will be transferred to a vacant position, if one exists, provided the employee is qualified for that position.

Layoff and Recall

When it is determined by the City that a reduction of working forces within a department is necessary, the following procedures shall be followed in making layoffs.

- Layoffs shall be by department.
- Seasonal, temporary and part-time employees shall be laid off first, in any order; then the probationary employees shall be laid off, in any order.
- If additional layoffs are necessary, employees in the affected department shall be laid off in reverse order of their length of service, provided that those employees not laid off because of their length of service must be able to perform the remaining work without additional training or additional supervision.
- Employees to be laid off for an indefinite period shall have at least seven (7) calendar days' notice prior to layoff.
- When the working force is increased after a layoff the employees shall be recalled in the reverse order of their layoff, i.e. the last person laid off shall be the first recalled, the second to last person laid off shall be the second recalled, etc. unless unique circumstances surrounding qualifications, experience, and or credentials, warrants the City to look at each situation on a case by case basis and shall be reinstated in the reverse order of their lay-off, contingent upon the employee's ability to perform the work available in the department concerned.
- Notice of recall shall be sent to the employee at his/her last known address by receipted mail. Additionally, the City will attempt to make contact with the employee at the last known telephone number on file with the City.

LAYOFF AND RECALL PROCEDURES FOR PUBLIC WORKS BARGAINING UNIT ARE ATTACHED AS SUPPLEMENTAL.

Retirement

An employee must notify the City in writing of his/her retirement at least thirty days in advance of the retirement date. Once the City has been notified of such retirement date it cannot be changed unless

agreed upon by the City. In cases where there is mutual agreement between the City and the employee the thirty (30) day notice requirement may be waived and a date less than thirty (30) days from the date of notice may be agreed upon.

All regular full-time employees of the City shall be afforded coverage under the Iowa Public Employees Retirement System (IPERS) or Municipal Fire and Police Retirement System of Iowa (MFPRSI) depending on job classification and the Social Security Program of the Federal Government. Contributions required to be made on behalf of the City employees shall be made in order to implement this provision of these policies. Any contribution required by the employee to maintain coverage under either IPERS, MFPRSI, or the Social Security Program of the Federal Government shall be deducted from the wages of the employee on a uniform payroll deduction program.

Employees who are not continued in regular full-time employment status by the City may be eligible for employment by the City on a part-time basis at the option of the City.

Final Pay

Employees who leave the service of the City for any reason shall receive all pay which may be due them, with the following qualifications:

- Regular employees providing at least ten (10) working days' notice of voluntary resignation will be paid for all unused vacation days. Employees who leave before completing their first year of employment are not entitled to any accrued vacation and, therefore, shall not be paid for any unused vacation days.
- Regular employees who give fewer than ten (10) working days' notice of voluntary resignation or are involuntarily terminated shall not receive pay for their accrued vacation.
- Separation date for all employees is the last day of actual work or approved leave. Final pay received by an employee will not be construed to extend his/her employment with the City beyond the separation date.
- All City equipment shall be returned to the City on the date of the employee's termination of employment unless other arrangements are made with the City. Failure to return City issued keys, uniforms, material or other items or if these items are damaged shall result in an amount equal to their value being deducted from the employee's final paycheck.
- Employees will be advised of their rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). This act entitles employees and their dependents to continue their coverage under the City's health insurance plan at their own expense.

Any management employee who is terminated from the City for a reason other than for disciplinary or performance reasons is entitled to severance pay equal to one (1) month's pay for every one (1) year of service, up to a maximum of three (3) months' pay. To receive severance pay, the employee must have completed a minimum of twenty-three (23) months of service to the City.

Exit Interview and Exit Interview Form

An employee who has resigned his/her employment may be required to complete an exit interview process that will be conducted by the City Administrator and/or the employee's Department Head. In addition to obtaining information that might enhance the overall performance of the City, the employee may be given an Exit Interview Form to complete.

Completion of the Exit Interview Form is voluntary.

SECTION IX – HOURS OF WORK

Work schedules differ between the various departments. Department Heads shall establish guidelines for their departments. All employees are entitled to a 30-minute unpaid lunch break and two (2) paid 10-minute breaks; one in the morning and one in the afternoon. Such breaks shall be taken at times that are not disruptive to the City's work. All employees are required to show up for work on time. Employees who are unable to report to work will notify their Department Head at least fifteen (15) minutes before the start of their shift. Exempt employees may be required to work beyond the designated work schedule. Certain departments may have notification requirements that differ from this section.

Flexible schedule: Some departments within the City may offer flexible schedules to accommodate employees' situations. The Department Head must be notified of such a request by the employee in writing. (See Appendix for form.) Every attempt will be made to accommodate the employee, but only if it does not have a negative impact on the overall operation or causes another employee hardship doing his/her job. If flex hours are granted, the employee must stick to these hours or lose the privilege.

In case of emergency work, no employee shall work a tour of duty in excess of sixteen (16) hours and shall not return to work earlier than eight (8) hours after completing the first extended tour of duty.

SECTION X – PAY AND COMPENSATION

Wages

The determination of wages for City positions are the responsibility of the Department Heads and City Administrator. Salaries for each job title are commensurate with the nature of the position, taking into consideration the following:

- The diversity and complexity of duties.
- The amount of responsibility and judgment exercised.
- Location of position within the organizational chart.
- Qualifications required to perform the job.

Total compensation to employees includes salaries, fringe benefits and a vehicle and shall also be based on the following:

- Prevailing rates for similar work in other cities and private businesses.
- National, as well as local, salary patterns.
- Standards established by professional organizations.

Each employee's salary is reviewed annually. These reviews take into account the employee's performance, community conditions, comparison of similar positions and the City's financial position.

Non-union Wage and Salary

1. Exempt and non-exempt non-union employees of the City of Keokuk will be paid wages according to the Non-union Employee Wage Schedule, a copy of which is attached hereto, based upon the title of their position within the City.
2. New hires shall be given an annual salary commensurate with qualifications and experience but shall not receive less than the minimum nor more than the maximum for the salary range of their position.
3. The Non-union Employee Wage Schedule ranges will increase annually by the December to December change in CPI for All Urban Consumers: US City Average- All Items.

4. Non-union employees shall receive an annual base salary increase (BSI), unless the employee has reached the maximum range. The BSI shall be determined by the City Council and shall be independent of any and all wage increases negotiated by any and all bargaining units recognized by the City of Keokuk.
5. Employees are eligible to receive an additional .05-2% wage increase based upon their annual performance evaluation. Based on total performance scoring, the employee will earn an additional 0.5% for every full half point above the score for average on the performance evaluation. Performance related increases shall not cause employee's total salary to exceed the maximum range.
6. Non-exempt non-union employees that have reached the maximum range shall annually receive the annual CPI increase for their range.
7. All wage scales shall be reviewed once every three (3) years to ensure wages are comparable and competitive with similar positions in both the public and private sectors.

Longevity

Employees shall receive longevity pay under the circumstances and in the amounts according to specific departmental schedules. An employee's eligibility for longevity pay shall be calculated based on the employee's completed years of service as of the anniversary date of his/her employment with the City.

Payroll Deductions

All required deductions, including those for state and federal taxes and all authorized voluntary deductions, including health and dental insurance contributions, will be automatically withheld from the employee's paycheck.

Direct Deposit

Staff members are paid every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. The workweek begins at 12:00 A.M. Sunday and ends at 12:00 P.M. the following Saturday.

Employees will have pay directly deposited into their bank accounts, and they shall provide advance written authorization to the City. Employees who do this will receive an itemized statement of wages when the City makes a direct deposit. (See Appendix for form.)

Garnishments

By law, the City is required to honor legal garnishments of employees' wages or salaries. The City will give an employee written notification of any garnishments received and copies will be retained by the City Clerk.

Deferred Compensation

The City of Keokuk offers to all regular full-time employees the opportunity to enroll in a 457 Deferred Compensation Plan. This benefit allows the employee to purchase and contribute to a tax-deferred annuity for the purpose of increasing the individual's retirement income. The employee's contribution is pre-tax and consequently lowers the employee's gross annual taxable income. The employer does not contribute to the deferred compensation plan. An employee should contact the city clerk's office for additional information.

Overtime

Overtime shall constitute work in excess of forty (40) hours in a workweek with the exception of civil service employees which may have alternate work periods in accordance with the Fair Labor Standards Act.

If an employee is classified as a nonexempt employee, the employee will receive compensation for overtime worked at the rate of time and one-half (1½) or compensatory time as described in this Handbook for each hour actually worked over forty (40) hours in the workweek. Employees are not permitted to work over forty (40) hours in any week unless they receive prior approval from their Department Head. Certain seasonal employees may be exempt from this provision pursuant to the FLSA. Only hours actually worked count as hours worked for purposes of calculating overtime. Bereavement Leave, Sick Leave, Vacation, Holidays and Compensatory Time are not counted as hours actually worked. Certain departments may have different overtime rules. Please consult the appropriate CBA for details.

Non-police officer nonexempt employees working a regular shift during the holiday shall receive pay equal to two (2) times their rate of pay.

Overtime, All Full-Time Police Officers Except Exempt Employees

If a police officer employee is classified as a nonexempt employee, the employee will receive compensation for overtime worked at the rate of time and one-half (1½) or compensatory time as described in this Handbook for each hour actually worked over one hundred seventy-one (171) hours in a 28-day period. Employees are not permitted to work over one hundred seventy-one (171) hours in a 28-day period unless they receive prior approval from their Department Head. Only hours actually worked count as hours worked for purposes of calculating overtime. Bereavement Leave, Sick Leave, Vacation, Holidays and Compensatory Time are not counted as hours actually worked.

Nonexempt police officer/employees working a regularly scheduled shift during a holiday shall receive pay as prescribed in the collective bargaining agreement.

Overtime Court Appearance

It is the policy of the City that certain employees may be required to appear in court or some other legal proceeding on behalf of the City during their off-duty time and compensation for that time will be in the form of additional pay.

A court appearance reimbursement shall be a minimum of two (2) hours of the requesting employee's regular rate of pay.

Any court appearance in which time is spent in excess of the minimum, as set out above, shall accrue at the requesting employee's regular rate of pay.

Compensatory Time Off

The City recognizes that on occasion during the course of a pay period employees may accumulate pre-approved overtime. The City also recognizes that employees may have personal matters to attend to, therefore, with the approval of the Department Head nonexempt employees may convert overtime earned into compensatory time off under the following guidelines:

Nonexempt employees shall be allowed to convert overtime hours worked into compensatory time off at a rate of time and a half (1½). An employee shall notify his/her Department Head of his/her desire to take overtime as compensatory time at such time when the overtime accrues.

Employees are limited to converting a maximum number of hours into compensatory time and limits vary by department.

Compensatory time off shall be taken in no less than 1-hour increments, provided that the time off does not result in overtime to cover the employee's absence.

Employees must be permitted to use compensatory time on the date requested unless doing so would unduly disrupt City operations. All scheduling of compensatory time off shall be at the discretion of the Department Head and/or the City Administrator. If an employee's employment is terminated while he/she has unused compensatory time, such compensatory time shall be paid to the employee upon termination.

Accrual and use of compensatory time varies by department. See Benefit Supplemental attached to this policy.

On-call Time

Employees of the Streets, Sewer and Wastewater Departments will be required to be available during weekends and holidays in case emergencies arise requiring a response from the employees of these departments. In order to respond to emergency situations that do not require the entire work force of a department a rotating schedule will be established to assign weekend and holiday on-call duty. This schedule will be drawn up so that this duty is as equally shared as is possible.

SECTION XI HOLIDAYS

Designated Holidays

The following eleven (11) holidays will be observed by City employees. If the holiday falls on Saturday, it will be observed on the preceding Friday. If the holiday falls on Sunday, it will be observed on the following Monday.

Holidays include:

- New Year's Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

THIS LIST OF HOLIDAYS IS GENERAL. SOME DEPARTMENTS MAY HAVE DIFFERENT HOLIDAYS. SEE BENEFIT SUPPLEMENTAL FOR SPECIFIC DEPARTMENTAL HOLIDAYS.

Any employee with an unexcused absence on the last regular working day preceding such a holiday or on the next regular working day following such a holiday will forfeit his/her right for holiday payment.

Any employee who is asked to work and works on a holiday, except a floating holiday, and is eligible for overtime shall be paid a rate specific to their department. See Benefit Supplemental.

For employees working a continuous shift, the above holidays shall be observed on their actual date.

Any employee will be granted an additional paid day of leave for any holiday which is observed during his/her vacation.

Upon resignation or termination from City employment, an employee will be paid for all accrued holidays.

An employee who is on an unpaid leave of absence of more than thirty (30) consecutive calendar days, or who is receiving worker compensation payments for work absence, shall not be eligible for holiday pay.

SECTION XII – VACATION LEAVE

The City provides paid vacation for rest and relaxation which the City believes is important for employees' physical and mental health. Employees accrue vacation time based on years of experience. Vacation may not be taken within an employee's first six (6) months of employment. Employees begin earning vacation on their first date of employment and vacation will be credited and available for use in equal pay period increments (annual amount divided by twenty-six (26)). A day of vacation pay equals eight (8) hours unless otherwise stated in collective bargaining agreement or departmental sections of this policy and will be paid at the employee's regular straight-time rate of pay in effect for that employee immediately preceding the vacation. Full-time employees accrue vacation time according to specific departmental schedules. See Benefit Supplemental.

When an employee takes a vacation, the days shall be subtracted from the accumulated earned vacation time. No employee may accumulate vacation in excess of thirty-nine (39) times the employee's accrual rate plus forty (40) hours.

Vacation requests should be made in advance, based upon departmental procedures, and submitted on a vacation leave form. (See Appendix for form). Requests are granted upon approval of the Department Head and subject to the needs of the department.

Upon resignation or termination from City employment, an employee will be paid for all vacation time accrued.

Vacation time may be taken by the week, day or half-day.

Vacation Use

The employee shall be informed on a bi-weekly basis through information on his/her payroll check stub. It is the responsibility of the employee to ensure that the amount shown on this pay stub is correct with his/her records. Employee's requests for vacation should be submitted in writing to the department director no later than two (2) weeks prior to the intended vacation. However, the department director may waive this notice requirement if no purpose would be served by it. It shall be the discretion of the department director to determine how many employees may be gone on vacation at any one time. Priority for vacation time shall be determined on the basis of who made the vacation request for a particular time first. However, if two or more requests are filed on the same day, priority shall be given on the basis of seniority.

Vacation Payout Upon Termination of Employment

Upon termination of employment, employees shall be entitled to receive pay for all accumulated vacation leave unless one of the following conditions apply:

- An employee fails to give at least ten (10) working days' notice in advance of his/her termination. For purposes of this provision, working days shall mean days actually on the job working and not

- on a leave other than verified sick leave and scheduled holidays.
- An employee leaves the City prior to completion of his/her original probationary period.
- An employee is involuntarily terminated from employment.

SECTION XIII – SICK LEAVE

Sick Leave Accrual

Sick leave benefits shall accrue at a rate of one (1) day per normal work shifts per month for each full month of employment. In order to accrue sick leave in any month, the employee must actually work a minimum of two-thirds (2/3) of the work shifts assigned for the month. A person on sick leave cannot be credited with working the time or shifts while he/she is on sick leave.

Sick leave benefits may be accumulated and utilized in future years. Accumulation rights shall be accrued to 90 days or 720 hours. When sick leave accumulation reaches maximum accumulation, the employee will stop accumulation of additional hours until he/she uses hours and drops below the maximum amount that is permitted to be accumulated. The City will notify each employee of any accumulated sick leave by means of the biweekly payroll check stub.

Sick Leave Use

Sick leave provides time off with pay for periods of illness or incapacity resulting from injury or sickness according to the following:

- Sick leave accrual and maximum sick leave hours differ by department. See Benefit Supplemental for specific department accrual rates and maximums.
- New employees shall be advanced six (6) days of sick leave upon employment but shall not earn or accumulate additional sick leave until they have been employed for six (6) months, whereupon they shall earn and accumulate sick leave at a rate of four (4.0) hours per pay period. Employees covered under collective bargaining agreements may accrue sick leave at different rates.
- An employee on leave because of an occupational disability related to his/her employment may take sick leave allowance to which he/she is entitled, and the prorated amount will be added to the amount of disability workers' compensation which will result in an equivalent payment to the employee of a full salary for any particular period.
- An employee may take sick leave when he/she is medically unable to work. Up to (5) five days per year for care of spouse. Employees may take sick leave for doctor and dental appointments when they cannot be scheduled during non-working hours.
- If an employee is absent from work for longer than three (3) days, the Department Head shall require a doctor's note to substantiate the illness or injury.
- If not otherwise specified by department rules, each employee is required to notify his/her Department Head at least fifteen (15) minutes prior to the start of each workday if the employee is unable to attend work that day. All Department Heads will report to the City Administrator, and the City Administrator will report to the Mayor.

(See Appendix for form.)

Sick Leave Notification

An employee, who is to be absent due to sickness or injury, shall notify his/her supervisor as described above or according to departmental policy. Unless waived by the City, the employee shall continue to give notice for each succeeding day he/she is to be absent. Failure to give such notice may result in the loss of the employee's entitlement to sick leave benefits and may result in disciplinary action up to and including termination. Failure to provide notification for three (3) consecutive days of absence may result in disciplinary action up to and including termination.

Sick Leave and Other Paid Leave

An employee, may at his/her discretion, utilize unused and earned vacation leave to extend his/her compensation as provided below, until the vacation leave has been exhausted.

Once accrued sick leave benefits have been exhausted, earned vacation time, personal, and earned compensatory time may be used for a sick leave absence. In this case, the employee's unused earned leave benefits will be banked until his/her return or paid to the employee at his/her request.

Sick Leave Abuse

In the event the City suspects that an employee is abusing sick leave, the City shall have the right to demand verification. The City may request an employee to submit to a physical examination by a physician of the City's choice. The City shall pay for the examination.

Should the City determine that an employee is abusing the sick leave provisions, the City shall have the right to take appropriate disciplinary action.

Maternity Leave

Prenatal/Postnatal Care: In accordance with FMLA, any pregnant employee is entitled to time off for prenatal and postnatal care. Employee shall use any accrued leave during time off for absences covered under this section. If no leave is available, employee may receive time off with no pay.

Modified-Duty Assignments: At such time that the employee is physically unable to perform their regular duties due to pregnancy and before commencement of maternity leave, as verified, in writing, by a medical doctor, the City shall identify temporary modified- duty assignments. A temporary assignment, if available, allows the employee to work, while providing the City with a productive employee during the temporary period. Duty assignments may be assigned outside of the employee's regular department and may result in change of schedule and work hours, but will not exceed employee's regularly scheduled hours within a pay period. A pregnant employee shall not be involuntarily transferred to a temporary modified-duty assignment.

Maternity Leave Pay: An employee on maternity leave may take up to twelve (12) weeks of leave under FMLA. The employee shall use any accrued leave while on maternity leave. If no leave or insufficient leave has been accrued by the employee, the employee can continue on maternity leave with no pay. The City shall provide two (2) weeks of paid maternity leave. These two (2) weeks shall be considered part of the twelve (12) weeks afforded under FMLA. Maternity leave will be granted under the same conditions as above when employee adopts a child.

Paternity Leave

Prenatal/Postnatal Care: In accordance with FMLA, any employee is entitled to time off for prenatal and postnatal care of their partner and child. Employee shall use any accrued leave during time off for absences covered under this section. If no leave is available, employee may receive time off with no pay.

Paternity Leave Pay: An employee on paternity leave may take up to twelve (12) weeks of leave under FMLA. The employee shall use any accrued leave while on paternity leave. If no leave or insufficient leave has been accrued by the employee, the employee can continue on paternity leave with no pay. The City shall provide two (2) weeks of paid paternity leave. These two (2) weeks shall be considered part of the twelve (12) weeks afforded under FMLA. Paternity leave will be granted under the same conditions as above when employee adopts a child.

SECTION XIV – OTHER LEAVES

Voting Leave

Employees are encouraged to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. However, if employees are unable to vote in an election during nonworking hours, they may be granted up to one-half hour of paid time off to vote.

Employees should request time off to vote from their Department Head at least one (1) day in advance of the election day. Advance noticed is required so that necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Military Leave

Temporary Military Leave

In the case of temporary military leave (less than thirty (30) days) full-time employees of the City shall be accorded all rights as prescribed by Section 29A.28 of the Code of Iowa (1987). In such event, the employee must present a statement to the City Clerk's Office after termination of his/her military service which must contain the following information:

- The date it is prepared.
- The date of induction.
- The date of release from duty.
- The employee's name.
- The employee's rank.
- The title and address of the commanding officer who prepared and executed the statement or certificate.

Failure to file such a statement and to report promptly after completion of military service shall subject the affected employee to loss of benefits which have been accrued to employee during his/her absence, and to loss of entitlement to pay during the period of time between his/her termination of service and his/her attempted return to work for the City.

Military Leave Longer Than Thirty (30) Days

Absences required for military service that exceed thirty (30) calendar days shall be granted in accordance with the employer's policies on vacation, and with applicable state and federal law. An employee's eligibility for reemployment with the employer after he/she has completed military service

will be determined in accordance with applicable state and federal law.

Conditions for reemployment are briefly explained as follows:

- The employee or an appropriate officer of the uniformed service in which the employee serves, must give advance written or verbal notice of the employee's service to his/her immediate supervisor, unless military necessity prevents the employee from giving notice or if it is otherwise impossible or unreasonable;
- The cumulative length of the absence and all previous absences from employment with the employer for reason of military service must not exceed five (5) years;
- The employee's discharge from military service must be honorable; and
- When the employee returns from military service, he/she must report to work or submit a timely application for reemployment according to the following schedule:
 - For service of thirty-one (31) to one hundred eighty (180) calendar days the employee must apply for reemployment within fourteen (14) days after completing service.
 - For service of one hundred eighty-one (181) calendar days or more the employee must apply for reemployment no later than ninety (90) days after completing service.
- Employees on leave for military service and any of their dependents entitled to coverage under the employee's health, dental, life and disability insurance plans are entitled to coverage as follows:
 - An employee that leaves employment for less than thirty-one (31) calendar days is entitled to continued health, dental and life insurance coverage, and will not be required to pay more than what an active employee would pay for coverage.
 - An employee that leaves employment for thirty-one (31) or more calendar days is allowed to elect to receive continued coverage under the employer's health and dental insurance plan for up to eighteen (18) months following separation from employment or until the employee's reemployment rights expire, whichever event occurs first. The employer may require the employee to pay up to one hundred two percent (102%) of the premium. Life insurance will not be available to an employee on active military duty for more than thirty (30) calendar days.

Jury/Subpoenaed Leave

If employees are called to serve on jury duty, they should notify their Department Head immediately. All regular employees will be on paid status while on jury duty.

Employees will be paid the difference between their regular salary and the amount received as jury pay (where applicable). A copy of the jury summons must be handed in to the employee's Department Head in order for the employee to receive pay.

If an employee is served with a subpoena requiring him/her to serve as a witness, that employee will be permitted time off to attend hearings/trial without loss of pay or threat of loss of pay or job. Subpoenaed employees will be paid the difference between their regular salary and the amount received as the witness fee (where applicable). Documentation of witness times and fees must be submitted to the employee's Department Head.

Upon verification from court personnel (i.e., letter from prosecutor/attorney, etc.), victims of a crime may submit a written request for "court attendance" to their Department Head. The request must be approved by

the Department Head. Time off will be charged to accrued vacation time, or the employee may opt for time off without pay. Employees must provide verification of attendance from court personnel.

Terminal Leave

Upon resignation or retirement, an employee may elect to take terminal leave. The employee will establish a last day of work and a termination date. The last day of work is the last day the employee will report for their regular shift. Between the last day of work date and the termination date, the employee will receive any accrued vacation as regular pay on regularly scheduled paydays. The termination date shall be the day, in whole or in part, when the total of all accrued vacation is exhausted. Health insurance will continue through to the termination date and until the end of the last day of the following month provided all premiums for the following month have been deducted from the employee's pay checks.

SECTION XV – INSURANCE BENEFITS

Insurance Coverage

All eligible, full-time employees may participate in the City's group health insurance program thirty (30) days following the first of the month after first date of employment, except General Unit and Wastewater covered positions which are sixty (60) days following the first of the month after first date of employment. The cost to provide this benefit is paid by the City up to the level determined by the City Council, for individual and family coverage, not including partial self-fund coverage exposure payments. Eligible dependents of regular full-time employees may also participate in the City's group health insurance program. Coverage eligibility shall be subject to the terms and conditions of the insurance carrier selected by the City.

The following is a more detailed description of coverage.

Dependents are defined by the City's policy and state and federal law.

Regular part-time employees and their dependents can be eligible for insurance if the City wishes to offer this as part of an employment agreement.

If an employee does not have a dependent at the time of enrollment in the plan, but later acquires a dependent, this person becomes eligible to participate in the plan on the date that he/she becomes the employee's dependent. The employee has thirty (30) days to register the dependent automatically.

The cost of coverage will be determined by the City Council. All employees' contributions will be deducted automatically through each employee's payroll.

Employees who have been enrolled in the City plan for at least six (6) months and whose coverage would have otherwise terminated because of layoff or approved leave of absence shall have the right to continue his/her coverage at his/her own expense.

Health Care Coverage Extension (COBRA)

Under Retirees, the law states that "most employers sponsoring group health plans must offer covered workers and their families the opportunity for a temporary extension of health coverage, called continuation coverage, at group rates and at the employee's expense in certain instances where coverage under the plan would otherwise end". The employer will charge one hundred and two percent (102%) of the premium cost as allowed by law. Contact the City Administrator or the City Clerk concerning the COBRA rights of employee and/or employee's dependents.

Retirees Insurance

Employees shall be eligible for an employer-paid single policy in the Group Medical Insurance Program in effect at the time they take a normal retirement under the State of Iowa laws covering the pension and retirement plan which they are under. The Single Policy coverage will start the first day of retirement until Medicare eligibility. Employees may expand this coverage to other insurance levels as permitted by the City Administrator and law. If the cost of a single policy increases beyond the cost of a single policy at the time the employee retires, upon written notification from the City to the employee, the employee shall be responsible for the difference.

Life Insurance

Term life insurance is provided to all full-time IPERS covered employees in the amount of \$20,000.00. MFPSI full-time employees shall be covered in the amount of \$40,000.

SECTION XVI – GENERAL POLICIES AND PROVISIONS

Inclement Weather

City offices and services will not close due to inclement weather, unless expressly authorized by the City Administrator due to safety reasons. In the event of inclement or adverse weather conditions, if an employee feels that he/she cannot safely report to work, the employee shall notify his/her Department Head, the City Clerk or the City Administrator. An employee who is unable to report to work due to inclement weather shall be required to utilize vacation hours, a personal day or compensatory time in order to receive pay.

Information Technology/Personal Use Policy

SOME DEPARTMENTS MAY HAVE ADDITIONAL GUIDANCE ON USE OF TECHNOLOGY.

“Information Technology” means the City’s computers, computer files, networks, Internet access and software which are furnished to employees.

This “Information Technology” is the City’s property and is intended for conducting City business. However, employees may use the City’s Information Technology for personal purposes, such as email or Internet surfing, only if it is of reasonable duration and frequency; does not interfere with the performance of the City’s business; is not related to political or religious uses; does not cost the City additional expenses; is not related to any illegal, discriminatory or harassing behavior or business; would not cause the City public embarrassment; and does not compromise City security or confidential information. The City reserves the right, in its sole discretion, to define what is reasonable or permissible personal use.

The City reserves the right, in its sole discretion, to block access to offensive, malicious and non-business web content or websites. The content of all communications created or disseminated through the use of any City Information Technology is the property of the City and shall comply with all policies. Employees should not access files or retrieve any stored information or communications without authorization. Employees should access those files only as necessary for the performance of their duties. Employees using the City’s Information Technology shall not attempt to exceed the access rights granted by the City.

Excessive messages with little useful information for all employees slow down productivity and overburden the system. Any questions about whether one may circulate certain information to all employees shall be directed to the City Administrator before proceeding.

Employees shall not print, display, download or send offensive or harassing statements or language, including disparagement of others based on their protected class status.

Employees shall not print, display, download or send any sexually explicit or offensive messages, cartoons, jokes, drawings, photographs, animations or like material. If employees receive such items from another person, they are to immediately advise the sender that they are not permitted to receive such information or items and that the sender is not to send such again. If the employee needs assistance in responding to such situations, the employee may contact the City Administrator or his/her Supervisor.

Employees shall not use the City's Information Technology for commercial purposes or for personal profit.

Employees shall not disseminate or print copyrighted materials in violation of copyright laws.

The installation of personal software onto City-owned Information Technology is prohibited. The copying of purchased or leased software, unless authorized by the software vendor, is prohibited. Additionally, sharing user identification and/or passwords for any City Information Technology is prohibited, unless directed by the City Clerk or Mayor for legitimate business reasons. Employees shall change their user passwords every ninety (90) days or as directed by their department head.

By opening email, sending or receiving information, using the voicemail system, logging on to the Internet or by using any of the City's Information Technology, employees agree and understand that this technology has been provided by the City at its own expense and that it is the City's property. It is another tool for employee use in business transactions or business communication.

All communications over and activity conducted on the City-owned Information Technology are the City's property. **Employees shall have no expectation of privacy when using City-owned Information Technology, even with respect to Information Technology where the employee has a personalized username and/or password.** Department Heads and the City Administrator may review, audit or download messages that employees send or receive, and may monitor employee Internet access. Additionally, all messages and data sent over City Information Technology may be subject to public open records requests or subpoenas.

Employees also may not interfere with or disrupt any City network or Internet users, services, programs or equipment. Disruptions include, but are not limited to, propagation of computer worms, viruses or other debilitating programs and using the City network to make unauthorized entry to any other machines accessible via the network or Internet. Deliberate attempts to degrade or disrupt system performance will be viewed as criminal activity under applicable state and federal law.

Each City employee is directly responsible for any and all activity that occurs on his/her computer or under his/her email name or Internet account. All employees are to lock their computers or shut them down after City hours.

In accordance with Iowa Code Chapter 22, employees must retain all email, text messages, or any other electronic messaging sent or received on a city electronic device. Failure to preserve these communications can result in finding the employee in violation of Iowa Code Chapter 22 and a fine of \$100-\$500.

Employees found to have violated this policy or to have engaged in illegal or unethical practices will be subject to disciplinary action in accordance with this Handbook.

Social Media Policy

SOME DEPARTMENTS MAY HAVE ADDITIONAL GUIDANCE ON SOCIAL MEDIA USE.

Definitions

Posting: Any writing, image, video, download, audio file and hyperlink to other websites, or media which is downloaded, referenced, inserted or placed upon any City social media site.

Social media or site: Includes, but is not limited to, electronic communication through which users create online communities to share information, ideas, personal messages, photographs, videos and other content. Examples of the types of social networking sites covered by this policy include, but are not limited to: blogs, LinkedIn, Facebook, Google+, Twitter, YouTube, Instagram, Pinterest, Snapchat, Tik Tok, YikYak, photo and video sharing sites, micro-blogging, podcasts, wikis, news sites, as well as viewable comments posted on Internet sites. This policy is not meant to address only certain forms of social media, but rather social media in general as advances in technology will occur and new tools will emerge that are also expected to be used in accordance with this policy.

All City employees are expected to always use City computers, tablets, mobile phones, computer applications and programs, Internet resources and network communications in a responsible, professional, ethical and lawful manner. This includes use of all social media utilizing these devices. Employees should be aware that all content, including social media, on these devices is not private and the City could access any information saved to, accessed by, created on, transmitted on, downloaded to, exchanged over or discussed on these devices, including social media, at any time. Consequently, employees have no reasonable expectation of privacy when engaging in these activities and employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone.

In addition, employees are expected to follow all other City policies with regard to their use of social media. Any employee who violates this policy may be subject to disciplinary action up to and including termination.

Procedures

The procedures for using social media are presented in two categories: (1) City-sponsored sites used to provide citizens with official, accurate and unbiased information, and (2) procedures governing employees' conduct while on social media sites.

City-Sponsored Sites:

The City's social media are limited public forums. The sites are not an editorial page or blog for visitors, and they are subject to the commenting restrictions listed below in this policy. The City does not intend by its social media sites to create or allow the creation of an unlimited public forum for the public to post comments of any kind.

The establishment and use by any City department of City social media sites are subject to approval by the City Administrator. At the time such site is approved, the City Administrator must determine who will be responsible for developing this site, including establishing an administrative profile, designating who will have authority for speaking on behalf of the City and who will keep the site up to date, including answering questions in a timely manner.

City social media accounts will only become affiliated with (i.e., "like," "follow," etc.) another social media page if it is related to official City business, services and events. The Mayor shall have the final determination if another social media page is related to official City business, services and events.

Wherever possible, City social media sites should link back to the official City website for forms, documents, online services and other information necessary to conduct business with the City.

The City Administrator or his/her designee will monitor the City's social media accounts to ensure that the social media sites further the City's policies, interests and goals.

Comments containing any of the following inappropriate forms of content will not be allowed on the City's social media sites and are subject to removal by the City:

- Comments unrelated to the original topic;
- Comments that are obscene, vulgar or profane;
- Content that promotes, fosters or perpetuates discrimination of any protected class under local, state or federal law;
- Defamatory or personal attacks;
- Threats to any person or organization;
- Comments in support of, or in opposition to, any political campaigns or ballot measures;
- Solicitation of commerce, including, but not limited to, advertising of any business or product for sale;
- Conduct in violation of any federal, state or local law;
- Encouragement of illegal activity;
- Information that may tend to compromise the safety or security of the public or public systems; or
- Content that violates a legal ownership interest, such as a copyright.

Comments that are threatening in nature will be forwarded as appropriate to law enforcement.

The City reserves the right to restrict or remove any content that is deemed in violation of City policy, including this policy, or applicable law. Any content removed based on these guidelines must be retained by the City Administrator or his/her designee for a minimum of ninety (90) days, including the time, date and identity of the poster, when available.

Comments posted by the public on the City's social media site express the opinions of the commentators or posters. Such comments do not necessarily reflect the opinions or policies of the City, and the publication of such comments does not imply endorsement or agreement by the City.

The City is not responsible for and has no control over the accuracy, subject matter, content, information or graphics when viewing links attached to its social media sites. The City also does not endorse any organizations sponsoring linked websites or the views or products they offer.

The City is not liable for the content of postings by individuals employed by the City or third parties not affiliated with the City on any City social media sites.

The City reserves the right to deny access to its social media site for any individual who violates the City's policies or the law, at any time and without prior notice. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable local, state or federal law.

The City's website at <https://www.cityofkeokuk.org> will remain the City's primary and predominant Internet presence.

Employees representing the City via social media accounts must conduct themselves at all times as representatives of the City and must identify themselves as representatives of the City when doing so. Employees that fail to identify themselves and/or conduct themselves in an appropriate manner shall be subject to discipline up to and including termination.

Employees' Personal Use of Social Media

Employees should limit their use of social media during working hours or on equipment provided by the City unless such use is work-related or authorized by a Supervisor. Employees shall not use City-provided email addresses to register on social networks, blogs, or other websites for personal use. Employees should note that this provision is not meant to prohibit employees from engaging in concerted protected activity, where prohibited by law.

An employee may not, unless expressly authorized in writing, make statements on behalf of the City on the employee's social media accounts. If an employee wishes to make a work-related statement on his/her social media, the employee should consider including a disclaimer indicating that the opinions are the employee's personal opinions not the opinion of the City.

Employees shall not use City-provided email accounts to sign up for or access social media unless expressly authorized to do so by the employee's Supervisor.

Employees shall have no expectation of privacy if they access their social media using City email, City networks, City servers, City devices and/or any other City resources when accessing social media.

Employees shall not post, transmit or otherwise disseminate any information to which they have access as a result of their employment with the City unless expressly authorized. In addition, employees are expected to respect the privacy of their co-workers and citizens and must take steps to protect the privacy and confidentiality of others.

Employees are not to use the City's intellectual property, such as trademarks, logos, letterhead, etc., when posting on social media or in any other actions, unless expressly authorized in writing. This includes posting pictures of the employee or others wearing City uniforms or other apparel bearing the City's name or logo.

Employees are not allowed to use photographs or other depictions related to City business, including as discussed in the paragraph above, unless expressly authorized in writing. This includes, but is not limited to, posting, transmitting and/or disseminating any photographs or videos of City training, activities or work-related assignments.

Employees shall not post material that is abusive, obscene, libelous, threatening, profane or otherwise inappropriate about the City, its employees or its citizens.

Employees shall not post material that may be construed to be discriminatory, harassing, or retaliatory under local, state, or federal law about the City, its employees or its citizens.

Nothing in this policy is intended to infringe upon any employee's legitimate First Amendment rights and employees are free to express themselves as private citizens on social media sites. The intent of this policy is to prevent employees from engaging in unlawful speech, improperly impairing the working relationships of the City, impeding the performance of City duties and/or negatively affecting the public perception of the City. As public employees, employees are cautioned that speech made pursuant to an employee's official duties is not protected speech under the First Amendment and may form the basis for discipline.

The City's social media sites may be considered public records under Iowa Public Records laws. If requested, the City may be compelled to disclose public records to third party requestors. The City in its sole discretion shall determine whether postings on its social media websites are public records and whether exemptions from disclosure apply.

Travel Expense Policy And Guidelines

Purpose

To establish a standard procedure for handling payment of funds for City officials/employees who travel on City business.

Policy

The City shall provide for travel and related expenses incurred by employees/officials in connection with City business in such a manner that the individual will not suffer, nor gain, financially as a result of such travel or expense.

City VISA cards have been issued to certain employees/departments and should be used, when at all possible, for allowable travel expenses.

Each City traveler shall submit expense reports designating all expenses actually incurred and those requiring reimbursement under the established procedure.

The individual incurring the expense shall prepare all expense reports.

All expense reports and travel requests shall be approved by the Department Head and reviewed by the Finance Officer for conformance with policy.

Travel Request

City employees planning to travel outside of the following counties must submit a travel request to the Department Head:

- Iowa: Lee; Des Moines; Henry; Van Buren
- Illinois: Hancock; Adams
- Missouri: Clark

Travel Expense Reports

City employees shall submit to the Department Head a travel expense report on the original Travel Request and Expense Form within seven (7) working days upon returning from travel. All appropriate receipts shall be attached, including, but not limited to, registration fees, hotel/motel bills, receipts for meals and transportation tickets. All expenses must be detailed in the expense report section of the Travel Request and Expense Form. After review by the Department Head, the form will be forwarded to the Finance Officer.

Authorized Travel Expenses

Transportation

- Inter-City Travel - (Mode of travel shall be up to the employee and as approved in the travel request.)
- Air, Train, Bus - The cost of a round trip, coach ticket. A receipt must be provided. All air travel must be booked at the lowest fare to fit the needs of the traveler, with approval of the Department Head.

- **Personal Vehicles** - Use of private vehicles will be allowed when a City-owned vehicle is not available or when the traveler is to be accompanied by his/her children, and upon approval of the Department Head. Reimbursement for mileage allowance will be computed on the basis of the standard allowance accepted by the Internal Revenue Service, but in no instance will reimbursement exceed the cost of coach airfare. If more than one employee travels in the same vehicle, mileage will be paid only to the owner of the vehicle.
- **City-Owned Vehicles** - When travel is in City-owned vehicles, the cost of gasoline and oil will be allowed. Other expenditures related to automobile operations will be allowed when justified. Travelers using City-owned vehicles are expected to leave the City with a full tank of gasoline. Spouses are allowed to accompany City travelers in City-owned vehicles with approval of the Department Head.

Expenses incurred while at the destination city shall be placed on City VISA cards when possible. All other expenses will be reimbursed on an actual basis only. This includes taxicabs, bus, limousine, parking fees, bridge and toll fees, and transportation to and from air, train and bus terminals. Receipts are to be obtained whenever possible. When a rental vehicle is needed, employees are encouraged to rent cars at the lowest fare based on their needs, with the approval of the Department Head, and opt for the additional insurance coverage.

Intra-City Travel - Expenses incurred while on City business within the aforementioned counties will be reimbursed on an actual basis when VISA card usage is unavailable. Receipts for all expenses must be detailed and presented to the Department Head promptly.

Spouse and Children - The City recognizes that many conferences plan for and encourage a spouse and children to accompany the employee/official on the trip. Only spouses may be permitted to ride in a City-owned vehicle with approval of the Department Head. The traveler must use his/her personal vehicle when children are to accompany the traveler and will receive reimbursement as prescribed above for use of a personal vehicle.

Destination City - Eligible Expenses

- **Lodging** - Detailed hotel receipts must be submitted with the expense report. For ease of transportation and safety, lodging should be at the conference hotel or a hotel that is recommended for the conference attendees by the sponsoring entity. Many hotels have government rates; before departure travelers should call the hotel to see what documentation they will need to show in order to secure the lower rate. The City will pay the lowest possible rate for lodging that meets the needs of the employee/official only. Any increase in lodging necessary to accommodate accompanying spouses or children shall be paid for by the traveler at the time of registration at the hotel/motel. Lodging changes must concur with the scheduled conference or meeting dates with the following exception:
 - Lodging for one night prior and/or one night after the authorized meeting shall be allowed if the schedule or location is such that it is inconvenient for the traveler to arrive or depart the same day the conference begins or terminates. In such case, supportive documentation will be required.
- **Meal Allowance** - Employees and officials on in-state travel will be allowed forty-five Dollars (\$45.00) per day for meals. For out-of-state travel, the meal allowance shall be forty-five Dollars (\$45.00) per day but may be raised to fifty-five Dollars (\$55.00) per day with approval of the Department Head based upon the traveler's destination. No alcoholic beverages will be allowed. Detailed receipts showing meals and drinks purchased shall be obtained whenever possible. Gratuity shall be no more than fifteen percent (15%) of the total cost of any meal and gratuity shall count towards the daily meal allowance. Travelers are encouraged to use the meal allowance wisely and to not indulge in overly expensive meals. Travelers will be required to reimburse the City for

amounts over the daily allowance. This requirement can be waived with extenuating circumstances. When meals are included with conference/training sessions, meal allowance will be adjusted accordingly to fifteen dollars (\$15) per meal not provided.

- Calls to City Hall Offices - Travelers without a City cell phone required to call their office while out of town shall charge the call to the City VISA card or call collect.
- Registration Fees - Registration fees for the conference or meeting, excluding meal tickets which shall be included as part of the daily meal allowance.
- Fees for Special Events - Fees for special events directly related to the purpose of the conference or meeting.
- One personal phone call per day.
- Internet Service - Daily fees for internet connection at the traveler's lodging site. Free internet service shall be used whenever possible and feasible.

Unallowable Expenses

- Travel insurance.
- Laundry, cleaning, pressing of clothes.
- Personal grooming (haircut, sauna, bath, etc.).
- Expenses for events for personal enjoyment not connected with the conference (golf, theatre, sporting events, etc.).
- Expenses incurred by the traveler's spouse or children.
- Loss of personal property.
- Gifts and items for personal use.
- More than one personal phone call per day.
- Alcoholic beverages.
- Video rentals.

Discounts

Many hotels or motels and automobile rental agencies offer discounts to persons on government business. Employees should inquire about these discounts prior to traveling so they can be prepared to show the proper documentation.

Upon Return

Upon return to his/her City office, the traveler should issue a memo to his/her immediate Supervisor on what was gained from the trip and how the traveler will incorporate what he/she learned into his/her operation.

Professional Conferences and Dues

Dependent upon funding in each fiscal year budget, all exempt personnel shall be permitted to attend one state conference of a professional association each year and department directors may request to attend one national conference of a professional association each year upon written approval from the city administrator. Specific authorization to attend a conference shall be obtained from the city administrator.

Residence Policy

All employees, with the exception of sworn police officers, employed by the city must reside within the State of Iowa within sixty days of their first day of work, and must remain a resident of Iowa throughout the period of his/her employment with the city. In addition, all city employees shall, within sixty days of their first day of work, reside within ten miles of the corporate limits of the city as per an approved on-line

mapping service such as, but not limited to, Google Maps or MapQuest, as determined by the Department Head. Exceptions to this residency requirement may be made by resolution of the city council.

All sworn police officers employed by the city must reside within the State of Iowa within sixty days of their first day of work and must remain a resident of Iowa throughout the period of his/her employment with the city. In addition, all sworn officers shall, within sixty days of their first day of work, reside within forty-five (45) minutes of the Keokuk Public Safety building as measured by the most direct route from the employee's residence as verified by a mapping system. Exceptions to this residency requirement may be made by resolution of the city council.

This section shall not require an employee to move if the employee does not reside within the limits established by this section at the time this section becomes effective except that, should any such employee change his/her residence after the effective date of this section, the employee's new residence shall comply with the provisions of this section. Any newly hired employee who resides outside these limits at the time of hire shall, as a condition of continued employment, comply with this provision within six (6) months of hiring or within six (6) months of the completion of his/her probationary employment, if any, whichever event occurs last.

The word "reside" or words "place of residence" as used in this section mean that dwelling or a place where an employee actually lives and from which the employee will normally depart to travel to his/her place of employment within the City. A home, dwelling, apartment owned or rented by an employee but not actually occupied by an employee during his/her customary hours of sleep shall not be considered to be the employee's place of residence.

Telephone Calls

This policy is intended to establish guidelines for City employees who use City-owned telephones and who are issued City cellular phones regarding proper use of the cellular phones and their technologies.

Telephone or Personal Cellular Phone Usage:

- Personal use of City-owned office telephones for long distance or toll calls is prohibited.
- Employees may use City office telephones or their own personal cellular telephones during work hours to make local personal calls of a reasonable duration and frequency; when they do not interfere with the performance of the City's business; if it is not related to any illegal, discriminatory or harassing behavior or business as described in this Handbook; if it would not cause the City public embarrassment; and if it does not compromise City security or confidential information.
- The City reserves the right, in its sole discretion, to define what is reasonable or permissible personal use.
- Families and friends should be encouraged to call employees only when urgent or necessary; and such calls must be kept to a minimum. Employees are requested to make personal calls, when necessary, during their breaks or meal periods.

City-Owned Cellular Phone Eligibility and Usage:

- The City Council may assign City-owned cellular phones to employees or otherwise make a cellular phone available for use when a valid mission-related purpose exists.
- Personnel to whom City-owned cellular telephones may be assigned include those persons whose duties require frequent mobility but who must remain readily accessible due to the specific nature of their duties, and those who must be available for emergency response or consultation after normal business hours.
- The City Administrator shall evaluate the needs and requests of those personnel who will be

utilizing the cellular telephones in selecting appropriate telephones and peripheral devices or accessories.

- The City may opt to allow for a stipend for use of an employee's personal cellular phone in lieu of issuing a City-owned cellular phone.
- The primary use of City-owned cellular phones is for official business. Limited and incidental personal use is allowable, as long as the employee's use does not go beyond the plan minutes allowed. Individual employees are subject to additional costs attributed to charges above the plan assigned to them. The following uses of cellular phones are prohibited:
 - Offensive or harassing statements or language because of a person's protected class status as described in this Handbook.
 - Use for commercial purposes or for personal profit.
 - Anything that violates accepted ethical principles or any other use in conflict with the City's Personnel Policies and Guidelines.

The City-owned and issued cellular telephones are the property of the City. Employees are responsible for the care and use of cellular phones. The City is not responsible for replacing cellular phones damaged by employee carelessness.

Employees have no reasonable expectation of privacy with regard to use of City-owned and issued cellular phones. The City may review the contents of these phones at any time and for any reason. Additionally, the content of these phones may be subject to public open records requests. Content includes, but is not limited to, call logs, text messages, email, browser history, application devices and other communications.

In the event any cellular phone or other related equipment is damaged in the course of business under reasonable circumstances, the item should be brought to the employee's Supervisor for direction as to contacting the vendor for repair or replacement.

Lost or stolen cellular equipment shall be immediately reported to the employee's Supervisor so the service may be cancelled; a timely police report should also be filed.

NOTE: Some departments may have additional guidance on use of cellular phones. Employees shall be given those guidelines in conjunction with this handbook.

Outside Employment

Outside employment is defined as when a City employee holds a second job with another employer. Employees shall not engage in or accept outside employment or render services with a person, firm or corporation when such service or employment:

- Is incompatible with the proper discharge of the duties and responsibilities of employment with the City, or would impair independence of judgment or actions in such employment; or
- Involves such hours or work or physical effort that it would or could reasonably be expected to reduce the employee's quality or quantity of service to the City.

Occasionally, an employee may request to work part time, in addition to his/her regular job, in some other capacity at the City. Permission to do so will be given in accordance with this policy on outside employment. In such cases, the U.S. Department of Labor, Wage and Hour Division has established guidelines that require hourly employees to be paid overtime for hours worked in excess of forty (40) per week, as long as job responsibilities are similar.

Employment Disclosure

Any employee who is engaged in or is planning to engage in outside employment shall request clearance from his/her Department Head as to whether such current and planned activities are prohibited. If they are not prohibited, the employee shall then complete an Outside Employment Request Form. (See Appendix for form.) The Department Head may require the employee to furnish such other information as may be appropriate in considering the clearance request. The Department Head may grant clearance only when he/she believes such activities would be consistent with this regulation. If clearance is not granted, the employee shall not commence or continue the outside employment or activity. If the Department Head elects to grant a clearance, it shall be issued in writing. Employees on medical or family leave are not eligible. The Department Head or City Administrator may revoke clearance of outside employment at any time if it violates this policy.

Employee Acknowledgment of Receipt of Handbook

This Employee Handbook describes important information about employment with the City of Keokuk ("City"). It has been prepared to make me aware of what I can expect in the way of privileges and benefits; and what the City will expect of me in terms of behavior and performance during my employment.

Since departments vary in their duties and responsibilities, not all policies and regulations can be covered in this Handbook. I understand that I may direct inquiries for additional information to my Department Head or the City Administrator.

The use of masculine or feminine gender in references or titles shall be considered to include both genders and is not a sex limitation.

No policies in this Handbook shall supersede any provisions of state or federal law. The policies in this Handbook are intended to apply to all City employees.

Since the information, policies and benefits described herein are necessarily subject to change, I acknowledge that revisions may occur; and that such changes will be communicated to me through official notices. Only the City Council can adopt any revisions to the policies in this Handbook.

By signing below, I provide full authority for the City to withhold the amounts identified above in Policies from my final paycheck. By signing below, I acknowledge the parties intend this to serve as a valid authorization for withholding from a final paycheck under Iowa Code Section 91A.5, as amended from time to time.

I have entered into employment with the City voluntarily and acknowledge there is no specified length of employment. Iowa law allows me, or the City, to terminate the employment relationship "at will" at any time. Furthermore, I acknowledge this Handbook is neither a contract of employment nor a legal document. I have received the Handbook and I understand it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

Employee's Name (Printed)

Employee's Signature

ATTACHMENT B

Drug-Free Workplace Policy Acknowledgement

I, _____, an employee of the City of Keokuk, hereby certify that I have received a copy of the employer's policy regarding the maintenance of a drug-free workplace. I realize that the unlawful manufacture, dispensation, possession or use of a controlled substance is prohibited on this employer's premises or while conducting the employer's business. A violation of this policy can subject me to discipline up to and including dismissal. I realize that as a condition of employment, I must abide by the terms of this policy and will notify the employer of any criminal drug conviction no later than five (5) days after such conviction. I further realize that federal law mandates that the employer communicate this conviction to the federal agency, and I hereby waive any and all claims that may arise for conveying this information to the federal agency.

Employee's signature

Date

Supervisor's signature

Date

APPENDIX I

BLOODBORNE

PATHOGENS

DEFINITIONS

Bloodborne Pathogens: pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (“HBV”) and human immunodeficiency virus (“HIV”).

Contaminated: the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

Decontamination: the use of physical or chemical means to remove, inactivate or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.

Engineering controls: controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems) that isolate or remove the bloodborne pathogens hazard from the workplace.

Exposure Incident: a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee’s duties.

Handwashing facilities: a facility providing an adequate supply of running potable water, soap and single-use towels or air-drying machines.

Occupational Exposure: reasonably anticipated skin, eye, mucous membrane or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee’s duties.

Other Potentially Infectious Materials (“OPIM”): Includes:

- (1) The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids;
- (2) Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and
- (3) HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

Personal Protective Equipment (“PPE”): specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (e.g., uniforms, pants, shirts or blouses) not intended to function as protection against a hazard are not considered to be personal protective equipment.

Sterilize: the use of a physical or chemical procedure to destroy all microbial life including highly resistant bacterial endospores.

Universal Precautions: an approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV and other bloodborne pathogens.

Work Practice Controls: controls that reduce the likelihood of exposure by altering the manner in which a task is performed (e.g., prohibiting recapping of needles by a two-handed technique).

PROGRAM ADMINISTRATION

- The City Administrator is responsible for implementation of the ECP. The City Administrator will maintain, review and update the ECP at least annually, and whenever necessary to include new or modified tasks and procedures. The contact location is Blessing Health Keokuk Clinic, 1414 Main St.
- This ECP shall be provided to employees during their orientation/onboarding with the City. Additionally, the City shall make this ECP available to employees upon their request in a reasonable timeframe, place and manner. In no case shall the employee's request for a copy of this ECP take longer than fifteen (15) working days.
- Those employees who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.
- The Public Works Director will provide and maintain all necessary PPE, engineering controls (e.g., sharps containers), labels and red bags as required by the standard and will ensure that adequate supplies are available in the appropriate sizes.
- The Department Heads will be responsible for ensuring that all medical actions required by the standard are performed and that appropriate employee health and OSHA records are maintained.
- The Department Heads, in conjunction with Human Resources, will be responsible for training, documentation of training and making the written ECP available to employees, OSHA and NIOSH representatives.
- The City Administrator is responsible for reviewing and updating this policy at least annually and whenever needed. The review shall include any changes in technology utilized by the City that eliminate or reduce exposure to bloodborne pathogens and shall document the City's annual consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

EMPLOYEE EXPOSURE DETERMINATION

While the exposure risk for employees is low due to the types of roles and positions at the City, the City wants to make sure all employees understand the potential risks accompanying exposure. No positions or employees at the City are reasonably anticipated to come into contact with blood or OPIM. In addition, those trained in First Aid, CPR and AED may have exposure should they choose to utilize the skills learned in these courses. Note, employees choosing to utilize AED skills must follow the City's AED policy when doing so.

METHODS OF IMPLEMENTATION AND CONTROL

Universal Precautions

All employees will utilize universal precautions.

Exposure Control Plan

Employees covered by the bloodborne pathogens' standard receive an explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training. All employees can review the ECP at any time during their work shifts by accessing the Employee Handbook. If requested, the City will provide an employee with a hard copy of the ECP within fifteen (15) days of the request.

Engineering Controls and Work Practices

Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls used are listed below:

- Employees shall utilize appropriate PPE.
- Handwashing facilities are available to all employees, and, if handwashing is not feasible, an employee shall request appropriate antiseptic hand cleanser and clean clothes/towels or antiseptic towelettes. If the employee indicates that handwashing is not feasible, the City will provide the employee with one of these items.
- Sharps disposal containers are inspected and maintained or replaced by Department Heads whenever necessary to prevent overfilling.

The City identifies the need for changes in engineering controls and work practices through review of OSHA records, employee interviews and safety checks. The City evaluates new procedures and new products regularly by reviewing literature and supplier information, and by consulting the City's risk control consultant. Both Supervisors and employees are involved in this process in the following manner: through review of work practices and discussion about changes and/or concerns. The City Administrator is responsible for ensuring that these recommendations are implemented.

Personal Protective Equipment (PPE)

PPE is provided to City employees at no cost to them. Training in the use of the appropriate PPE for specific tasks or procedures is provided by the employee's Department Head. The types of PPE available to employees are as follows: gloves, eye protection and masks. PPE is located in the kits located at each AED unit. The Public Works Director is responsible for ensuring PPE is available.

All employees using PPE must observe the following precautions:

- Wash hands immediately or as soon as feasible after removing gloves or other PPE.
- Remove PPE after it becomes contaminated and before leaving the work area.
- Used PPE may be disposed of in biohazard bags which are also located at the AED units.
- Wear appropriate gloves when it is reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured or contaminated, or if their ability to function as a barrier is compromised.
- Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing or deterioration.
- Never wash or decontaminate disposable gloves for reuse. The City will properly dispose of contaminated disposable gloves.
- Wear appropriate face and eye protection when splashes, sprays, spatters or droplets of blood or OPIM pose a hazard to the eye, nose or mouth.
- Remove immediately or as soon as feasible any garment contaminated by blood or OPIM, in such a way as to avoid contact with the outer surface.
- When PPE is removed it shall be placed in the designated area or container for storage, washing, decontamination or disposal (see the following section "Housekeeping").
- For all PPE that is not disposable, the City shall clean, launder or dispose of all contaminated PPE. Employees shall not attempt to clean, launder or dispose of contaminated PPE on their own.

Housekeeping

The City shall ensure that its worksites are maintained in a clean and sanitary condition. Any employee who has concerns regarding the cleanliness of his/her worksite shall provide those concerns to his/her Department Head or the City Administrator.

Regulated waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (see the following section “Labels”), and closed prior to removal to prevent spillage or protrusion of contents during handling. The Public Works Director is responsible for handling sharps disposal containers and other regulated waste.

Contaminated sharps are discarded immediately or as soon as possible in containers that are closable, puncture-resistant, leak proof on sides and bottoms, and appropriately labeled or color coded. Sharps disposal containers are available in restrooms. If a sharps disposal container is not located in an employee’s location’s rest room and the employee would like one, the employee should contact the Public Works Director. Bins are cleaned and decontaminated as soon as feasible after visible contamination. Broken glassware that may be contaminated is only picked up using mechanical means, such as a brush and dustpan.

Labels

The following labeling methods are used in this facility: a red bag with a biohazard label. The Public Works Director is responsible for ensuring that warning labels are affixed or red bags are used as required if regulated waste or contaminated equipment is brought into the facility. Employees are to notify the Public Works Director if they discover regulated waste containers, refrigerators containing blood or OPIM, contaminated equipment, etc., without proper labels.

HEPATITIS B VACCINATION

Human Resources will provide training to employees on hepatitis B vaccinations, addressing safety, benefits, efficacy, methods of administration and availability. The hepatitis B vaccination series is available to any employee reasonable anticipated to come into contact with blood or other OPIM at no cost after initial employee training and within ten (10) days of initial assignment. Employees reasonably anticipated to come into contact with blood or OPIM are identified in the exposure determination section above. For those employees identified in the exposure determination section above, vaccination is encouraged unless: 1) documentation exists that the employee has previously received the series; 2) antibody testing reveals that the employee is immune; or 3) medical evaluation shows that vaccination is contraindicated. However, if an employee declines the vaccination, the employee must sign a declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept in the employee’s confidential medical file. Vaccination will be provided by a licensed health care professional to be determined by the employee receiving the vaccination and the City. Following the medical evaluation, a copy of the health care professional’s written opinion will be obtained and provided to the employee within fifteen (15) days of the completion of the evaluation. It will be limited to whether the employee requires the hepatitis vaccine and whether the vaccine was administered.

POST-EXPOSURE EVALUATION AND FOLLOW-UP

Should an exposure incident occur, employees shall contact their Department Head. An immediately available confidential medical evaluation and follow-up will be conducted by a licensed health care professional to be determined by the affected employee and the City. The medical evaluation and follow-up shall be at no cost to the employee. Following initial first aid (clean the wound, flush eyes or other mucous membrane, etc.), the following activities will be performed:

- Document the routes of exposure and how the exposure occurred.
- Identify and document the source individual (unless the City can establish that identification is infeasible or prohibited by state or local law).
- Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV and HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.
- If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.
- Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).
- After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident, and test blood for HBV and HIV serological status.
- If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least ninety (90) days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.
- Post-exposure prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service.
- Counseling, if requested.
- Evaluation of reported illnesses.

ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP

The Department Head ensures that the health care professional(s) responsible for an employee's hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of OSHA's bloodborne pathogens standard. The Department Head ensures that the health care professional evaluating an employee after an exposure incident receives the following:

- a description of the employee's job duties relevant to the exposure incident.
- route(s) of exposure.
- circumstances of exposure.
- if possible, results of the source individual's blood test.
- relevant employee medical records, including vaccination status.

The Department Head provides the employee with a copy of the evaluating health care professional's written opinion within fifteen (15) days after completion of the evaluation.

PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT

The Department Head will review the circumstances of all exposure incidents to determine:

- engineering controls in use at the time.
- work practices followed.
- a description of the device being used (including type and brand).
- protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shields, etc.).
- location of the incident (O.R., E.R., patient room, etc.).
- procedure being performed when the incident occurred.
- employee's training.

The Department Head will record all percutaneous injuries from contaminated sharps in a Sharps Injury Log. Logs will be forwarded to Human Resources on an annual basis.

If revisions to this ECP are necessary, the City Administrator will ensure that appropriate changes are made.

EMPLOYEE TRAINING

All employees who have occupational exposure to bloodborne pathogens receive initial and annual training offered by City. All employees who have occupational exposure to bloodborne pathogens receive training on the epidemiology, symptoms and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the elements required by OSHA.

Training materials are available by contacting Human Resources.

RECORDKEEPING

Training Records

Training records are completed for each employee upon completion of training. These documents will be kept for at least three (3) years from the date on which the training occurred. The training records include the dates of the training sessions, the contents or a summary of the training session, the names/qualifications of persons conducting the training session and the names/job titles of all persons attending the training sessions. An employee's training records shall be available to the employee for examination and copying upon request of the employee. The records shall be made available in a reasonable timeframe, but under no circumstances will the City take longer than fifteen (15) days to comply with the request.

Medical Records

Medical records are maintained for each employee with occupational exposure in accordance with 29 C.F.R. § 1910.1020, "Access to Employee Exposure and Medical Records." Human Resources is responsible for maintenance of the required medical records. These confidential records are kept at City Hall for at least the employee's duration of employment plus thirty (30) years. Employee medical records are provided upon request of the employee, or to anyone having written consent of the employee, within fifteen (15) working days of the request. Such requests should be sent to: City of Keokuk Iowa, Attn: City Clerk, 501 Main St, Keokuk, IA 52632.

OSHA Recordkeeping

An exposure incident is evaluated to determine if the case meets OSHA's Recordkeeping Requirements (29 C.F.R. § 1904). This determination and the recording activities are done by Human Resources.

Sharps Injury Log

In addition to the § 1904 Recordkeeping Requirements, all percutaneous injuries from contaminated sharps are also recorded in a Sharps Injury Log. All incidences must include at least:

- date of the injury.
- type and brand of the device involved (syringe, suture needle).
- department or work area where the incident occurred.
- explanation of how the incident occurred.

This log is reviewed as part of the annual program evaluation and maintained for at least five (5) years following the end of the calendar year covered. If a copy is requested by anyone, it must have any personal identifiers removed from the report.

HEPATITIS B VACCINE DECLINATION
(MANDATORY FOR IDENTIFIED EMPLOYEES)

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Signed: (Employee Name) _____

Date: _____

APPENDIX II

FORMS

EMPLOYER'S FIRST REPORT OF INJURY

The *Employer's First Report of Injury* must be prepared by the employer:

When an employer or the employer's representative has actual knowledge of the occurrence of an injury; or
when an employee or someone on an employee's behalf gives notice of an alleged job-related condition or injury.

This is not an admission of liability. This is your required record per the Iowa Workers' Compensation Act.*

The Employer's First Report of Injury must be filled in completely on both sides and **signed by the employer**. Refer to the directions under each required line. Please type or print legibly. All sections provide valuable information in handling the claim.

If you question whether a claim should be reported or need help filling out any portion of the report, contact the IMWCA claims department.

Items 1 through 16 give specific identification for the employer and the employee. Phone numbers, place of injury or exposure and occupation are **very important**.

Items 17 through 23 assist the claims handler in determining the type of investigation necessary to establish whether compensation benefits are due under the Iowa Workers' Compensation Act.

Items 24 through 35 alert the IMWCA claims department when an employee is losing time from work. Correct dates assure timely and accurate payments. Attach the supporting forms found in your claims packet.

Items 36 through 42 are necessary to calculate workers' compensation rates for compensable claims. An injury which temporarily disables an employee for more than three (3) days or results in permanent total disability, permanent partial disability or death may entitle an employee to payment of weekly benefits at the workers' compensation rate. **This information needs to be as accurate as possible.** Be sure to sign items 43 and 44.

Items 45 through 48 are on the reverse side of the form. Please list all medical contacts with complete mailing addresses and phone numbers.

If you have any concerns as to the legitimacy of the claim, alert the IMWCA claims department by attaching a separate memo explaining your concerns. List the names and phone numbers of persons to contact for further details. The memo and all contacts will be handled as confidential.

WORKERS' COMPENSATION MATERIAL

SPECIAL INSTRUCTIONS

Keep this packet with the rest of your workers' compensation materials. The forms in this packet should be retained as originals - please make additional copies of the forms and instructions as needed.*

If an employee is injured:

Step one: The **employer** must complete an *Employer's First Report of Injury*.

Step two: The **employee** must complete an *Employee's Report of Injury*.

Step three: The **employee** must sign the *Authorization for Medical Records and Reports*.

The IMWCA claims department must receive these completed forms as soon as possible following an injury.

If the employee needs medical attention:

Step four: The **employer** must complete the top portion of the *Patient Status Report* before the employee sees a physician. The **employee must take** this form to the appointment and return it to the claims contact after the appointment.

If the employee misses more than four full days of work:

Step five: **The employer must complete and return the** *Disability and/or Return to Work Notice*. This form must also be completed when the injured employee returns to work.

These two forms should be returned to the IMWCA claims department as needed i.e., after appointments, etc.

Preferred Provider Organizations (PPOs) should be used whenever possible to help reduce your workers' compensation costs. **To identify participating physicians and hospitals in your area, call (800) 729-3834. You will need to identify yourself as an IMWCA member.**

* If you have any questions about the claims process, please contact the IMWCA claims department at (800)257-2708 or (515)244-2708. Thank you for your cooperation.

CITY OF KEOKUK

REPORT OF CITY EMPLOYEE ACCIDENT/INJURY FORM

This form must be completed by all City employees within **twenty-four (24) hours** following any vehicular accident with a City-owned vehicle or by employees who have sustained an on-the-job injury. Please provide all necessary information as completely as possible. The form shall then be given to your immediate supervisor and Department Head for review and signature. Injuries requiring medical care and/or absence from work should also be reported to the Company Nurse at 888-770-0928 by the employee, the supervisor, or the HR Specialist.

NAME	DEPARTMENT	JOB TITLE
DRIVER'S LICENSE#	WHERE DID ACCIDENT (nearest intersection)/INJURY OCCUR?	
DATE OF ACCIDENT/INJURY	TIME OF DAY	TIME SHIFT BEGAN
WEATHER CONDITIONS		
VEHICLE NUMBER		
Year	Make	Model
POLICE REPORT# (if applicable)		
DESCRIBE WHAT HAPPENED. (BE SPECIFIC-Attach additional sheet if necessary)		
DESCRIBE DAMAGE TO VEHICLE (if any)		
IN YOUR OPINION, WHAT COULD HAVE BEEN DONE TO PREVENT THIS ACCIDENT?		
ARE THERE SAFETY ISSUES YOU FEEL NEED TO BE ADDRESSED? IF YES, EXPLAIN.		
NAME OF OTHER DRIVER INVOLVED (if applicable)		
ADDRESS	HOME PHONE	WORK PHONE
WERE THERE ANY INJURIES?	NAME OF PERSON(S) INJURED	

DESCRIBE THE INJURIES.	
WAS THERE DAMAGE TO ANYONE ELSE'S PROPERTY? PLEASE DESCRIBE.	
WERE THERE ANY WITNESSES?	NAME, ADDRESS AND PHONE#
EMPLOYEE SIGNATURE	DATE

For Supervisor/Department Head Use

Immediate Supervisor's Review and Comments	
Did you visit the site of the accident for review?	
SUPERVISOR SIGNATURE	DATE
Department Head's Review and Comments	
Was this employee sent for a post-accident drug test?	
DEPARTMENT HEAD SIGNATURE	DATE

For City-wide Safety Awareness Committee Only

Date Received by Committee _____

Disposition: _____

**ATTACH DIAGRAM OF ACCIDENT TO THIS
REPORT. (IF VEHICULAR ACCIDENT)**

CORRECTIVE ACTION NOTICE

Should an incident that requires disciplinary action take place, the form below should be completed.

Date: _____

Employee: _____

Department: _____

Corrective Action: _____

Statement of problem (violation of rules, policies, standards, practices or unsatisfactory performance):

Prior discussion or warnings on this subject (oral, written, dates):

Statement of necessary corrective action to be taken:

Consequences of failure to improve performance or correct behavior:

I, _____, acknowledge that I received and understand this corrective action form and have had the opportunity to discuss the incident described in this form with my Department Head.

Employee's Signature

Date

Department Head's Signature

Date

City Administrator's Signature

Date

Original: City Clerk's Office; One copy: Employee; One copy: Department Head.

OUTSIDE EMPLOYMENT REQUEST

Employees shall complete this form to request permission to work at an outside employer.

Employee's name: _____

Department supervisor: _____

Date of request: _____

Name of outside employer: _____

Address: _____

City/State/ZIP: _____

Phone number: _____

How many hours a week do you plan to work for this employer? _____

What is the nature of this employment? _____

If you wish to work in another department of this nonprofit, complete the following:

Department: _____

How many hours do you plan to work there? _____

What is the nature of the work? _____

Employee's Signature

Date

Department Head's Signature

Date

COMPLAINT REPORT

When an employee fails to reach an informal agreement with his/her Department Head regarding a grievance, he/she has the right to file a formal complaint with the City Administrator. All formally presented complaints should be written in memo form or outlined in a Grievance Report form.

Date: _____

Name: _____

Position/Title: _____

Department Head: _____

Description of the problem: _____

I first reported this problem on: _____

Steps I have taken to solve the problem: _____

Employee's Signature

Date

City Administrator's Signature

Date

TIME OFF REQUEST

DATE: _____

EMPLOYEE NAME: _____

DATE(S) REQUESTED: _____

TOTAL HOURS

REQUESTED: _____

REASON: _____

☐ Vacation

☐ Personal Time

☐ Sick Leave

☐ Birthday Holiday

☐ Bereavement

☐ Jury Duty/Military Duty

☐ Out of Town Assignment/Seminar/ Conference

☐ Other (Specify)

(Please attach information)

APPROVED BY: _____

DATE

DENIED BY: _____

DATE

REASON FOR DENIAL: _____

Note: Copies of all time off requests must be sent to the Human Resources at City Hall for recording.

TRAVEL REQUEST AND EXPENSES

EMPLOYEE REQUESTING TRAVEL: _____

REASON FOR TRAVEL: _____

DATE OF TRAVEL: _____

DESTINATION: _____

METHOD OF TRAVEL (CHECK ALL THAT APPLY):

CITY VEHICLE _____ RENTAL CAR _____ TRAIN _____
AIRLINE _____ PERSONAL VEHICLE _____

IS LODGING REQUIRED: Y N IF YES, NAME AND ADDRESS OF HOTEL WHERE YOU
WILL BE STAYING: _____

THE REQUEST FOR TRAVEL IS HEREBY APPROVED.

DEPARTMENT HEAD _____ DATE _____

THE REQUEST FOR TRAVEL IS HEREBY DENIED.

DEPARTMENT HEAD	DATE
-----------------	------

REASON FOR DENIAL:



COUNCIL ACTION FORM

Date: July 20, 2023

Presented By: Brian Carroll, PWD

BC

Subject: Oakland Cemetery Derecho Clean-Up Agenda Item: _____

Description:

The Oakland Cemetery was hit hard by the derecho on June 29, 2023. Due to the extensive damage, city crews are unable to do the debris clean-up, tree removal, tree trimming and stump grinding. The city does not have the manpower or equipment to perform the above written tasks. Therefore I am asking that the city enter into a contract with Walker Outdoor Services in the amount of \$8,000 per day but not to exceed \$250,000, which will be reimbursed by ICAP (insurance).

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 001-450-6320 Title: Cemetery - Property Maintenance

Amount Budgeted: 0

Actual Cost: \$250,000

Under/Over: _____

Funding Sources:

Insurance Refund

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date _____

Recommendation:

Enter into a Time & Material Contract with Walker Outdoor Services of Burlington, IA for \$8,000 per day, up to a total amount of \$250,000 for Oakland Cemetery dechero clean-up.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION AWARDING OAKLAND CEMETERY DERECHO CLEANUP
TO WALKER OUTDOOR SERVICES**

WHEREAS the Oakland Cemetery received extensive damage due to the derecho on June 29, 2023; and

WHEREAS the city does not have the manpower or equipment to clean up debris, perform tree removal, tree trimming and stump grinding; and

WHEREAS Walker Outdoor Services has submitted an estimate for clean up in the amount of \$8,000 per day; and

WHEREAS the costs will be reimbursed by ICAP (insurance)

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that the Public Works Director be authorized to enter into a contract with Walker Outdoor Services for \$8,000 per day, not to exceed \$250,000.

PASSED, APPROVED, AND ADOPTED this 20th day of July 2023.

Mayor – K.A. Mahoney

Attest – Celeste El Anfaoui



TO: Mayor and Council
FROM: Cole S. O'Donnell
DATE: July 17, 2023
RE: Committee Nominations

DEPOT COMMISSION (Final notification. Vote required.)
(4 YEAR TERM)

Dustin Cackley Term to expire 06/01/2025

AIRPORT COMMISSION (Second notification. No vote required.)
(6 YEAR TERM)

Paul Schulte Term to expire 10/22/2028

AIRPORT COMMISSION (First notification. No vote required.)
(6 YEAR TERM)

Mark Schickedanz Term to expire 10/22/2025

RESIGNATION:

KEOKUK PUBLIC LIBRARY BOARD

Nancy Graham



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: July 3, 2023

RE: Administrator's Report

1. SIDC: Staff and KEDC continue to work with a tenant prospect. KEDC will be investing \$19,000 to finish out several offices on the second floor for the prospect. Staff is working with an architect to get a rough layout and estimated costs to finish out one half of the first floor. If cost estimates are within the targeted budget, the prospect would take the first floor as well. It is expected that the company would occupy the spaces for at least two years.

AGENDA
COUNCIL WORKSHOP
July 20, 2023
IMMEDIATELY FOLLOWING REGULAR MEETING

1. Interview 2nd Ward Candidates.
2. Blue Line Speed Control.
3. Estes Park/Turbine.