

**AGENDA**  
**CITY COUNCIL MEETING**  
**August 3, 2023**  
**501 Main Street**  
**5:30 P.M.**

1. Call to Order.
2. Pledge of Allegiance: Special Guest Lucas Greenslaugh
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 20, 2023;
  - Minutes of the Safety Committee meeting of July 27, 2023;
  - Cash Receipts & Treasurer's Report for June 2023;
  - Resolution approving a Liquor License for Meyers Courtyard, 629 Blondeau Street, Class C Retail Alcohol License – effective August 27, 2023;
  - Resolution approving a Liquor License for Keokuk Labor Temple, Special Class C Retail Alcohol License, 301 Blondeau Street, 5-day term from September 4-9, 2023;
  - Special Event Permit, Jon Morris, Firework Display August 19, 2023, 2-11 p.m., 1025 Cleveland Avenue;
  - Sidewalk Display Permit-TSS Inc. 906 Main Street;
  - Motion to pay bills and transfers listed in Register No.'s 5353-5355;
7. Appointment of 2<sup>nd</sup> Ward Council Person.

**OLD BUSINESS:**

8. Consider resolution approving revised Personnel Policy and Handbook.

**NEW BUSINESS:**

9. Motion to approve the third & final 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.
10. Motion to approve second reading of an Ordinance repealing certain sections of Title 9 Vehicles and Traffic of the Code of the City of Keokuk.
11. Motion to approve the initial reading of an Ordinance amendment to Title 9 Vehicle and Traffic adding Chapter 9.91 automated traffic enforcement.
12. Consider resolution approving agreement with Horizon Architecture.
13. Consider resolution approving agreement with Bristola for a (90) day feasibility study of the Keokuk Wastewater Treatment Facility.
14. Consider resolution approving amendments to T. Rowe Price employee contribution 457 Plan.
15. Boards & Commissions:
16. Council Liaison Reports:
17. Staff Reports:
18. Nuisance abatement appeal.
19. New Business:
20. Adjourn Meeting.

**MINUTES**  
**CITY COUNCIL MEETING**  
**July 20, 2023**  
**501 Main Street**  
**5:30 P.M.**

The City Council of the City of Keokuk met in regular session on July 20, 2023, at 501 Main Street. Mayor Kathie Mahoney called the meeting to order at 5:30 p.m. There were six council members present, two absent, 2<sup>nd</sup> Ward Vacant. Carissa Crenshaw, Roslyn Garcia, Shelley Oltmans, Steve Andrews, Roger Bryant, and Michael Greenwald were present. John Helenthal and Dan Tillman were 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, and Chief of Police Zeth Baum.

**MAYOR'S CORRESPONDENCE:** Reported of events taking place in Keokuk and surrounding communities.

**CITIZEN'S REQUEST:** Sue Prochazka, coordinator from United Way announced a back-to-school festival Friday Aug 4<sup>th</sup> at Trinity United Methodist Church.

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

- Minutes of the Regular City Council meeting & Council Workshop of July 6, 2023;
- **RESOLUTION NO. 267-2023:** Approving a Liquor License for Arrowhead Bowl, 3535 Main Street, Class C Retail Alcohol License – effective August 1, 2023; inspection);
- **RESOLUTION NO. 268-2023:** 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;

Mayor Mahoney re-opened the public hearing at 5:37 p.m. which recessed at the July 6, 2023, council meeting. 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 July 12, 2023.

**COMMENTS:** O'Donnell gave overview of the project.

Motion made by Oltmans, second by Greenwald to approve the following proposed **RESOLUTION NO. 269-2023:** "A RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH MBMRE LLC D/B/A GREEN OAK DEVELOPMENT." (6) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Oltmans 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 regarding floor dwellings and front yard setbacks for commercial building."

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

Motion made by Garcia, second by Greenwald to approve initial reading of an Ordinance repealing certain sections of Title 9 Vehicles and Traffic of the Code of the City of Keokuk.

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

Motion made by Garcia, second by Greenwald to approve the following proposed **RESOLUTION NO. 270-2023**: “A RESOLUTION APPROVING THE PURCHASE OF MOWERS FROM ARMSTRONG TRACTOR FOR THE CEMETERY AND PARKS DEPARTMENT.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Oltmans, second by Greenwald to approve the following proposed **RESOLUTION NO. 271-2023**: “A RESOLUTION ACCEPTING A PROPSAL FROM MSA PROFESSIONAL SERVICES, INC. TO PROVIDE SERVICES FOR A COMPREHENSIVE NEIGHBORHOOD REVITALIZATION PLAN.” (6) AYES, (0) NAYS. Motion carried.

Motion made by Garcia, second by Oltmans to table approving revised Personnel Policy and Handbook. (6) AYES, (0) NAYS - **TABLED**.

Motion made by Garcia, second by Oltmans to approve the following proposed **RESOLUTION NO. 272-2023**: “A RESOLUTION AWARDING OAKLAND CEMETERY DERECHO CLEANUP TO WALKER OUTDOOR SERVICES. (5) AYES, (1) NAY-Crenshaw. Motion carried.

**BOARDS & COMMISSIONS**: Final notification for Dustin Cackley to the Depot Commission-fulfilling a 4-year term to expire 6/1/2025. Resignation of Nancy Graham from the Keokuk Public Library Board. Motion to approve made by Garcia, second by Oltmans. (6) AYES, (0) NAYS. Motion carried.

Second notification for Paul Schulte to the Airport Commission filling a 6-year term to expire 10/22/2028. First notification for Mark Schickedanz to the Airport Commission, fulfilling a 6-year term to expire 10/22/2025.

**COUNCIL LIAISON REPORTS**: Garcia, on behalf of Oakland Cemetery Initiative, thanked council for hotel/motel funds and relayed that 5k should be rescheduled soon.

**STAFF REPORTS**: Wills reported on water pollution control operations; Broomhall requested information on pop-up neighborhood events; Carroll updated on public works operations; Baum informed of testing taking place September 30<sup>th</sup>, 2023; O'Donnell presented council with updates regarding ARPA, small turbine, and process to implement a reduction of wards.

Motion made by Oltmans, second by Greenwald to enter closed session at 6:04 p.m. (6) AYES, (0) NAYS. Motion carried. 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.

Motion made by Garcia, second by Oltmans to enter back into regular session at 6:17 p.m. (6) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Andrews to approve the following proposed **RESOLUTION NO. 272-2023**: “A RESOLUTION APPROVING SETTLEMENT AGREEMENT.” (6) AYES, (0) NAYS. Motion carried.

**NEW BUSINESS**: Garcia requested stop sign on 21<sup>st</sup> and Des Moines Street.

Motion made by Oltmans, second by Garcia to adjourn the meeting at 6:19 p.m.

**MINUTES**  
**COUNCIL WORKSHOP**  
**July 20, 2023**  
**IMMEDIATELY FOLLOWING REGULAR MEETING**

PRESENT: Crenshaw (via phone), Garcia, Oltmans, Andrews, Bryant, Greenwald, Mayor Mahoney; ABSENT: Helenthal, Tillman; VACANT: 2<sup>nd</sup> Ward.

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

O'Donnell conducted interview for 2<sup>nd</sup> ward candidate Tyler Walker.

Baum presented the council with recommendations regarding Blue Line speed cameras. He will have a draft ordinance ready at the next council meeting.

A turbine set to be positioned in Estes Park was discussed. President of the board for the Dam Museum, Kathy Asbury, spoke in favor of turbine and tentative location. She has had favorable feedback from citizens and confirmed details of travel route and placement. Citizens Erika Barrett and Dustin Cackley, not in favor of location choice for turbine, voiced concerns about placement and safety.

Meeting was adjourned at 7:27 p.m.



**CITY OF KEOKUK**  
**SAFETY COMMITTEE MEETING MINUTES**  
**Thursday, July 27, 2023**  
**8:30AM**

Meeting called to order at 8:35 am.

**In Attendance:** Shannon Masterson, Kathie Mahoney, Zeth Baum

Masterson read the minutes from the June meeting.

No Motion to approve the minutes due to low attendance.

**OLD BUSINESS:**

Follow up on items:

- IMWCA visited City Hall last month. They gave us recommendations.
- First, is a safety training for administrative and clerical staff to do an online training program. **Update:** SCC does provide a Slip, Trips and Falls for administrative and clerical staff. Shannon will reach out to them to schedule a training.
- Secondly, every building needs a meeting place for a fire to do accountability on employees and a safe zone for severe weather conditions. **Update:** Still working on it.

**NEW BUSINESS**

Make sure employees stay hydrated during the summer heat and wear sunscreen when working outside. Be aware of symptoms of heat exhaustion and let your manager know if you need any supplies or a break from the heat.

- Work-related stress is a significant problem in the U.S.
- 83% of workers report suffering from work-related stress.
- Not all stress can be eliminated from the workplace. Employees deserve peace of mind knowing we take all precautions for their safety and health while on the job. We provide PTO, vacation, and sick leave for our employees when they need to take time off.
- At last month's meeting we had one "near misses" that needs attention. There was a dog bit in the Police department.

Anything to report on Hearing Conservation at SCC training? No

Monthly SCC Training.

July – Hearing Conservation

August - Hazcom

New Business: The next council meeting workshop, Cole O'Donnell will be going over the new SDS software with all department heads.

There was no "near miss" item that needs attention.

There was one Company Nurse report in the Sewer department.

Set the date of Thursday, August 24, 2023, for the next meeting.

The meeting adjourned at 8:40 am.

Respectfully submitted by Shannon Masterson.

**CASH RECEIPTS**  
**JUNE 2023**

General Fund	\$	2,592,249.16
Park Maint./Improv. Total	\$	6,224.00
Road Use Tax	\$	228,535.11
Employee Benefit Total	\$	62,882.80
Emergency - Tax Levy Total	\$	2,147.85
Sales Tax - Human Development Total	\$	130,489.34
Economic Development Total	\$	33,005.22
Library Trust Total	\$	255.65
Debt Service	\$	501,040.98
Capital Improv Project Total	\$	17,241.00
Capital Equipment Purchase Total	\$	37,243.50
Perpetual Care	\$	400.00
WPC Maint/Operation Total	\$	217,534.86
WPC Impr Reserve Total	\$	6.56
Solid Waste Total	\$	84,515.77
Municipal Bridge Total	\$	6,169.42
Internal Service Fund Total	\$	33,879.40
<b>TOTAL</b>	<b>\$</b>	<b>3,953,820.62</b>

**TREASURER'S REPORT**  
**CALENDAR 6/2023, FISCAL 12/2023**

FUND	ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	LIABILITY	END BALANCE
001	GENERAL	1,516,224.07	2,592,249.16	887,134.39	2,947.82-	3,218,391.02
002	PARK MAINT/IMPROV	412,224.58	6,224.00	170,571.00	.00	247,877.58
087	PUBLIC WKS EQUIP REP	12,800.78	.00	.00	.00	12,800.78
110	ROAD USE	1,180,867.35	228,535.11	88,065.51	.22	1,321,337.17
112	EMPLOYEE BENEFIT	1,905,257.85	62,882.80	1,272,964.00	.00	695,176.65
119	EMER - TAX LEVY	213,060.63	2,147.85	.00	.00	215,208.48
121	SALES TAX - HUMAN DEV	1,317,698.59	130,489.34	670,579.00	.00	777,608.93
122	SALES TAX - INFRASTRUCT	.00	.00	.00	.00	.00
125	TAX INCREMENT FINANCING	414,456.89	.00	566,958.00	.00	152,501.11-
160	ECONOMIC DEVELOPMENT	233,706.41	33,005.22	.00	.00	266,711.63
167	LIBRARY TRUST	100,995.76	255.65	.00	.00	101,251.41
168	GRAND THEATRE RESERVE	1,051.17	.00	.00	.00	1,051.17
169	MARY E TOLMIE FUND	89,687.81	.00	.00	.00	89,687.81
182	SWIMMING POOL RESERVE	1,070.00	.00	.00	.00	1,070.00
199	AMERICAN RESCUE PLAN	1,032,551.22	.00	155,607.10	.00	876,944.12
200	DEBT SERVICE	636,598.32-	501,040.98	131,225.71-	.00	4,331.63-
301	CAPITAL IMPROV PROJECTS	5,279,372.26	17,241.00	4,094.25	.00	5,292,519.01
302	RIVERFRONT BARGE	.00	.00	.00	.00	.00
303	CAP EQUIP PURCHASES	461,818.73-	37,243.50	42,154.51	.00	466,729.74-
304	CAPITAL PROJECT	27,843.26	.00	.00	.00	27,843.26
500	PERPETUAL CARE	507,870.29	400.00	.00	.00	508,270.29
610	WPC MAINT/OPERATION	2,619,990.70	217,534.86	1,281,135.56	280.26	1,556,670.26
611	WPC IMPR RESERVE	1,771,380.50	6.56	.00	.00	1,771,387.06
612	SEWER MAINT EQUIP REPL	577,527.69-	.00	.00	.00	577,527.69-
613	WAT POL CONTR CAP	.00	.00	.00	.00	.00
614	SEWER IMPROV RESERVE	43,626.80	.00	.00	.00	43,626.80
617	CDBG SWR POINT REPAIR	1,157,219.40	.00	.00	.00	1,157,219.40
670	SOLID WASTE	258,928.06	84,515.77	130,784.02	.61-	212,659.20
671	SOL WAS EQUIP PRELACE	.00	.00	.00	.00	.00
672	CAP PROJ REMEDIAL	.00	.00	.00	.00	.00
690	MUNICIPAL BRIDGE	2,201,506.31	6,169.42	45,128.85	593.00	2,163,139.88
810	INTERNAL SERVICE FUND	5,383.42	33,879.40	63,540.06	.00	24,277.24-
<hr/>						
Report Total		20,628,829.37	3,953,820.62	5,247,490.54	2,074.95-	19,333,084.50

**RESOLUTION NO.**

**A RESOLUTION APPROVING A CLASS C RETAIL ALCOHOL LICENSE FOR  
MEYERS COURTYARD, 629 BLONDEAU STREET**

**WHEREAS**, Application has been made by Meyers Restaurant and Catering for a Class C Retail Alcohol License within Living Quarters for Meyers Courtyard, 629 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**, Meyers Restaurant and Catering has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Class C Retail Alcohol License within Living Quarters for Meyers Courtyard, 629 Blondeau Street, effective August 27, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 3<sup>rd</sup> day of August, 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
K. A. Mahoney, Mayor

ATTEST: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk

**RESOLUTION NO.**

**A RESOLUTION APPROVING A SPECIAL CLASS C RETAIL ALCOHOL  
LICENSE FOR KEOKUK LABOR TEMPLE, 5 DAY TERM SEPTEMBER 4-9,  
2023**

**WHEREAS**, Application has been made by Keokuk Labor Fraternal Council for a Special Class C Retail Alcohol License 5-day term September 4-9, 2023, for Keokuk Labor Fraternal Council, 301 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**, Keokuk Labor Fraternal Council has been found to be of good moral character and meets the requirements of Section 123.40 of the Code of Iowa; and that the Special Class C Retail Alcohol License for Keokuk Labor Fraternal Council, 301 Blondeau Street, 5-day term to be effective September 4-9, 2023, be approved and endorsed to the Iowa Alcoholic Beverage Division.

Passed this 3<sup>rd</sup> day of August 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

By: \_\_\_\_\_  
K. A. Mahoney, Mayor

ATTEST: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk



## SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

Please complete all sections of this application. An incomplete application will be returned to applicant. Once all required documentation and signatures are received, only then will it be considered by the City Administrator, Police Chief, Fire Chief and Public Works Director for final approval. Application must be submitted at least **30 days** prior to the date of the event.

Some permits for events may require additional time for approval  
(For example: Parades requiring use of a state highway)

PLEASE RETURN TO: Keokuk Municipal Building to the Attention of the City Administrator

### 1. APPLICANT INFORMATION

Applicant: Jon Morris  
Name/Event: My Fireworks  
Coordinator: Jon Morris  
Mailing Address: 1727 Hilton Rd  
Daytime Phone #: 319-670-0706 Evening Phone #: \_\_\_\_\_  
Email Address: zipi97@yahoo.com

### 2. EVENT INFORMATION

Type of Event:  
Fireworks Display  
Days/Dates of Event:  
8/19/2023  
Time(s) of Event: (Include Set Up/Tear Down Time)  
2pm - 11pm  
Event Location:  
1025 Cleveland Ave  
Will event require an alcohol license or require modification of an existing license? \_\_\_\_ Yes X No

3. **REQUEST INFORMATION (Check All Applicable Lines)**

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times.

- ☐ Temporarily park in a "No Parking" area (specify location :)
- ☐ Temporarily close a street for a block party (specify street :)
- ☐ Temporarily install structure in street right-of-way
- ☐ Permanently install structure in street right-of-way
- ☐ Use of City Park (specify park :)
- ☐ Parade (attach map of route and indicate streets to be closed)
- ☐ Walk/Run (attach map of route and indicate streets to be closed)
- ☐ Banner (specify location :)
- ☐ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
- ☒ Fireworks (specify location :) *1025 Cleveland Ave*
- ☐ Other (please specify :)

4. **ITEMS REQUESTED FROM THE CITY OF KEOKUK** (\$25 rental fee required per item requested)

- ☐ Street barricades
- ☐ Emergency "No Parking" Signs
- ☐ Other (please specify :)

5. **SOUND SYSTEMS**

NOTE: You must comply with the City of Keokuk Code of Ordinances and any requirements attached to this permit.

Duration of event: \_\_\_\_\_

Please indicate if the following will be used:

- |   |   |
|---|---|
| <input type="checkbox"/> Amplified Sound/Speaker System | <input type="checkbox"/> Recorded Music |
| <input type="checkbox"/> Public Address System          | <input type="checkbox"/> Live Music     |

6. **SANITATION**

Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.

Will additional restrooms be brought to the site? \_\_\_\_ Yes X No If yes, how many? \_\_\_\_

Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person: Self Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

7. **SECURITY**

Certified personnel are required by the Chief of Police at the applicant's expense for all events requiring an alcohol license. At a minimum, 2 police officers certified in the State of Iowa will be required, no exceptions. What type of security will be provided?

\_\_\_\_ Number of Off-Duty Police Officers

Names:

\_\_\_\_\_

8. **INSURANCE**

Applicant shall obtain and maintain a general liability insurance policy naming the City of Keokuk as additional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an **event on public property**. For **events** requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. For all other **events** held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. This application will not be considered by the City of Keokuk until the proper insurance certificate is submitted and approved by the City Administrator.

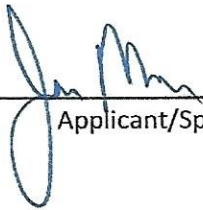
\_\_\_\_ Certificate of Insurance provided and accepted X Certificate of Insurance not required



9. **AGREEMENT**

In consideration of the City of Keokuk, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Keokuk, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Keokuk, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Keokuk, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS  
RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE  
TERMS AND CONDITIONS AS SET FORTH HEREIN.



Applicant/Sponsor Signature



Date

## DEPARTMENT APPROVALS

The request has been reviewed by the undersigned and recommended for approval with the condition as noted:

### POLICE DEPARTMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

### FIRE DEPARTMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

### PUBLIC WORKS DEPARTMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

### OTHER

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions: \_\_\_\_\_

## CITY ADMINISTRATOR APPROVAL (City Council Approval)

\_\_\_\_\_  
City Administrator Signature                      Date                      Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

CONDITIONS IMPOSED: \_\_\_\_\_

\_\_\_\_\_  
Date of City Council Approval (if required): \_\_\_\_\_

Please Draw a Map of Event Area or Attach a Drawing to the Application



## Renewal Declarations - Place With Your Policy

THIS IS NOT A BILL

**Farm Bureau Property & Casualty  
Insurance Company**  
5400 University Avenue  
West Des Moines, Iowa 50266-5997

**First Named Insured**  
JONATHAN MORRIS  
1727 HILTON ROAD  
KEOKUK, IA 52632-2022

**Policy Number** 7795840  
**Policy Period** 02-14-2023 to 02-14-2024

**Your Farm Bureau Agent**  
KARI R GROGAN  
319-524-3114

## Farm Bureau Member's Choice Policy

**Customer Service** 866-399-3237  
**Claims Hotline** 800-226-6383

This declarations is a part of the policy and shows the coverages  
that are provided during the specified policy period.

### Named Insured(s)

AMANDA MORRIS

JONATHAN MORRIS

### Summary of Coverage

### Annual Premium

Property/Liability Coverage ..... \$3,355.76

### Policy Discounts

Protective Devices  
Property Claim Free  
Paid In Full

New Roof  
Dwelling Age  
Financial Services



## Property/Liability

Coverage	Limits	Deductible
Bodily Injury Liability/Property Damage Liability	\$1,000,000 each occurrence	
Medical Payments to Others	\$25,000 each person/each occurrence	
Liability Loss Assessment	\$1,000 each occurrence	
Business Injury Liability	\$1,000,000 each occurrence/offense	
	\$2,000,000 aggregate	
Rental Dwelling - 1 Family (Residence Premises or Other)		
Named Insured(s)		
JONATHAN MORRIS		
Medical Payments to Others	\$25,000 each person/each occurrence	
Hired and Non-Owned Auto Liability		
Fire Department Service Charge	\$1,000	No
Property Loss Assessment	\$1,000	No

### Insured Location

1727 HILTON RD, KEOKUK, IA 52632-3627

Location Description:

Coverage	Limits	Deductible
<b>2007 Dwelling</b>	\$472,900	\$1,500
Replacement Cost		
Special		
Loss of Use - Actual Loss Sustained	12 months	
Ordinance or Law	\$5,000	\$1,500
Water Backup of Sewers/Drains	\$5,000	\$1,500
Residential Equipment Breakdown		
Service Line		
<b>Household Personal Property</b>	\$331,200	\$1,500
Replacement Cost		
Special		
Tenant's Loss of Use - Actual Loss Sustained	12 months	
Special Limits of Insurance		
Money	\$200	
Valuable Records	\$1,000	
Watercraft	\$500	
Trailers	\$500	
Jewelry/Furs	\$1,000 per item/\$2,000 per occurrence	
Plateware	\$5,000	
Firearms	\$2,000 per item/\$4,000 per occurrence	
Business Property On Premises	\$2,500	
Business Property Off Premises	\$1,000	
Electronic Apparatus	\$1,000	
Water Backup of Sewers/Drains	\$5,000	\$1,500

### Insured Location

1 NAVAHO DR, KEOKUK, IA 52632-2022

Location Description:

Coverage	Limits	Deductible/Wind & Hail
<b>1957 Dwelling</b>	\$234,600	\$1,500/\$2,500
Replacement Cost		
Special		
Loss of Use - Actual Loss Sustained	12 months	

Service Line		
<b>Household Personal Property</b>	<b>\$5,500</b>	<b>\$1,500</b>
Actual Cash Value		
Named, excluding theft		
Tenant's Loss of Use - Actual Loss Sustained	12 months	
Special Limits of Insurance		
Money	\$200	
Valuable Records	\$1,000	
Watercraft	\$500	
Trailers	\$500	
Jewelry/Furs	\$1,000 per item/\$2,000 per occurrence	
Plateware	\$5,000	
Firearms	\$2,000 per item/\$4,000 per occurrence	
Business Property On Premises	\$2,500	
Business Property Off Premises	\$1,000	
Electronic Apparatus	\$1,000	

**Insured Location**

SECTION 26-5-65, KEOKUK, IA 52632  
Location Description: 22 acres

**Insured Location**

SECTION 27-5-65, KEOKUK, IA 52632  
Location Description: 6 acres

First Mortgagee	TWO RIVERS BANK AND TRUST PO BOX 728 BURLINGTON, IA 52601 2007 Dwelling - 1727 HILTON RD, KEOKUK, IA 52632-3627
First Mortgagee	PNC BANK, N.A. ISAOA/ATIMA PO BOX 7433 SPRINGFIELD, OH 45501-7433 1957 Dwelling - 1 NAVAHO DR, KEOKUK, IA 52632-2022

**Annual Property/Liability Premium** **\$3,355.76**

For your protection your policy includes an annual inflation increase that applies to your property in the following manner:  
10.0% to dwellings and household personal property.

**Policy Forms & Endorsements**

PKXX.J0001.0510	PKIA.SGENL.0422	PKIA.SGENS.0510	PKIA.SLIAB.0420
PKIA.MPLIA.0919	PKIA.MBLIA.0420	PKIA.SPROP.1216	PKIA.MDWLG.0919
PKIA.MHHPP.0711	PKXX.EP009.1214	PKXX.EP016.0922	

## APPLICATION FOR SIDEWALK DISPLAY PERMIT

DATE: ~~07/17/2023~~ 07/17/2023  
APPLICANT NAME: TSS, INC.  
DISPLAY ADDRESS: 906 MAIN ST, Keokuk IA, 52632

- (1) Such permits be issued for **a period of twelve months with a fee of \$25.00.** All permits shall be renewed on April 1<sup>st</sup> and annual fees may be prorated. A display placard issued by the City indicating approval of such permit shall be displayed so as to be visible from the street;
- (2) Displays must be situated in a neat and orderly fashion and in a manner to insure public/pedestrian safety and movement and to not interfere with the normal daily operation of neighboring businesses;
- (3) Location of the display is limited to the sidewalk contiguous to the front wall on Main Street of the vendor's building and must not use more than 33% of the sidewalk area. Areas within rights-of-way on Main Street, which are not developed with paved sidewalks must have merchandise displayed at least ten (10) feet behind the back of the curb.
- (4) **Please provide a drawing indicating the location of such displays** and a written description of merchandise to be displayed, which can be attached: (use the reverse side)  
  

☐ Plants and garden supplies  
☐ Motorcycles and similar equipment  
☐ Lawn/garden equipment  
☐ Appliances  
☒ Sandwich board sign  
☐ Other (describe) \_\_\_\_\_
- (5) **A copy of an insurance policy or other such proof of liability insurance** in the amount of one million dollars is attached.

Displays not meeting the above criteria shall be subject to a civil citation charging a municipal infraction after one warning allowing compliance within 24 hours. The permit shall immediately be cancelled upon issuance of the municipal infraction citation.

Special sidewalk events, such as Crazy Days, wherein all merchants are invited to promote sales on sidewalks, shall be exempt from this permit.

The City shall not be liable to the applicant for any interruption of any loss or damage to property or injury to or death of persons occurring or in any manner growing out of or connected with applicant's operation, whether or not caused by the negligence or other fault of the City or City's agents, employees, invitees, licensees or assignees. The City of Keokuk is held harmless

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 AUGUST 3, 2023.

**REGISTER NO. 5353**

ALTORFER INC.	PARTS	\$ 72.14
GATE CITY PUBLISHING	PUBLICATIONS	\$ 658.93
KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 255.00
ERIC E. SUTER	SERVICE CALL @ CAR BARN	\$ 65.00
RIVER CITY PARTS, INC.	PARTS	\$ 98.85
ACCESS SYSTEMS	LIBRARY MAINTENANCE AGREEMENT	\$ 178.32
S. J. SMITH WELDING SUPPLY	TANK RENTAL	\$ 10.50
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 1,709.50
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 302.25
TASKE FORCE, INC.	TEMPORARY HELP	\$ 15,585.75
BAKER & TAYLOR BOOKS	BOOKS KEOKUK PUBLIC LIBRARY	\$ 895.34
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 1,601.67
ALLIANT	ELECTRIC BILL	\$ 14,477.08
THE CARDBOARD BOX	UPS CHARGES	\$ 197.00
CENTURY LINK	SERVICE	\$ 452.88
GREAT RIVER REGIONAL WASTE	INTEGRATED WASTE SERVICES	\$ 21,853.82
LEE COUNTY RECORDER/REGISTRAR	DOCUMENT RECORDINGS	\$ 44.00
MIDLAND SCIENTIFIC, INC	LAB SUPPLIES	\$ 4,220.54
TRUCK REPAIR, INC	PARTS	\$ 49.60
IOWA DEPT. OF PUBLIC SAFETY	TERMINAL BILLING	\$ 300.00
MEYERS PLUMBING	LABOR/MATERIALS @ POLICE DEPT	\$ 2,140.32
SHOEMAKER & HAALAND	ENGINEERING SERVICES	\$ 10,716.92
VAN METER INDUSTRIAL	PARTS/SUPPLIES	\$ 6,641.90
SOUTHEASTERN COMMUNITY COLLEGE	SAFETY TRAINING CLASSES	\$ 700.00
ENDERLE HEATING & A/C COMPANY	FILTERS	\$ 450.98
HILL PRINTING	CITY LETTERHEAD	\$ 849.22
HY-VEE, INC.	SUPPLIES	\$ 276.06
SECRETARY OF STATE	NOTARY PUBLIC	\$ 30.00
PER MAR SECURITY SERVICES	SECURITY MONITORING	\$ 691.56
RAIRDEN'S AUTO SALVAGE AND	TOWING SERVICE	\$ 60.00
NBS CALIBRATIONS	LAB SUPPLIES @ WPC	\$ 350.00
OVERHEAD DOOR COMPANY OF	FIRE DEPT INSTALL/MATERIALS	\$ 1,875.00
YOUNGGREN SHOES	WORK BOOTS	\$ 115.59
KNAPHEIDE TRUCK EQ CENTER	PARTS	\$ 338.98
TROPHY OUTLET	GRAND THEATER MATERIALS	\$ 22.47
KEOKUK COMMUNITY SCHOOL	FRANCHISE FEE REFUND	\$ 417.48
USA BLUE BOOK	WPC SUPPLIES/MATERIALS	\$ 218.13
FRANK MILLARD & CO., INC.	LABOR/MATERIALS @ LIBRARY	\$ 221.00
AUTOZONE	PARTS/SUPPLIES	\$ 113.99
SEIRPC	PER CAPITA DUES FY24	\$ 11,061.00
WISS & WISS EQUIPMENT INC.	PARTS	\$ 111.44



**REGISTER NO. 5354**

CAPITAL ONE	SUPPLIES	\$	466.85
DISCOUNT TIRE & SERVICE	TIRES	\$	740.00
PETERS HEATING & AIR	GRAND THEATER SERVICE CALL	\$	125.00
MEDIACOM	SERVICE	\$	747.18
AMSTED RAIL COMPANY, INC.	FRANCHISE FEE REBATE	\$	30,018.54
LCL FARMS INC.	BIO SOLID TRUCKING/SPREADING	\$	11,920.40
GRAINGER	WPC SUPPLIES/MATERIALS	\$	170.59
SANDRY FIRE SUPPLY, L.L.C.	FIRE DEPT SUPPLIES/MATERIALS	\$	550.50
MUNICIPAL EMERGENCY SERVICES	FIRE DEPT TESTING/REPAIRS	\$	279.61
HILL'S PET NUTRITION SALES, INC	SUPPLIES	\$	116.91
IMI EQUIPMENT, LLC	PARTS	\$	85.74
SOUTHEAST IOWA REGIONAL	RTA AGREEMENT	\$	2,125.00
NSI LAB SOLUTIONS	LAB SUPPLIES	\$	406.00
WHITE CAP, L.P.	SEWER SUPPLIES/MATERIALS	\$	149.54
MIDWAY FREIGHTLINER, INC.	LABOR/MATERIALS FIRE DEPT	\$	1,453.14
WEST CENTRAL FS INC.	BULK FUEL	\$	23,644.00
KLINGNER & ASSOCIATES, P.C.	LANDFILL MONITORING	\$	1,636.50
INTERSTATE BATTERIES OF	BATTERIES	\$	315.90
VERIZON WIRELESS	FIRE DEPT CELL PHONE SERVICE	\$	160.76
ASKEW SCIENTIFIC CONSULTING	PROFESSIONAL SERVICES	\$	8,832.81
DANSCO CONTRACTING	LABOR/MATERIALS RAND PARK	\$	18,088.00
ACCO	POOL CHEMICALS	\$	1,132.60
BERGMAN FARM SUPPLY, INC.	SUPPLIES/MATERIALS	\$	159.35
IDALS	ANIMAL SERVICES LICENSE	\$	150.00
IOWA LAW ENFORCEMENT ACADEMY	MMPI EVALUATION	\$	150.00
WINDSTREAM	SERVICE	\$	484.12
DARKSIDE TINT & GRAPHIX	VERITY BOAT MATERIALS	\$	243.00
LIBERTY UTILITIES MIDSTATES	SERVICE	\$	30.60
RHOMAR INDUSTRIES, INC.	STREET DEPT MATERIALS/FREIGHT	\$	2,095.67
DIANNE STANLEY	MONTHLY MANAGER FEE @ GRAND	\$	452.25
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$	105.00
ARMSTRONG TRACTOR LLC	PARTS	\$	158.39
KIMBALL MIDWEST	SEWER DEPT SUPPLIES/MATERIALS	\$	89.40
COMMERCIAL CONTRACTING	LABOR/MATERIALS 600 MAIN	\$	4,810.00
ICONNECTYOU	SERVICE	\$	165.00
LAKE COOPER FOUNDATION	HOTEL/MOTEL SUPPORT	\$	5,000.00
RICOH USA, INC.	KEOKUK PUBLIC LIBRARY	\$	126.00
J.P. COOKE CO.	ANIMAL SERVICES TAGS	\$	172.75
JOHNSON CONTROLS	MONITORING @ EXCHANGE STREET	\$	420.00
KEOKUK BROADCASTING, INC.	ADVERTISING	\$	1,500.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	600.00
QUARTIX INC.	CREDIT MEMO	\$	(579.42)
NEWBERRY LANDSCAPING LLC	MOVING VARIOUS PROPERTIES	\$	1,200.00
CARRIE MILLER	PORTABLE TOILET RENTAL	\$	1,050.00
SHARED IT INC	IT SERVICES	\$	94.63

**REGISTER NO. 5355**

TRI-STATE HEATING & ELECTRIC	MOWING VARIOUS PROPERTIES	\$ 2,280.00
BLESSING HEALTH KEOKUK CLINIC	MEDICAL SERVICES	\$ 95.00
SCOTT'S ULTRA CLEAN LLC	POLICE JANITORIAL	\$ 430.00
EXCEL IT SERVICES	LIBRARY IT SERVICES	\$ 169.99
JERI ANN MORGAN	GRAND THEATER JANITORIAL	\$ 306.00
HPI	POLYGRAPH SERVICES	\$ 350.00
911 CUSTOM	POLICE DEPARTMENT MATERIALS	\$ 2,475.00
HENNIGES AUTOMOTIVE, INC	FRANCHISE FEE REBATE	\$ 9,629.33
ELANCO US INC.	KEOKUK ANIMAL SERVICES	\$ 277.67
IWORQ	COMMUNITY DEVELOPMENT	\$ 19,175.00
JONATHAN DEEN	REIMBURSEMENT	\$ 125.00
		\$ 257,585.51



# COUNCIL ACTION FORM

Date: August 3, 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

---



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### Recommendation:

Personnel Committee recommends approval.

Personnel Committee recommends approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

---

## CITY COUNCIL VOTES

[illegible]

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

**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** 3<sup>rd</sup> day of August, 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. Certain exempt employees are granted compensatory time, on an hour by hour basis, when approved by the City Council.
- “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 employee'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. Certain departments may have different probationary periods.

### **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 (¼) 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.
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#### 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](http://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 .5-2% 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 A.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.

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 and/or children. 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.

### **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 cites 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 determined 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: \_\_\_\_\_

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**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: \_\_\_\_\_

\_\_\_\_\_

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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: \_\_\_\_\_

DATES 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:

\_\_\_\_\_

\_\_\_\_\_

[illegible]

Fuel purchase is for city own vehicles only. Mileage is for personal vehicles only and is paid at current IRS rate.

SUBTOTAL P-CARD

SUBTOTAL REIMBURSEMENT

TOTAL EXPENSES

Employee

Date \_\_\_\_\_

Dept Head

Date \_\_\_\_\_

**DETAILED RECEIPTS MUST BE ATTACHED FOR ALL EXPENSES.**



# COUNCIL ACTION FORM

Date: July 26, 2023

Presented By: Broomhall

Subject: 3rd reading Amendments to zoning code Agenda Item: 9

## Description:

The City Council passed the 2nd reading of the below code amendments on July 20th. I have not received any further feedback on code amendments from the public.

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

Approved 2nd reading

Date

July 6, 2023

July 20, 2023

### Recommendation:

Approve 3rd reading

## Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## 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 6<sup>th</sup> day of July 2023.

CITY OF KEOKUK, LEE COUNTY, IOWA

\_\_\_\_\_  
K. A. Mahoney, Mayor

Attest: \_\_\_\_\_  
Celeste El Anfaoui, City Clerk

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

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





# COUNCIL ACTION FORM

Date: August 3, 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

# Ordinance Amending Title 9 1st Reading

07/20/2023

### Recommendation:

Recommend approval.

## Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## 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 6<sup>th</sup> day of April 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.





# COUNCIL ACTION FORM

Date: August 3, 2023

Presented By: Baum

Subject: ATE Ordinance Agenda Item: \_\_\_\_\_

## Description:

Ordinances from several communities with automatic traffic enforcement (ATE) were reviewed. All contained basically the same language. A draft was created and sent to the City Attorney for final review.

The ordinance sets fines as follows:

1-5 MPH over speed limit \$50  
6-10 MPH over the speed limit \$75  
11-15 MPH over the speed limit \$100  
16 or more over the speed limit \$300

The ATE will be installed in certain school zones that were shown to have a high number of vehicles traveling 11 MPH or more over the speed limit. In accordance with Council's directive, the ATE will operate twenty-four hours a day.

## 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

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### Recommendation:

Recommend approval.

Recommend approval.

## Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

# **ORDINANCE NO. CITY OF KEOKUK, IOWA**

## **An amendment to Title 9 Vehicles and Traffic adding Chapter 9.91 Automated Traffic Enforcement.**

**WHEREAS**, the City Council of the City of Keokuk, Iowa after a thorough review and discussion, hereby agrees to amend Title 9 Vehicles and Traffic.

**NOW THEREFORE BE IT RESOLVED** that the City Council, of the City of Keokuk, Iowa, hereby amends the Keokuk Municipal Code, Title 9 Vehicles and Traffic adding Chapter 9.91 Automated Traffic Enforcement as follows:

### **Chapter 9.91**

#### **AUTOMATED TRAFFIC ENFORCEMENT**

##### **Sections:**

<b>9.91.010</b>	<b>General.</b>
<b>9.91.020</b>	<b>Definitions.</b>
<b>9.91.030</b>	<b>Vehicle Owner Subject to Civil Fines for Automated Traffic Citations.</b>
<b>9.91.040</b>	<b>Authority to Designate Crosswalks.</b>
<b>9.91.050</b>	<b>Challenging an Automated Traffic Citation.</b>
<b>9.91.060</b>	<b>Failure to Timely Pay or Challenge Automated Traffic Citation.</b>
<b>9.91.070</b>	<b>9.91.080 Exemptions from Section 9.91.060.</b>
<b>9.91.080</b>	<b>Savings Clause.</b>
<b>9.91.090</b>	<b>Changes.</b>
<b>9.91.100</b>	<b>General Provisions</b>

##### **9.91.010 General.**

In accordance with its police powers, the City may deploy, erect or cause to have erected an automated traffic enforcement system for capturing images of motor vehicles that violate traffic laws by failing to obey speed regulations within the city designated by the City Council or designee. The system may be managed by a private contractor that owns and operates the requisite equipment. The police department shall retain supervisory control over the system. The contractor shall provide photographic and/or video images of any potential violations to the police department to review and, in the event the police department determines a vehicle was operated in violation of the city's traffic control ordinances, the police department shall direct that a notice of Automated Traffic Citation be issued to the vehicle owner in accordance with this chapter.

### **9.91.020 Definitions.**

**Automated Traffic Citation** shall mean a notice of violation generated in connection with the automated traffic enforcement system.

**Automated Traffic Enforcement Contractor** shall mean the company or entity, if any, with which the City of Keokuk contracts to provide equipment and/or services in connection with the Automated Traffic Enforcement System.

**Automated Traffic Enforcement System** shall mean an electronic system consisting of a photographic, video, or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic controller or police department employee to automatically produce photographs, video or digital images of each vehicle violating a speed restriction.

**Vehicle Owner** shall mean the person or entity identified by the Iowa Department of Transportation, or identified by any other state vehicle registration office, as the registered owner of a vehicle detected violating a traffic law by failing to obey speed regulations within the City. Notwithstanding the foregoing, in the event the Iowa Department of Transportation or any other state vehicle registration office identifies a person or entity as the lessee of the vehicle, that lessee shall be the vehicle owner for purposes of this chapter. In the event a state registration office does not specify whether a person or entity listed on the registration for the vehicle is the owner or lessee of the vehicle, any person or entity listed on that vehicle registration may be deemed the vehicle owner and held jointly and severally responsible for a violation of this section.

### **9.91.030 Vehicle Owners Subject to Civil Fine for Automated Traffic Citations.**

1. If a vehicle is detected traveling at a speed above the posted speed limit, the Vehicle Owner shall be subject to a civil fine as scheduled below in subsection 9.91.040(2).
2. Exemptions from this chapter are set forth in subsection 9.91.070 and shall not be considered violations for purposes of the Automated Traffic Enforcement System.
3. In no event will an Automated Traffic Citation be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the Vehicle Owners driving record.

### **9.91.040 Notice of Automated Traffic Citation; Fines.**

1. Upon a Keokuk Police Officer's determination that the Automated Traffic Enforcement System has detected a violation described in this chapter, a notice of an Automated Traffic Citation will be mailed to the Vehicle Owner for each such

violation recorded by the Automated Traffic Enforcement System. The Automated Traffic Enforcement Contractor shall mail the notice within 30 days after receiving information about the Vehicle Owner. The notice shall include the name and address of the Vehicle Owner; the vehicle make, if available and readily discernable; the vehicle registration number; the violation alleged; the time, date and location of the alleged violation; the applicable fine; information as to the manner in which the Automated Traffic Citation may be challenged; and that the basis of the notice is a photographic or video record generated by an Automated Traffic Enforcement System.

2. Any violation of subsection 9.91.030 (1). Above shall be subject to a civil fine as scheduled in the table below, and the fine for any violation committed in a designated construction zone (as provided by the Code of Iowa), shall be as scheduled below, subject in any event to the limit on fines sought in municipal infractions.

Speed over the limit	Civil Fine
1 through 5 miles per hour ("MPH")	\$50.00
6 through 10 MPH	\$75.00
11 through 15 MPH	\$100.00
16 MPH and above	\$300.00

#### **9.91.050 Challenging an Automated Traffic Citation.**

Within 30 (thirty) days from the date appearing at the top of a notice of Automated Traffic Citation sent to the Vehicle Owner, the Vehicle Owner may either pay the fee associated with the citation or challenge the citation by submitting a written challenge to the citation or requesting that a municipal infraction be filed pursuant to Iowa Code 364.22. Any such written challenge or request must be on a form specified by and available from the City as indicated on the notice and be sent to the City according to the instructions on that form. Upon receipt of a written challenge, a Keokuk Police Officer shall determine whether the citation should be rescinded. Within 30 (thirty) days after the City receives such a challenge, the City shall notify the Vehicle Owner whether the challenge to the Automated Traffic Citation is successful, in which case, the citation shall be rescinded. Otherwise, the citation will stand. Thereafter, the City may seek voluntary payment and/or file the citation as a municipal infraction against the Vehicle Owner, all as set forth in subsection 9.91.060 below.

#### **9.91.060 Failure to Timely Pay or Challenge Automated Traffic Citation.**

If the recipient of an Automated Traffic Citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the Vehicle Owner in accordance with Keokuk Municipal Code and 364.22 of the Code of Iowa, seeking judgement for the applicable civil fine provided in subsections 9.91.040 (2) plus stated mandated filing fee and court costs. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgement together with the interest as permitted by law. Collection of that judgement may include referral to the State of Iowa Income Offset program administered by the Department of Administrative Services, State Accounting Enterprise. Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the Vehicle Owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

#### **9.91.070 Exemptions from Section 9.91.060.**

The following shall not be considered violations for purposes of the Automated Traffic Enforcement System.

1. The operator of the vehicle in question was issued a uniform traffic citation for the violation in question pursuant to Keokuk Municipal Code Title 9 or Chapter 321 of the Code of Iowa.
2. The violation occurred at any time after the vehicle in question or its state registration plates were reported to a law enforcement agency as having been stolen, provided, however, the vehicle or its plates had not been recovered by the Vehicle Owner at the time of the alleged violation.
3. The vehicle in question was an authorized emergency vehicle.

The foregoing list of exemptions from this section shall not be construed as limiting the defenses available to challenge and Automated Traffic Citation or defend a municipal infraction.

#### **9.91.080 Savings Clause.**

All ordinances or part of ordinances in conflict with any provision of this Ordinance are hereby repealed.

**9.91.090 Changes.**

The changes as provided in this Ordinance shall be made a part of the replacement pages of the Municipal Code, City of Keokuk, Iowa, and made a part of said Code as provided by law.

**9.91.100 General Provisions.**

- 1) **Full force and effect.** This amendment shall be in full force and effect from the date of passage and publication as required by law.
- 2) **Repealer.** This amendment shall be construed to repeal any prior amendment inconsistent herewith.
- 3) **Severability of provisions.** If any section, subsection, sentence, clause, phrase or portion of this amendment be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as separate, distinct and independent provision as such holdings shall not be affected the validity of the remaining portion hereof.

Passed by the City Council of the City of Keokuk, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Approved and signed by the Mayor of the City of Keokuk, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor K.A. Mahoney

Attest: Celeste El Anfaoui, City Clerk

\_\_\_\_\_  
Date of 1st reading:

Date of 2nd reading:

Date of 3rd reading:

Date of Publication:



# COUNCIL ACTION FORM

Date: August 3, 2023

Presented By: O'Donnell

Subject: Design Contract for SIDC Space Agenda Item: \_\_\_\_\_

## Description:

Roquette would like to rent the north half of the first floor addition at the SIDC. This space is unfinished and would need certain improvements. Roquette is looking for an open space, industrial look that will minimize overall cost by eliminating drop ceilings and minimize constructed walls. Horizon Architecture was engaged to provide a concept drawing and estimated cost. A meeting was held with Roquette personnel to discuss the conceptual drawing and review the space. Roquette is willing to move forward with design after this meeting. The attached contract with Horizon is for the design at a lump sum cost of \$19,500. The fee would be paid out of the SIDC budget and cost recovery would be through rent to Roquette. The project has a tight time line as Roquette would like to be in the space no later than January. Roquette will be renting space on the second floor of the SIDC the interim.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 303-768-6490 Title: Other Professional Fees

Amount Budgeted: 0.00

Actual Cost: 19,500

Under/Over: (19,500)

### Funding Sources:

TIF \_\_\_\_\_

Rental Income \_\_\_\_\_

Departments: \_\_\_\_\_

SIDC \_\_\_\_\_

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date

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### Recommendation:

Staff recommends approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]



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

**A RESOLUTION APPROVING AGREEMENT WITH HORIZON  
ARCHITECTURE**

**WHEREAS**, the City of Keokuk, Iowa owns and maintains the Southeast Iowa Development Center (SIDC) ; and

**WHEREAS**, the space in the SIDC is rented to businesses and industries; and

**WHEREAS**, Roquette America desires to rent an unfinished portion of the SIDC; and

**WHEREAS**, the space will need to be designed for renovation.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA;** that the design contract with Horizon Architecture is approved.

**PASSED, APPROVED, AND ADOPTED** this 3<sup>rd</sup> day of August 2023

\_\_\_\_\_  
K.A. Mahoney, Mayor

\_\_\_\_\_  
Attest: Celeste El Anfaoui, City Clerk



July 24th, 2023

Design Services Proposal for City of Keokuk  
POC: Cole S. O'Donnell, City Administrator  
601 Main Street, Floor 3  
Keokuk, IA 52632  
(319)524-2050 x111  
codonnell@cityofkeokuk.org

For the Property at:  
1417 Exchange Street  
Keokuk, IA 52632

Dear Mr. O'Donnell,

Following our walkthrough of the existing space and conversation regarding the tenant improvement goals, I created the following scope of services to work with you and the city to design and specify your project. The goal is to complete the design phase with drawing, cost opinion and specifications for a publicly bid project.

**Project Scope:**

The scope of the project is to work with you to verify documentation of the existing space and develop plans to renovate the space into open office with a breakroom and conference room. I will meet with you, and any other stakeholders you choose to help define requirements and refine needs to fit the new space. We will develop a space plan for the area of renovation that will take advantage of as much existing space as practical. Once we have a schematic space plan, I will prepare a preliminary Opinion of Probable Costs to ensure the desired renovations are in line with budget. Assuming everything is in order, I will develop construction and bidding drawings and specifications for the renovation of the space.

**Scope of Consulting Services:**

Conduct a detailed survey of and document existing conditions. Identify any potential issues or problems that may affect budget and design. Provide structural evaluation and guidance during demolition phase.

Conduct a code review of all applicable regulations including, but not limited to, International Building Code, City Zoning and Ordinances and Fire Codes. Communicate and coordinate with municipal officials to ensure familiarity and adherence to intent of improvements

Conduct a design charrette with all stakeholders to identify project requirements and priorities. Based on our conversation, develop a project program. Establish a project budget.

Develop diagrams and sketches to describe spatial layouts and adjacencies. Develop sketches to describe potential elevations and massing for the building and improvements. Develop an Opinion of Probable Costs.

Develop and document final arrangements for construction including floor plans, elevations, sections and unique details.

Provide mechanical, electrical and plumbing engineering to support renovation requirements including power and lighting, space conditioning (ideally tying to existing equipment) and plumbing to tie in new kitchenette. Additionally, identify demolition and retrofit requirements for existing stacks and drains throughout the area.

Develop details to describe the project to an appropriate level for permitting and construction.

Coordinate public bidding to identify a general contractor to complete the work.

Provide support throughout the build to clarify plans and details and ensure adherence to design intent throughout the build.

### **Fee Proposal:**

I propose to provide the scope of services listed for a total **lump sum fee of \$19,500.00 with construction phase services on a Time and Materials basis.**

The fee will be assessed in the following manner:

- \$3,000 due with the acceptance of this agreement.
- \$4,500 due with the completion of Schematic Design
- \$5,000 due with the completion of 50% Construction Documents
- \$5,000 due with the completion of Permit Documents (100% Construction Documents)
- \$2,000 due with the completion of Bidding (Contractor Selected)

Contract Administration services will be on a time and materials basis at a rate of \$145/hr for Principal Architect/Engineer and \$95/hr for Architecture Designer.

- (1) Site visit for Survey, (1) face to face meetings for schematic design and (1) meetings for construction documentation phase are included in this scope. Additional virtual meetings are included as required. Construction phase site visits will be conducted on an as-needed basis but not less than once monthly to verify work for payment applications.

### **Optional Services Not Included in the Current Scope**

Civil and structural engineering services are not included in the scope of work. No civil or structural engineering requirements are anticipated for the project. If conditions are identified that require these services an additional services request will be provided for review and approval by the city.

### **Reimbursable Expenses**

Anticipated reimbursable expenses are limited to costs for printing, postage of project documents and construction phase services.

If you have any questions regarding any aspect of this proposal, or if you wish to revise or discuss the scope of services, please do not hesitate to give me a call. Upon acceptance of this proposal, I will prepare an AIA B105-2017 Standard Form of Agreement Between Owner and Architect. I am excited to help you make your project a reality and appreciate the opportunity!

Very truly yours,



Michael S. Nolan, AIA, LEED AP, CPHC

Accepted By:

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Cole O'Donnell  
City Manager

Date



# COUNCIL ACTION FORM

Date: August 3, 2023

Presented By: O'Donnell

Subject: Bristola Feasibility Study Agenda Item: \_\_\_\_\_

## Description:

At the July 6th workshop the Council had a presentation from Bristola. The company would like to see if the Keokuk Wastewater Treatment Facility can be modified to produce additional amounts of methane gas. The additional gas produced would then be collected by Bristola, scrubbed, and sold. The City would receive a royalty off the sale. Bristola would also be responsible for maintenance and upkeep on the facility's digesters. to determine the viability of the plant, Bristola will complete a ninety day feasibility study. The proposed agreement allows Bristola to complete the study at no cost to the City.

## 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

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### Recommendation:

Staff recommends approval.

Staff recommends approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

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

**A RESOLUTION APPROVING AGREEMENT WITH BRISTOLA**

**WHEREAS**, the City of Keokuk, Iowa owns and a wastewater treatment facility;  
and

**WHEREAS**, Bristola is a company wanting to capture methane gas from  
wastewater treatment facilities in order to sell said gas; and

**WHEREAS**, Bristola would like to conduct a ninety (90) day feasibility study to  
determine if the Keokuk Wastewater Treatment Facility could be used to produce  
sufficient amounts of gas.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
KEOKUK, IOWA**; that the contract with Bristola for a ninety (90) day feasibility  
study of the Keokuk Wastewater Treatment Facility is approved.

**PASSED, APPROVED, AND ADOPTED** this 3<sup>rd</sup> day of August 2023

\_\_\_\_\_  
K.A. Mahoney, Mayor

\_\_\_\_\_  
Attest: Celeste El Anfaoui, City Clerk

## **Agreement for Independent Due Diligence in Contemplation of a Potential Project (“Agreement”)**

This Agreement is made and entered into as the \_\_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”) by and between Bristola, LLC, (“Bristola”), an Iowa limited liability company and the City of Keokuk, Iowa, (“Client”), an Iowa municipality (individually, “Party”) (collectively, “Parties”).

### **RECITALS**

**WHEREAS**, Client has an existing wastewater treatment facility, with associated anaerobic digesters (together “Infrastructure” or “Project Site”), and such Infrastructure needs to be updated.

**WHEREAS**, Bristola is seeking opportunities to utilize Anaerobic Digestion systems to produce renewable natural gas and is seeking a location to showcase all of its technologies (hereafter “Potential Project”).

**WHEREAS**, the proper alignment and utilization of the existing Infrastructure will generate supplemental revenue for the Client and provide the Client with capital investments and related improvements which will increase its Infrastructure operation capacity.

**WHEREAS**, under the terms of this Agreement, Bristola is requesting that Client provide them an exclusive, 90-day due diligence period (from the Effective Date) to –

- Perform a detailed investigation into upgrading existing Infrastructure anaerobic digesters for the purpose of commercial gas sales.
- Perform a detailed investigation into new methods and operations for accepting new feedstocks to mix with existing biosolids.
- Prepare a proposal for a design layout for Infrastructure upgrades, outline the capital injection Bristola would offer, and detail how the Parties would generate revenue.

**WHEREAS**, the Parties are entering into this Agreement for their mutual benefit. Such potential project will improve existing Infrastructure to handle more volume of inputs thus generating more renewable natural gas outputs, provide the Client with a supplemental revenue stream, provide the Client and surrounding areas with renewable natural gas created locally and efficiently, provide an alternative disposal opportunity for organic byproducts that would otherwise need disposal of in alternative forms less friendly for the environment and allow and promote economic growth in the community by providing extra processing capacity at the existing Infrastructure.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants herein, the Parties agree as follows:

**Section 1. Scope of Services.** Bristola shall provide all labor, materials, equipment, testing, tools, and supervision required to perform the Scope of Services below. (hereafter collectively the "Services").

- Bristola will investigate potential new feedstocks for digestion at the existing Infrastructure.
- Bristola will meet with and request input from the Infrastructure superintendent on facility layout criteria and scenarios.
- Bristola requests access to internal costing and estimates the Client might have on certain Infrastructure processes and treatments.
- Bristola requests Client permission to bring contractors on-site to the Infrastructure for developing cost estimates on potential upgrades. Such Client permission shall not be unreasonably withheld.

The Client shall provide all labor, materials, equipment, testing, tools and supervision, as detailed below, to support Bristola in its Services -

- Client will provide Bristola all detailed blueprints, and analytics from Infrastructure.
- Client will provide Bristola all zoning and permitting information for the Infrastructure for potential upgrades.
- Client will provide Bristola information on any economic or labor incentives that might be available for Potential Project.

Such Services by both Parties will be performed in accordance with local, state, and federal laws and regulations. This Agreement, and the Scope of Services, may only be modified by written amendment signed by both Parties.

**Section 2. Term.** Scope of Services will be performed during a ninety (90) day period from the Effective Date. Upon mutual consent of the Parties, this Term can be extended.

**Section 3. Termination.** During the Term of this Agreement, this Agreement may be terminated for cause. This Agreement may be terminated immediately by the non-breaching Party in the event of any material breach of obligations under this Agreement. Such breaching Party shall have seven (7) calendar days to cure such breach.

**Section 4. Effect of Termination.** Upon termination of this Agreement, Bristola shall immediately cease all activities at the Project Site.

**Section 5. Service Fees.** Bristola and Client will perform their Services under Section 1 at no cost.

**Section 6. Relationship of Parties.** The Parties hereto are independent contractors, and neither party nor its employees or agents will be deemed to be employees or agents of another party for any purpose or under any circumstances. No partnership, joint venture, alliance, fiduciary duty, or any relationship other than that of independent contractors is created hereby, expressly or by implication.



**Section 7. Access and Assistance.** Client shall grant Bristola access to the Project Site in such manner and at such times as reasonably requested by Bristola to perform the Services. Client shall provide any assistance needed by Bristola in order to perform its services as detailed in Section 1.

**Section 8. Indemnification.** Subject to the limitations set forth in Section 10 and Section 11, Bristola shall indemnify and hold Client harmless from and against any and all claims, actions, liabilities, losses, damages, costs, and expenses which are actually incurred by Client arising from or relating to a breach of this Agreement or performance of the Services.

**Section 9. Compliance with Laws.** When providing Services, Bristola shall comply with all federal, state, and local laws applicable to the performance of the Services including all laws, rules, and regulations protecting human health or the environment and any notification provisions associated therewith. Notwithstanding the foregoing, Bristola shall not be responsible for compliance, notification, or any other legal requirement imposed upon the operations of Client. Each Party hereto agrees to cooperate with the other in order to ensure the compliance discussed hereunder and, if necessary, each party shall provide reasonable assistance to the other in order to establish and maintain such compliance.

**Section 10. Reliance.** Bristola may perform the Services in reliance upon information provided by Client. As such, Bristola shall not be liable to Client for any damages if such damages are a result of Bristola's reliance on inaccurate or incomplete information provided to Bristola by Client, or by a third party on behalf of Client, and Client shall indemnify Bristola from any damages sustained by Bristola arising from any such misinformation.

**Section 11. Limitation of Liability.** In no event shall Bristola be liable to Client for any interruptions in Services caused by third parties or due to any act beyond Bristola's control.

**Section 12. Process Confidentiality.** Bristola has conducted independent research and expended independent resources in the development of a unique and cost-effective process by which the Services will be performed (the "Process") and no right, title, or interest in the Process shall be transferred to Client under this Agreement. Further, during the term of this Agreement and for a period of two (2) years thereafter, Client shall not utilize information gleaned from either: (a) this Agreement; (b) employees, independent contractors, or other parties affiliated with Bristola, or (c) observing the Process to: (i) perform the Services independent of Bristola; (ii) perform services similar to those in this Agreement independent of Bristola in other geographic regions; or (iii) provide information to any third party that could allow such third party to provide the Services or any other service related thereto in direct competition of Bristola.

**Section 13. Insurance.** Unless otherwise mutually agreed upon in writing, Bristola shall procure and maintain the following insurance policies during the term of this Agreement:

(a) A Worker's Compensation policy, which shall cover employer's liability, in an amount no less than one million dollars (\$1,000,000) per accident, per person per disease, and for aggregate disease; and

(b) A Commercial General Liability policy in an amount no less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) in products and/or completed operations aggregate, and three million dollars (\$3,000,000) general aggregate; and

(c) A Business Auto Liability Policy in an amount no less than three million dollars (\$3,000,000) per occurrence for owned, non-owned, and hired vehicles/drivers.

**Section 14. Representations and Warranties.** Bristola represents and warrants that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

Each Party individually represents and warrants to the other that each Party has the legal authority to enter into this Agreement.

**Section 15. Definitive Final Agreement.** Bristola will present its findings under its proposed Section 1 Services to Client after the 90-day due diligence period. At this time, Parties will mutually agree if they want to enter into a formal Definitive Final Agreement for such Potential Project.

**Section 16. Miscellaneous.**

(a) Waiver. The failure of any Party at any time to enforce any right or remedy available to under this Agreement or otherwise with respect to any breach or failure by another party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral and written agreements, communications, and understandings of the parties hereto with respect to the subject matter of this Agreement. This Agreement shall not be amended, supplemented, modified or rescinded, except by a writing signed by the parties hereto.

(c) Third Party Beneficiaries. No provision of this Agreement is intended to confer any rights or remedies hereunder upon any person other than the parties hereto and their respective affiliates.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse

to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(f) Assignment. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party hereto.

(g) Choice of Law. The Parties hereto agree that this Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Iowa, excluding any conflict of laws rule or principle that might refer the governance, interpretation, or construction of this Agreement to the laws of another jurisdiction.

(h) Disputes and Attorney's Fees. In the event a dispute arises between Bristola and Client, the Parties shall make good faith efforts to negotiate such dispute prior to commencing a formal action in a court of competent jurisdiction. In the event a formal action is undertaken, the party prevailing in such action shall be awarded its attorney's fees in addition to any damages due hereunder.

(i) Venue and Jury Waiver. In the event that formal action is taken by filing suit, the Parties agree that venue shall be the Iowa District Court for Lee County at Keokuk. The Parties further agree to waive Jury and to proceed to Trial in front of Judge only.

*[Remainder of this page intentionally blank]*

**IN WITNESS WHEREOF**, the authorized representatives of the Parties hereto have executed this Agreement as of the date first written above.

**Bristola, LLC**

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Jared Burma  
President

**Client**

---

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

Its: \_\_\_\_\_



# COUNCIL ACTION FORM

Date: August 3, 2023

Presented By: O'Donnell

Subject: T. Rowe Price 457 Plan Amendments Agenda Item: \_\_\_\_\_

## Description:

In October 2022, the City adopted an employee contribution 457 plan. In order to comply with the CARES Act and the SECURE Act, the plan needs to be amended.

## 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

## Adopt T Rowe Price 457 Plan

Date

10/12/2022

### Recommendation:

Recommend approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

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

**A RESOLUTION APPROVING AMENDMENTS TO T. ROWE PRICE  
EMPLOYEE CONTRIBUTION 457 PLAN**

**WHEREAS**, the City of Keokuk, Iowa adopted an employee contribution 457 plan with T. Rowe Price; and

**WHEREAS**, said plan needs to be amended to meet the requirements of the US CARES Act and US Secures Act.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA;** that the CARES Act and SECURES Act amendments to the employee contribution 457 plan with T. Rowe Price are approved.

**PASSED, APPROVED, AND ADOPTED** this 3<sup>rd</sup> day of August, 2023

\_\_\_\_\_  
K.A. Mahoney, Mayor

\_\_\_\_\_  
Attest: Celeste ElAnfaoui, City Clerk

## AMENDMENT FOR CARES ACT

### ARTICLE 1

#### PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:
  - A. The "**Act**" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.
  - B. A "**Qualified Individual**" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:
    - (1) The individual was diagnosed with COVID-19 by an approved test;
    - (2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;
    - (3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or
    - (4) The individual satisfies any other criteria determined by the Treasury or the IRS.



**ARTICLE 2**  
**IDENTIFYING INFORMATION; EMPLOYER ELECTIONS**

2.1 **Reserved.**

2.2 **Employer identifying information.**

A. Name of Employer: City of Keokuk

B. Name of Plan: City of Keokuk 457 Plan

C. Type of Plan (check one)

- (1) ☐ 401(k) Plan
- (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)
- (3) ☐ Money Purchase Pension Plan
- (4) ☐ Defined Benefit Plan (including a cash balance plan)
- (5) ☐ 403(b) Plan
- (6) ☒ 457(b) Plan sponsored by a governmental employer

2.3 **Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. *(Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))*

(a) ☒ **No.** The Plan will not provide any of these relief provisions.

(b) ☐ **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)—(3) do not apply.

(c) ☐ **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.

(d) ☐ **The Coronavirus-Related Distribution provisions described in Article 3** *(If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)*

(1) ☐ Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.

(2) ☐ Coronavirus-Related Distributions may be made only from the following accounts:

(3) ☐ The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: \$\_\_\_\_\_. *(Enter amount less than \$100,000.)*

(4) ☐ The following additional provisions apply to Coronavirus-Related Distributions:

\_\_\_\_\_.  
*(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)*

(e) ☐ **The increased loan limit described in Section 4.2** *(If (e) is selected, the Employer may optionally select any one or more of (1), (2), or (3).)*

(1) ☐ The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: \$\_\_\_\_\_. *(Enter amount less than \$100,000.)*

(2) ☐ The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: \_\_\_\_\_%. *(Enter percentage less than 100%.)*

(3) ☐ The following additional provisions apply to the increased loan limit:

\_\_\_\_\_.  
*(Enter limitations or restrictions which are nondiscriminatory.)*

(f) ☐ **The loan repayment extension described in Section 4.3** *(If (f) is selected, the Employer may optionally select and one or more of (1), (2), or (3).)*

(1) ☐ The Suspension Period will begin \_\_\_\_\_ *(Enter date not before March 27, 2020)* and end \_\_\_\_\_. *(Enter date not later than December 31, 2020.)*

(2) ☐ The Extension Period will be \_\_\_\_\_. *(Enter period, up to one year, the due date of the loan will be extended, such as "six months.")*

- (3) ☐ The following additional provisions apply to the loan repayment extension:

*(Enter limitations or restrictions which are nondiscriminatory.)*

- 2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.

- (a) ☐ The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.
- (b) ☐ Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).
- (c) ☐ Other: \_\_\_\_\_

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: *(Choose one or none of (d), (e), or (f)): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I):*

- (d) ☐ 2020 RMDs.
- (e) ☐ 2020 RMDs and Extended 2020 RMDs.
- (f) ☐ 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

The provisions of Article 5, and the election in this Section 2.4, will be effective on the date specified in Section 2.5, unless a different date is entered here: \_\_\_\_\_ *(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this amendment.)*

- 2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: \_\_\_\_\_. *(Optional. Enter a date not later than December 31, 2020.)*

### ARTICLE 3 CORONAVIRUS-RELATED DISTRIBUTIONS

- 3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.
- 3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.
- 3.3 **Repayment of distribution.** If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.
- 3.4 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed \$100,000, (or such lesser amount specified in Section 2.3(d)(3)). The

Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

#### **ARTICLE 4 PARTICIPANT LOAN RELIEF**

- 4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.
- 4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "\$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.
- 4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2050-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

#### **ARTICLE 5 WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)**

- 5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.
- 5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(b) or (c). Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen by the Employer in Section 2.4. Notwithstanding the option chosen by the employer in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election shall be extended to reflect the adoption of Code §401(a)(9)(I).
- 5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be

offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

- 5.4 **Definitions. “RMDs”** means required minimum distributions described in Code §401(a)(9). **“2020 RMDs”** means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). **“Extended 2020 RMDs”** means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years.
- 5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

\* \* \* \* \*

This Amendment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of City of Keokuk (the Employer) hereby certifies that the following resolution was duly adopted by Employer on \_\_\_\_\_, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to the City of Keokuk 457 Plan for the CARES Act (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: \_\_\_\_\_ Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_ Accepted by: \_\_\_\_\_

## AMENDMENT FOR SECURE ACT

### ARTICLE 1 PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Plan identified below. Except as otherwise specified in this Amendment, this Amendment is effective ("the Effective Date") on the first day of the first Plan Year beginning after December 31, 2019, or as soon as administratively feasible thereafter.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the plan in accordance with pension related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of the that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA. The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA.

### ARTICLE 2 IDENTIFICATION; ELECTIONS

2.1 **Identifying information.**

A. Name of Employer: City of Keokuk

B. Name of Plan: City of Keokuk 457 Plan

C. Type of Plan (check one)

- (1) ☐ 401(k) Plan  
(2) ☐ Profit-Sharing Plan (other than a 401(k) plan)  
(3) ☐ Money Purchase Pension Plan  
(4) ☐ Defined Benefit Plan (including a cash balance plan)  
(5) ☐ 403(b) Plan  
(6) ☒ 457(b) Plan (check one): ☒ Governmental employer ☐ Tax-exempt employer

2.2 **Plan Type Definitions.** "Qualified Plan" means a 401(k) plan, profit-sharing plan, money purchase pension plan or defined benefit plan. "Defined Contribution Plan" means a Qualified Plan other than a defined benefit plan.

2.3 **Default Provisions.** The following provisions apply except to the extent the Employer makes a different election in one or more of Sections 2.4 through 2.6.

- a. **The Plan does not make birth/adoption distributions described in Article 5.**  
b. **Distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.**

- c. **Participants will not be able to take in-service distributions from Money Purchase Pension Plans, Defined Benefit Plans, or Governmental 457(b) Plans at age 59½.**

**Skip Sections 2.4 through 2.6 if you accept the default provisions listed in Section 2.3. Any entry in Sections 2.4 through 2.6 will override the corresponding default.**

- 2.4 **Birth/Adoption Distributions.** The provisions of Article 5, dealing with distributions following birth or finalized adoption APPLY as follows:
- a. ☐ The provisions apply effective January 1, 2020.
  - b. ☒ The provisions apply effective January 1, 2023 (Enter date after December 31, 2019).
  - c. ☐ Distributions are not available from the following accounts: \_\_\_\_\_ (e.g. matching contributions, or accounts in which the Participant is not fully vested).
- 2.5 ☐ **RMD Timing.** Distribution of RMDs to Affected Participants, as described in Article 6, will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70½), in accordance with Section 6.5.
- 2.6 **In-Service Pension Distributions.** The provisions of Article 8, dealing with in-service distributions at age 59½, APPLY as follows:
- a. ☐ The provisions apply effective on the first day of the first Plan Year beginning after December 31, 2019.
  - b. ☐ The provisions apply effective \_\_\_\_\_ (Enter date after the first day of the First Plan Year beginning after December 31, 2019).

### ARTICLE 3 SAFE HARBOR NOTICE – SECURE Act §103

- 3.1 **Application.** This Article 3 will apply only if the Plan is a 401(k) Plan.
- 3.2 **Notice Not Required.** If the Plan is a Safe Harbor Nonelective Plan, then the Plan Administrator may, but is not required to, provide the Safe Harbor Notice.
- 3.3 **Definitions.** A “Safe Harbor Nonelective Plan” is a plan which satisfies the ADP safe harbor requirements of Code §401(k)(12) or (13) by means of a nonelective contribution described in Code §401(k)(12)(C) or Code §401(k)(13)(D)(i)(II). However, a plan is not a Safe Harbor Nonelective Plan (and hence is required to provide a Safe Harbor Notice) if the plan satisfies the ACP safe harbor described in Code §401(m)(11) or (12). A “Safe Harbor Notice” is the Notice described in Code §401(k)(12)(D) or Code §401(k)(13)(E).

### ARTICLE 4 403(b) TERMINATION DISTRIBUTIONS – SECURE Act §110

- 4.1 **Application.** This Article 4 will apply only if the Plan is a 403(b) Plan.
- 4.2 **Custodial Accounts.** In connection with distributions upon termination of the Plan, the Plan may treat the delivery of a custodial account as a distribution, pursuant to IRS guidance required under SECURE Act §110.

**ARTICLE 5**  
**BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113**

- 5.1 **Application.** This Article 5 will apply only if (1) the plan is a Defined Contribution Plan, a 403(b) Plan, or a 457(b) Plan sponsored by a Governmental employer, and (2) the Employer elects in Section 2.4 for this Article 5 to apply, effective on the date specified in Section 2.4.
- 5.2 **Distribution Authorized.** A Participant may request a distribution (other than from an account described in Section 2.4(c)) of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. This \$5,000 limit shall be reduced by QBADs made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o).
- 5.3 **Definitions.** A “QBAD” is Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning of the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized. An “Eligible Adoptee” is an individual, other than a child of the Participant’s spouse, who has not attained age 18 or is physically or mentally incapable of self-support.
- 5.4 **Rollover.** If and to the extent that the Plan permits rollover contributions, a Participant receiving one or more QBADs from this plan may make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such contributions as rollover contributions.

**ARTICLE 6**  
**REQUIRED BEGINNING DATE – SECURE Act §114**

- 6.1 **Application.** This Article 6 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.
- 6.2 **Delay of Required Beginning Date.** An Affected Participant’s RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant’s RBD, an Affected Participant will be treated as a more than 5% owner if he or she was a 5-percent owner (as defined in Code §416(i)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.
- 6.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant’s RBD, and the Participant’s sole Designated Beneficiary is the Participant’s surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later.
- 6.4 **Definitions.** A Participant is an “Affected Participant” if the Participant was born after June 30, 1949. An “RMD” is a Required Minimum Distribution as described in Code §401(a)(9). A Participant’s “RBD” is the Participant’s Required Beginning Date as described in Code §401(a)(9)(C).
- 6.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5 for this Section 6.5 to apply, the timing of distributions to an Affected Participant will determined as though this Article 6 had not been adopted.

**ARTICLE 7**  
**BENEFICIARY RMDS – SECURE Act §401**

- 7.1 **Application.** This Article 7 will apply to all plans other than Defined Benefit Plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).
- 7.2 **Effective Date.** Except as provided in Section 7.4, Article 7 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2020. In the case of a governmental plan (as defined in Code §414(d)), the Effective Date of this Article is January 1, 2022. The



Effective Date of this Article 7 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2).

- 7.3 **10-Year Rule.** If the distributee of a deceased Participant's account is a Designated Beneficiary who is not an "Eligible Designated Beneficiary," then the Plan will distribute the account in full no later than December 31 of the 10<sup>th</sup> year following the year of the Participant's death.
- 7.4 **Beneficiary Death.** If an Eligible Designated Beneficiary dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10<sup>th</sup> year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 7, the limitations of this Article 7 shall apply to distributions to the beneficiary of the Participant's Designated Beneficiary.
- 7.5 **Eligible Designated Beneficiary.** An individual is an "Eligible Designated Beneficiary" of a Participant if the individual qualifies as a designated beneficiary under Code §401(a)(9)(E) and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of majority (as defined for purposes of Code §401(a)(9)(F), (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v). When a child of the Participant reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date.

## ARTICLE 8 IN-SERVICE PENSION DISTRIBUTIONS – BAMA §103

- 8.1 **Application.** This Article 8 will apply only if (1) the Plan is a Money Purchase Pension Plan, a Defined Benefit Plan, or a 457(b) Plan sponsored by a governmental employer, and (2) the Employer elects in Section 2.6 for this Article 8 to apply, effective on the date specified in Section 2.6
- 8.2 **Distribution at 59½.** A Participant can take an in-service distribution at age 59½. Such a distribution will be limited to the vested portion of Participant's accrued benefit or account.

\* \* \* \* \*

This Amendment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

### **CERTIFICATE OF ADOPTING RESOLUTION**

The undersigned authorized representative of City of Keokuk (the Employer) hereby certifies that the following resolution was duly adopted by Employer on \_\_\_\_\_, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to the City of Keokuk 457 Plan for the SECURE Act (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: \_\_\_\_\_ Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_ Accepted by: \_\_\_\_\_



TO: Mayor and Council  
FROM: Cole S. O'Donnell  
DATE: July 31, 2023  
RE: Committee Nominations

**AIRPORT COMMISSION (Final notification. Vote required.)**  
**(6 YEAR TERM)**

Paul Schulte Term to expire 10/22/2028

**AIRPORT COMMISSION (Second notification. No vote required.)**  
**(6 YEAR TERM)**

Mark Schickedanz Term to expire 10/22/2025

**Mayoral Appointments:**

**KEOKUK PUBLIC LIBRARY BOARD**

Renee Tatroe Term to expire 07/01/2025

**Resignation**

**CIVIL SERVICE COMMISSION**

Susan Hanan Effective Immediately



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: July 3, 2023

RE: Administrator's Report

1. Wastewater Treatment Lime influent: The WWTP continues to see a large amount of lime coming into the plant. This causes several problems. The amount of lime settling in the grit chambers causes them to fill up rapidly and need to be pumped out. Not all of the lime is settling and is entering the treatment process causing problems with the digesters. Waterworks is the only known high lime user on our system. We have been working with Waterworks' staff to determine flows and concentrations. This will allow us to better determine the impact of Waterworks discharge on our system and, hopefully, determine if Waterworks discharge is the sole source of the problem. Staff is also examining baseline monitoring report data from our industries to determine if any of the businesses are a contributing factor.



# COUNCIL ACTION FORM

Date: August 3, 2023

Presented By: Barnes

Subject: Nuisance Abatement Hearing Agenda Item: \_\_\_\_\_

## Description:

Per section 5.24.060 of the Keokuk Municipal Code states "Any person ordered to abate a nuisance may have a hearing with the city council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the city council at a time and place fixed by the city council. The findings of the city council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within seven days."

## 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

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### Recommendation:

Staff recommends approval.

Staff recommends approval.

## Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☒

Additional Comments:

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MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

---

## CITY COUNCIL VOTES

[illegible]

APPEAL NUMBER 2023 - 1

APPEAL TO KEOKUK CITY COUNCIL

Appeal of: Mark Hanson 2016 Timea St.  
Name & Address MAHanson12@yahoo.com

Name & Address

The appellants legal interest in the building or land involved in the Notice and Order are as follows:

owner

The premises affected are located at 2016 Timea St. (in alley behind)

And is legally described as residence

Please give a brief statement in ordinary and concise language of that specific order or action protested, together with any material facts claimed to support the contentions of the appellant:

The growth in question has been intentionally maintained by me in this manner. The pictures were taken after the recent derecho and does not represent typical appearance.

Please give a brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.

Leave me alone, focus time and resources on parts of city owned properties that have been neglected.

I HEREBY VERIFY (UNDER PENALTY OF PERJURY) AS TO THE TRUTH OF THE MATTERS  
STATED IN THE APPEAL.

7-20-2023

Date

Mark A. Hanson

Appellant

Date

Appellant

July 11, 2023

Primary Owner  
(Contract Holder)  
Hanson, Mark  
2016 Timea  
Keokuk, IA 52632  
Secondary Owner  
(Deed Holder)  
lat 2, LLC  
520 4th St SW  
Ste A  
Lemars, IA 51031

RE: 2016 TIMEA

**Nuisance**

Repeated Junk and Trash and litter *from Weeds*

The City of Keokuk has adopted various provisions regarding the definition and abatement of nuisances. They are set forth in Chapter Five (Health & Sanitation) and Chapter Twenty (Zoning) of the Municipal Code of the City of Keokuk.

As owner, manager or occupant of the above referenced property you are hereby notified that the undersigned has determined the following nuisances exist. Inspection occurred 7-10 -2023

5.24.020 Nuisances declared.

Whatever is injurious to the senses, or an obstruction to the free use of property, so as essentially to interfere with the comfortable enjoyment of life or property, is a nuisance. Nuisances shall include, but not be limited to, those activities and items set forth in this section.

At this time, you are requested to remove and cleanup nuisance junk trash. Nuisance blight cleaned up and removed, nuisance violations please properly store, within the next fourteen (14) days. The City of Keokuk will be at your property on or around 7-25-2023 to abate all the above nuisances if these matters have not been taken care of. There will be no more warnings or extensions on this property. If there continues to be a problem on this property, the City of Keokuk will file a citation against the property owner. If the nuisance is not abated by the time fixed in this notice, or other arrangements





made, the City of Keokuk, or its authorized representative will abate the nuisance and charge you for said abatement. If the City of Keokuk abates the nuisances there will be a \$100.00 minimum charge. If the City of Keokuk abates the nuisance, and the amount on the statement has not been paid within thirty (30) days, the City Clerk shall certify the cost to the County Auditor, and it shall be collected with, and in the same manner as general property tax.

Although you are being requested to voluntarily abate or remove these nuisances, the City of Keokuk is authorized to pursue legal proceedings. Failure to accomplish such abatement or removal within the time stated may result in filing for charge of a simple misdemeanor for each offense. Simple misdemeanors are punishable up to \$750.00 in fines. Therefore, it is in your best interest to abate or remove these nuisances voluntarily.

If you do not agree with this notice, you may have this notice reviewed by the City Council. If you care to have this matter reviewed, you must file a written statement before the re-inspection date. All written statements shall be completed at the City of Keokuk Municipal Building, 501 Main, , Keokuk, IA 52632. Mailing is insufficient. If you disagree with the decision of the City Council's decision you may also have this action considered by the courts.

If you have questions regarding this matter, please do not hesitate to contact me at 319-524-2050. Ext. 2204

Respectfully,

A handwritten signature in black ink, appearing to read "C. Barnes".

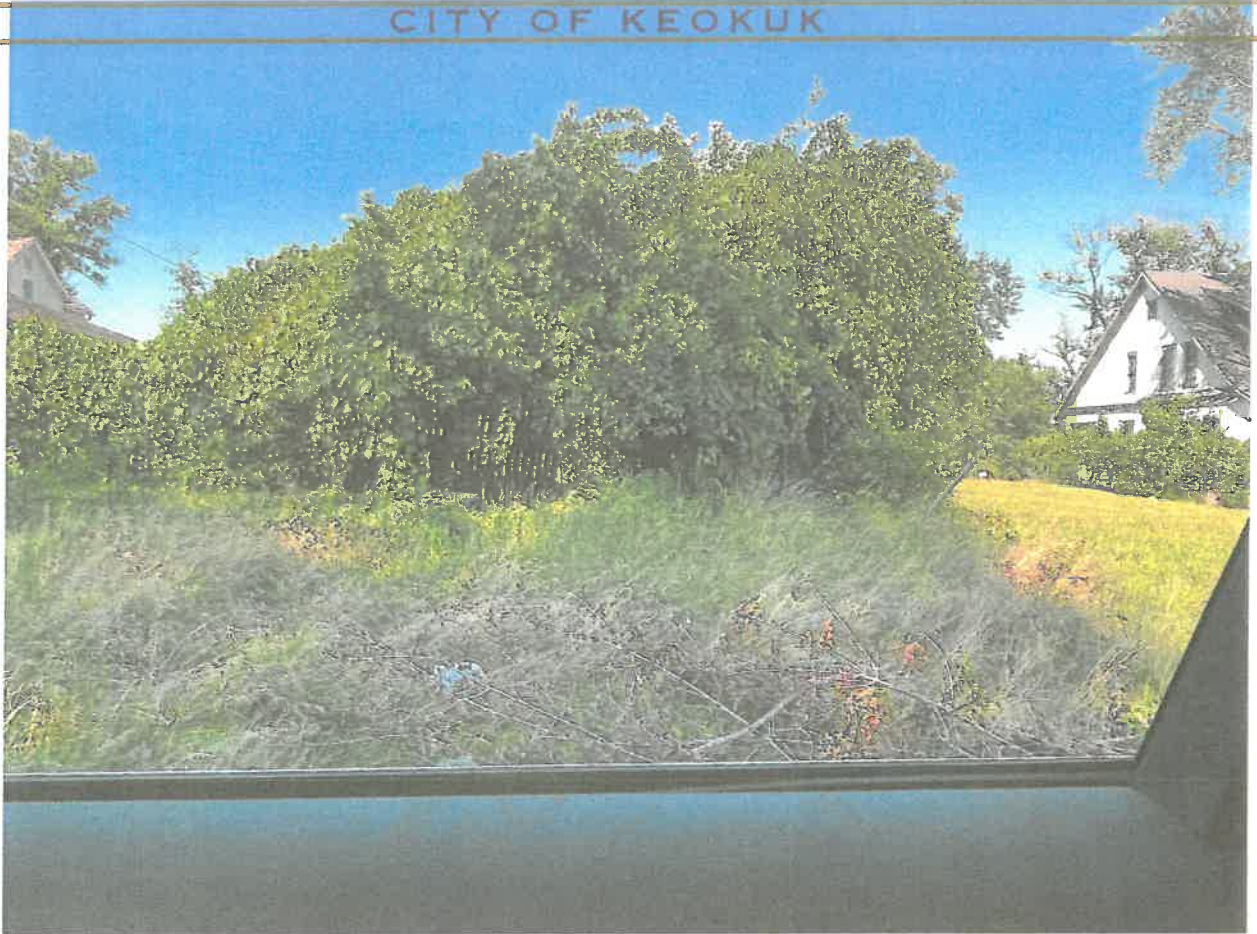
Casey Barnes  
City of Keokuk  
Code Enforcement

*Make It Yours*  
**KEOKUK**  
I O W A  
CITY OF KEOKUK



501 MAIN STREET · P.O. BOX 400 · KEOKUK, IA 52632  
PHONE 319-524-2050 FAX 319-524-1365 [WWW.CITYOFKEOKUK.ORG](http://WWW.CITYOFKEOKUK.ORG)

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501 MAIN STREET • P.O. BOX 400 • KEOKUK, IA 52502  
PHONE 319-524-2050 FAX 319-524-1305 WWW.CITYOFKEOKUK.ORG



Date 7-10-2023

Re: 2016 TIMEA

NUISANCE Declared —GRASS/WEEDS/VEGETATION 5.23.010

**5.23.030 - Nuisance declared.** (a) All premises and exterior property shall be maintained free from all weeds, grass and plant growth in excess of ten inches (two hundred fifty-four mm). All noxious weeds shall be prohibited. This term shall not apply to trees, shrubs, cultivated flowers, gardens, and agricultural products. **State Law reference—** (Code of Iowa, 657.11.) (b) No person, firm, or corporation shall throw, rake, deposit, dump or spill litter, leaves, waste material, garbage, refuse, debris, hazardous material, rubbish, white goods or any other foreign material upon the improved portion of streets, sidewalks, rights-of-way, alleys or on any private or private or public property within the city.

**5.23.040(2)** Citizens have twenty-four hours after mowing to clear the sidewalks and/or streets. If it has been longer than twenty-four hours since the mowing stopped, the City of Keokuk will investigate and take action as needed.

(3) City staff will investigate within one day and issue a notice to the property abutting the sidewalk(s), if necessary. The city can take action to have the sidewalk cleared and assess the cost to the property owner. No further notification is required to be given, and that the City of Keokuk will abate the nuisance as allowed by law.

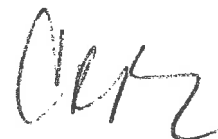
(4) The property owner shall be given written notice immediately following the abatement of the nuisance by the city, giving the property owner thirty days in which to pay the charges for the city's abatement procedures.

You are hereby notified that you have seven (7) days from the date of this notice in which to remove said vegetation from the above property. Failure to act within the seven- (7) days shall result in the City of Keokuk, or its authorized representative, abating the nuisance and charging you. If the City of Keokuk abates the nuisances there will be a \$100.00 minimum charge. If the City of Keokuk abates the nuisance, and the amount on the statement has not been paid within thirty (30) days, the City Clerk shall certify the cost to the County Auditor, and it shall be collected with, and in the same manner as general property tax.

PLEASE BE ADVISED THAT NO FURTHER NOTIFICATION IS REQUIRED TO BE GIVEN YOU, AND THAT THE CITY OF KEOKUK WILL ABATE THE NUISANCE AS ALLOWED BY LAW. Please make arrangements to have the grass mowed on a regular basis.

YOU ARE FURTHER NOTIFIED THAT YOU HAVE THE RIGHT TO A PUBLIC HEARING before the City Council on the matter of determination that the condition stated above constitutes a public nuisance. You have seven (7) days from the date of this notice. Such request for a hearing shall be submitted in writing within the time set in this notice to the City Clerk (mailing is not sufficient it will be assumed that the nuisance exists and it must be abated as ordered. IF A NUISANCE IS NOT REMOVED OR ABATED BY THE TIME FIXED IN THIS NOTICE, AND A REQUEST FOR HEARING HAS NOT BEEN MADE, YOU CAN BE CHARGED WITH A MISDEMEANOR AS PROVIDED BY LAW. Simple misdemeanors are punishable up to \$750.00 in fines. Therefore, it is in your best interest to abate or remove these nuisances voluntarily

Respectfully, Casey Barnes, City of Keokuk, Code Enforcement Official



CITY OF KEOKUK  
PO BOX 400  
KEOKUK, IA 52632-0400



RETURN RECEIPT (ELECTRONIC)

9214 8901 0661 5400 0187 2618 63

HANSON, MARK KEOKUK, IA 52632  
2016 TIMEA ST  
KEOKUK, IA 52632-3245

CUT / FOLD HERE

Zone 1

6"X9" ENVELOPE  
CUT / FOLD HERE

CUT / FOLD HERE

CITY OF KEOKUK  
PO BOX 400  
KEOKUK, IA 52632-0400



RETURN RECEIPT (ELECTRONIC)

9214 8901 0661 5400 0187 2619 55

IAT 14, LLC  
520 4TH ST SW STE A  
LE MARS, IA 51031-1951

CUT / FOLD HERE

Zone 3

6"X9" ENVELOPE  
CUT / FOLD HERE

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**AGENDA**  
**COUNCIL WORKSHOP**  
**August 3, 2023**  
**IMMEDIATELY FOLLOWING REGULAR MEETING**

1. 3E SDS Service.
2. Extend UTV Hours of Operation.



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: July 31, 2023

RE: 3E SDS Service

The City currently uses paper safety data sheets (SDS) for all chemicals stored and used at our facilities in binders. This method, while compliant with federal regulations, is cumbersome and sheets are not updated as they should be. Additionally, binders for the sheets should be kept at the facility and maintained at both City Hall and the Fire Department.

3E Protect is a cloud-based service to manage SDS sheets. They have two products. The basic version is under \$500 per year but is limited to searches only. It does not provide automatic updates and the number of searches and users are limited.

The full version provides the following:

- Unlimited SDS, Users, Locations, product attachments and Enterprise document storage
- Chemical search and analysis
- Chemical Approval
- Access to 80+ regulatory lists and reports
- Secondary container label templates
- 3E Protect Mobile Application
- Access to 3E's SDS Library
- Unlimited Workplace Safety Hotlines – 24-7-365 access to SDS, assistance with incidental spills and Poison Control specialists.
- Startup Materials – 1 Kit per new location (1 poster, 3 phone stickers, 3 wallet cards).
  - o Additional materials available for \$5.00 per piece + shipping.
  - o Electronic materials are available for customers to print themselves.

Sheets are updated automatically, and our database can be accessed by multiple users at their facility. The service also has a 24/7 hotline that can be called for information on a chemical or substance.

Department Heads and Managers were given a chance to review materials on the service. Response was positive. Chief Rose liked the ability to use the hotline in the field so that when a chemical or substance is encountered during an emergency the incident commander can quickly access important information necessary to deal with the substance.

Annual cost is \$4,000 to be split between eight departments. Cost to each department is \$500.

**Cole S. O'Donnell · City Administrator**  
**501 Main St, Keokuk, IA 52632**  
**(319)524-2050 x 2205 · [codonnell@cityofkeokuk.org](mailto:codonnell@cityofkeokuk.org)**



Intelligent compliance. Sustainable progress. **A safer world.**

# 3E Protect Proposal

Prepared for: City of Keokuk

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SUBMITTED BY:

Silvia Kusel  
Associate Business Development  
Executive  
Silvia.Kusel@3Eco.com

3207 Grey Hawk Court  
Suite 200  
Carlsbad, CA 92010 USA

**3Eco.com**

TEL: 760.930.6622  
FAX: 760.918.4059

This quote is valid for 30 days.

**CONFIDENTIALITY NOTICE:** The information herein contained is proprietary and confidential. Recognizing this, City of Keokuk agrees to instruct its agents and employees or other parties having access to this document, not to copy or duplicate or make any disclosure with reference thereto, other than for the use of City of Keokuk.





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## Proposed Solution: 3E Protect

3E Protect™, the award winning SDS and chemical compliance management platform from 3E™, provides immediate access to your chemical inventory and associated Safety Data Sheets (SDSs), 24-7-365 plus live Environmental Health and Safety (EHS) hotline support.

Rather than having to search through binders, spreadsheets or websites, an unlimited number of users across all facilities can locate the SDS they need in the jurisdiction and language required...anytime, anywhere.

3E Protect enables unlimited access to 10+ million up-to-date SDSs along with SDS obtainment, management and data indexation. It is the only workplace safety solution that supports unlimited users, facilities, documents including SDSs and EHS hotline access.

You'll have a clear view of your chemical inventory and a single repository for safety data across all facilities. The intuitive interface supports a variety of languages, empowering companies of all sizes, including those with a multilingual workforce or locations in multiple countries, to protect their workers, customers and communities.

The following capabilities are included in the price for this proposal:

Challenges	Proposed Solution/Benefit
Transitioning from existing legacy system to a hosted online system that provides "no barriers to access" to up-to-date SDSs and site specific chemical inventory information	<b>Uninhibited Access to SDSs</b> 3E Protect eliminates the hours spent looking through binders, filing cabinets and multiple websites. 3E is committed to ensuring the most up-to-date SDS available is readily accessible to employees throughout your entire organization. This includes a mobile version of the application for access from any smartphone or tablet.
No method for employees to quickly find the SDS for a new product being added to the facility's chemical inventory	<b>SDS Obtainment</b> 3E Protect provides access to the entire database of more than 10 million SDSs (and growing) to find the SDS they need. If the SDS does not already exist in the database, 3E will obtain it from the manufacturer at no additional cost.
Knowing when an SDS in your inventory has been replaced with a revised version	<b>SDS Revision Notification</b> Proactive notification alerts users when an SDS in your inventory has changed and provides links to the new and older SDS versions for quick and easy reference in an email to any designated user.
Providing access to employees in their local language	<b>Multilingual</b> 3E Protect interface is available in 30+ languages, enabling a multilingual workforce to search and access the information they need.
The ability to associate other documents with product's SDS	<b>Document Attachments</b> Provides the ability to upload additional documents associated with each product, such as Technical Data Sheets, in multiple formats and languages.



Obtaining and maintaining SDSs on a global scale, from multiple regions and countries	<b>Global Capabilities</b> 3E Protect includes full SDS management, obtainment, revision maintenance and key data indexation for SDSs in several countries and languages. The interface supports a wide variety of languages, enabling users to use 3E Protect in their native language. Available languages include: English, Spanish, French, Italian, German, Dutch, Swedish, Turkish, Japanese, Korean, Thai, Chinese (simplified and traditional), Portuguese, Brazilian Portuguese, Vietnamese, Bulgarian, Danish, Finnish, Malay, Norwegian, Polish, Romanian, Russian, Slovak, Czech, Hungarian, Indonesian and Tamil.
Complying with GHS	<b>Gathering GHS SDSs from Suppliers</b> 3E Protect provides dedicated resources for obtaining GHS compliant SDSs. As suppliers author GHS compliant SDSs, 3E will source these documents on your behalf and replace the outdated versions. In addition, the company provides several resources, in the form of webinars, white papers and presentations, offering tips for GHS compliance.
A method for creating secondary container labels	<b>Secondary Container Labeling</b> Create secondary container labels covering global GHS, US, Canadian, EU, generic PPE and barcode templates
Visibility into how much my employees are using the system	<b>Audit and Inventory Reporting</b> Generate many reports that detail inventory and user activity.
Accessing previous versions of SDSs for historical archiving	<b>Access to Historical Records/Archiving</b> Expired SDSs are archived and accessible from the application at any time.
Ensuring employees know how to access SDSs	<b>Start-up Kits</b> Phone stickers, wallet cards and posters are available for you to hand out to employees and place around your facilities, providing at-a-glance instructions on how to access the system.
Ensuring my employees know how to navigate the application	<b>Online Training</b> Online training is scheduled upon implementation and held monthly. Your employees can attend as many training sessions as needed.
Controlling which chemicals are purchased and used throughout your facilities	<b>Chemical Approval</b> Enables you to effectively manage and control which chemicals enter a given facility. Daily or weekly Chemical Approval notifications are sent to the designated Approval Manager when new products that require review are added to a site-specific inventory. The Approval Manager can review the SDS and other product information to determine whether the product should be allowed onsite.





Distributing SDSs to downstream customers	<b>SDS eLink</b> eLink provides access to SDSs via the supplier's website, creating a completely transparent experience to the end user. The SDS on the supplier website is accessible directly from the 3E Protect application.
Knowing when an SDS in your inventory has been replaced with a revised version	<b>SDS Revision Alert</b> Proactive notification alerts users when an SDS in your inventory has changed and identifies the nature of the change via a side-by-side comparison of the old SDS next to the revised version. The affected information is highlighted for quick and easy reference in an email to any designated user.
The ability to search substances in your inventory based very specific search criteria	<b>Advanced Chemical Search</b> Besides searching SDSs based on standard indexed fields, 3E Protect users can view and search substances in their inventories based on an even wider variety of search criteria, including Molecular Formula, EINECS Number, ELINCS Number, EU Annex 1 Index Number, Japan ENCS, Japan ISHL or Korean ID Numbers.
Adjust percentages and other interpretive data on the SDS to suit workplace usage needs	<b>Data Modification</b> Designated administrators can adjust percentages and add chemicals to the SDS ingredient list, and modify product properties at the location level, including VOC data, Physical State, Specific Gravity and Density Information.



You can choose to add enhanced capabilities, some of which are included as indicated in the far-left column

Challenges		Proposed Solution/Benefit
Choose an item.	Having visibility into the regulated chemicals in your inventory	<b>Inventory Sort</b> 3E will conduct a full inventory review to identify products that may be regulated by the OSHA Hazard Communication Standard. Upon request, we will also review your inventory against the U.S. Environmental Protection Agency (EPA) hazardous waste regulations or the U.S. Department of Transportation (DOT) hazmat shipping regulations.
Choose an item.	Tracking chemicals and chemical-containing products and ensuring safe handling	<b>Container Tracking</b> With Container Tracking, users can easily track containers of chemicals and chemical-containing products and identify the risks and safety measures required to handle each container. 3E Protect enables barcoding and labeling of chemical containers to track quantity, consumption and movement of containers at multiple sites. A barcode scanner can be used to search for a specific container and create lists of containers for audit, reconciliation and comparison.
Choose an item.	Sharing chemical safety data between systems	<b>Integration Solutions</b> Integration between 3E Protect and your third party and/or internal system allows the applications to communicate securely and programmatically over the internet. This process can simplify and automate business processes for EHS compliance without having to make sweeping changes to existing applications or data structures.
Choose an item.	Gathering and analyzing products in your inventory for EPCRA reporting	<b>Regulatory Reporting</b> Gather and analyze chemical and product data from your inventory for federal and several US state SARA Tier II EPCRA reports. The interface enables the generation and submittal of the report online. Data can be exported as well in a variety of formats.
Choose an item.	Understanding how a regulatory change impacts your company's use of raw materials, component and/or products	<b>Regulatory Impact</b> This module provides 3E Insight™ for Chemicals subscribers access to 3E's chemical regulatory database and an expanded regulatory impact analysis feature to enable better understanding of the impact of regulatory changes on a customer's raw materials, components and products that specifically apply to their entire organization down to a single inventory location.



Choose an item.	Analyzing product hazards and risks and exposure considerations	<p><b>Safer Chemical Analytics - Risk Assessment</b></p> <p>3E Protect can enable your team to perform intelligent risk assessments, evaluating product hazards based on SDS data and exposure considerations. Users can generate a risk assessment score reflecting the probability of an effect resulting from a chemical or product exposure. You can assess product hazards and exposure considerations to determine adverse effects and mitigation measures.</p> <p>After identifying and quantifying the potential effects, users can generate risk assessment cards.</p>
Choose an item.	Efficiently distributing SDSs downstream	<p><b>SDS Push Distribution</b></p> <p>3E can send your SDSs to your customers in accordance with the regulatory requirements for the jurisdictions in which sales are made. When a new sale occurs, a client-defined distribution rule determines whether distribution is required. A single sale can trigger distribution of multiple documents to a specified number of parties via email or fax. Ad hoc document distribution by CD is also available. This service ensures compliance with the New Sale, SDS Revision and SARA 313 distribution rules.</p>
Choose an item.	Ensuring shipments are packaged, labeled and sent in compliance with transportation regulations	<p><b>Transportation Classification</b></p> <p>3E's classification team will classify your inventory for many modes of transport <a href="#">in North America</a> and then provide access to the data via 3E Protect. Users can view classification data by product, view required labels for product shipments and print markings. Reports can provide information by main hazard class or by regulated versus non-regulated products.</p>
Choose an item.	Identifying and ensuring hazardous waste is disposed of properly and responsibly	<p><b>Waste Classification</b></p> <p>Provides access to waste classification codes for products in inventory, enabling users to quickly access classification data online and proceed accordingly, streamlining and taking the guesswork out of identifying and classifying hazardous waste <a href="#">in North America</a>.</p>
Choose an item.	Having a comprehensive, up-to-date inventory of all chemicals on site	<p><b>Onsite Inventory Assessment</b></p> <p>3E can provide a convenient, site-specific inventory by sending an inventory specialist on-site <a href="#">in North America</a> to conduct a full inventory of hazardous products requiring an SDS.</p>





## 3E Protect Advantages

In addition to all of the robust functionality outlined in the previous table, it is important to understand how 3E's SDS and chemical management application is different from others on the market.

### Global Reach

Not only is our user interface available in multiple languages, we collect and maintain multilingual, multijurisdictional documents in your inventory and provide global incident response through the 3E EHS Call Center.

### Unlimited Protection

3E Protect is the only workplace safety solution that supports unlimited documents including SDSs in all supported languages, unlimited locations, unlimited EHS hotline calls and comprehensive SDS data.

### Manufacturer Relations

3E does not simply collect SDSs that are available from free websites, but has spent more than two decades assembling and maintaining its SDS database via its Manufacturer Alliance Department, which consists of a dedicated, full-time team of specialists who obtain SDSs directly from, and maintains relationships with tens of thousands of manufacturers.

### Integration

The SDS and associated data can be integrated into your existing corporate system, such as SAP EHS and S/4HANA for product compliance, BIOVIA (formerly ChemSW), CISPro, SciQuest ERM, Kelaroo KMS, Enablon CMS and others. 3E also specializes in integration with proprietary customer applications.

### Role Based Administration

User Role Groups allow access to 3E Protect based on the functions required by the user. Role groups are designed as a security measure to limit access to specific functionality within the program. A role group is defined as a specific type of user with predefined access to 3E Protect levels. Role groups can be customized by your administrator. Roles include:

- **Basic User:** This role is available to users who only need to locate an SDS within 3E Protect. The basic user will be able to search, view, print, email and fax an SDS.
- **Advanced Basic User:** This role is available for users who need advanced search capabilities and the ability to run inventory reports, create secondary container labels and view the product summary page.
- **Inventory Manager/Facility Manager:** This role is for users who are responsible for managing chemical inventories for one or more locations.
- **Catalog Manager:** The Catalog Manager has access to all purchased features within 3E Protect.

### Standard Features Always Included

Access to 10+ million SDSs

Mobile app for access from smartphones and tablets

Robust search capabilities using various identifiers (name, CAS, EINECS, Korean ID, etc.)

Customizable application with personalized sets of products and regulations

Comprehensive downloadable reports

Shareable product reports and queries

Multilingual user interface

Full text regulation and expert overviews available in English

24-7-365 customer support inclusive of access to 3E team of regulatory specialists



## What Our Customers Say

"We evaluated the ROI of every outsourced solution, and it was quickly determined that outsourcing SDS management and hazardous classifications to 3E was the most cost-effective service for Cabela's."

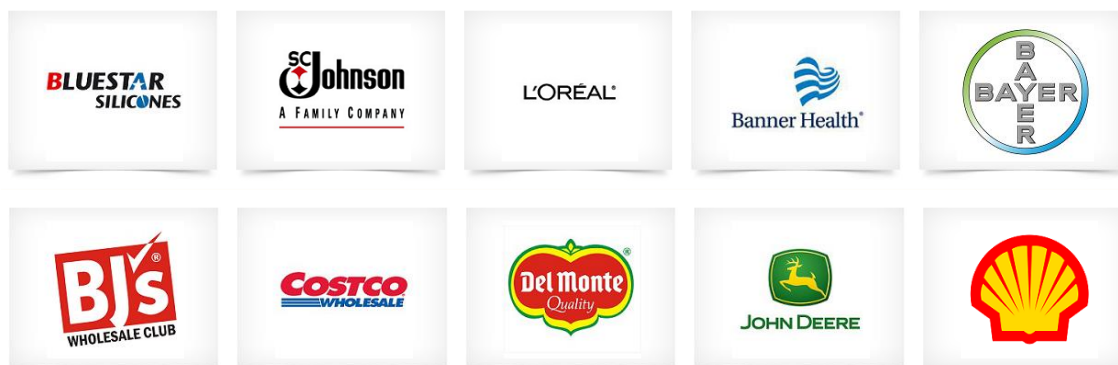
*Frann Lubash, Supply Chain Strategy Manager, Cabela's*

"During the evaluation process, we noted that 3E's Service Integration Specialists and Obtainment Departments do the majority of the heavy lifting, freeing up our team to focus on other important tasks and projects. This gave 3E an immediate edge over the competition."

*Kurt King, EHS Director, Banner Health*

"Prior to deploying 3E Protect, the updating process was one of our biggest challenges. SDSs were always updated, but the updated SDS didn't always proliferate to all of our different sites. We also anticipate that once 3E Protect is deployed throughout all of our locations, we will experience a tremendous increase in efficiency and productivity as a result of having all of our team members working from and leveraging the same system."

*Marian Kjaergaard, Corporate Environmental Specialist, Vestas*





## About 3E

For more than 30 years the world's leading companies have trusted 3E, formerly Verisk 3E, to provide the intelligent compliance solutions they need to ensure safety and sustainability while creating new opportunities for growth.

Our unmatched Environmental, Health, Safety and Sustainability (EHS&S) and product compliance expertise empowers our clients to improve chemical and workplace safety, product safety and stewardship and supply chain transparency. Actionable intelligence informs globally responsible business practices and improves Environmental, Social and Governance (ESG) performance.

We are deeply committed to serving our more than 5,000 customers worldwide, including nine of the world's top ten chemical manufacturers, eight of the top ten retailers and seven of the top ten pharmaceutical companies.

We are experts at obtaining and managing content, offering unique insights that enable customers to reduce cost and risk while improving processes.

Whether you are a manufacturer, distributor or corporate user of chemical-containing products, 3E can tailor a program specific to the information and management needs of your organization that provides benefits to the entire enterprise and throughout the supply chain.

Our unwavering vision and commitment to our role as your global strategic partner for regulatory and compliance data is evidenced by our longstanding customer relationships and high renewal and retention rates.

3E is solely dedicated to providing our customers with:

- The world's premier content for EHS and supply chain compliance management
- Improved business processes via expertly adding value to complex and fragmented data flows
- A trusted source for definitive, objective and accurate content
- A catalyst for positive change and innovation through data and technology
- Solutions that support reduced regulatory and product stewardship risk in the supply chain
- Technology that integrates and optimizes regulatory content to maximize business value

## 3E Industry Recognition

- 11-time Winner *Environmental Business Journal* Business Achievement Award
- 7-time Winner *Occupational Health & Safety Magazine* Product of the Year Award
- 4-time Winner *ISHN* Attendee Choice Award – SDS Management
- 3-time Winner Enablon Global Partner of the Year
- 2021, 2017 *Environmental Protection* New Product of the Year
- 2020 *Environmental Leader* Environment + Energy Leader 100
- 2018 *Occupational Health & Safety* New Product of the Year Award - Chemical Management/SDS
- 2017 *Canadian Occupational Safety* Readers' Choice Award – SDS Management





## 3E Advantages – What Sets Us Apart

### Accurate, Quality Data and Content at the Core

3E's core competence is researching, sourcing, aggregating, enriching and maintaining EHS compliance related data and making it available to our customers in a format that is easy, practical to use, and based on their specific needs. 3E's data is the broadest, most dynamically updated, highest quality and most accurate collection of data, bar none.

### Unmatched EHS Experience & Expertise

While data is at the core of our business, the true value is realized when we apply our expertise to the data. Our professionals have deep domain expertise and many are recognized as industry thought leaders, as evidenced by our industry awards, speaking engagements and published articles. Our regulatory experts:

- Maintain direct relationships with regulatory bodies across the globe
- Hold relevant degrees and certifications
- Come from a variety of disciplines such as environmental health, sciences, and engineering; natural resources; toxicology; product safety and stewardship; chemical engineering, business process engineering; dangerous goods logistics; hazardous materials management; emergency response; chemistry and law
- Come from a variety of industry backgrounds, such as chemical, process, consumer product and pharmaceutical manufacturing; waste management; emergency response; environmental consulting; healthcare; retail and others.
- Are accessible to our customers round-the-clock, working and residing in several time zones
- Speak dozens of languages and understand local interpretations and applications of regulations

### Technical Knowledge

3E invests heavily in deploying the best IT developer talent to design tools and applications that utilize the latest advancements in technology and integrate with third party applications and systems. In addition, we have vast experience and a successful track record in content integration implementations with third party software, such as SAP, Enablon, SciQuest, BIOVIA and others.

### Business Rules & Best Practices

As a result of the powerful combination of 3E's experienced staff and rich repository of data, 3E has developed a set of business rules and best practices that is unparalleled in the industry. Rigorous care is taken to ensure the quality of 3E's data, including the accuracy and comprehensiveness of regulatory lists, legislation or scientific data; and the constant review and maintenance of the currency of the SDSs in our database. These meticulous processes translate into a proven methodology and track record resulting in the earned trust of a loyal and devoted customer base of thousands.



## 3E Global Operations



### North America

- Carlsbad, California is home to 3E's corporate headquarters and the company's world renowned 24-7-365 3E EHS Call Center for customer assistance.
- Montreal, Quebec Canada serves as an additional Operations Center to support our SDS management products and services.
- Bethesda, Maryland is the focal point for our global regulatory data business, which serves as the foundational core of all 3E data products.
- Our center for product development, implementation and support teams of 3E Generate, our enterprise software system for SDS and label authoring, resides in Canton, Ohio.

### Europe

- Copenhagen, Denmark houses the company's second SDS authoring operation.
- Our 3E ERC™, formerly SAP® EHS Regulatory Content (SAP ERC), and 3E ERD™, formerly SAP® EHS Regulatory Documentation (SAP ERD), teams operate out of our offices in Frankfurt, Markdorf and Siegen, Germany and Sofia, Bulgaria.
- The Krakow, Poland office is a software development and engineering hub.

### Asia Pacific

- The Beijing, China and Tokyo, Japan offices serve as the company's sales and operational hubs in the Asia Pacific region.



## Beyond SDS & Chemical Management: A Representative Sample of Products & Services

3E has more than 5,000 customers in 35 countries, in every major vertical market. 3E delivers a wide array of intelligent compliance solutions to companies ranging from the Fortune 500 to independently owned businesses, including:

- SDS and label authoring solutions
- Enterprise SDS and label authoring software platforms
- Regulatory reference tools for tracking regulated chemicals and substances
- Regulatory monitoring tools for news and expert analysis on the new and emerging regulations that impact your business
- Integrated content solutions for seamless integration of substance-level content, scientific data, supplier data, rules, phrases and templates for nearly any EHS system, including custom/homegrown systems
- SDS distribution services via push distribution and web hosting
- 24-7-365 emergency response services to assist with spill, poison and exposure incidents
- Transportation services to assist with dangerous goods transportation classification and packaging requirements
- Regulatory reporting services, such as hazardous materials disclosures, hazardous materials permits, waste generation disclosures and permits and occupancy reports
- TSCA, GHS, REACH, DGSA and other compliance support services
- Hazardous waste management and classification services
- End-to-end regulatory consulting services tailored to fit your specific requirements
- Cloud-based product notification engine enabling compliance with requirements including EU Poison Centre Notification (PCN) and Substances of Concern In articles as such or in complex objects (Products) (SCIP) database reporting.





## Investment Summary

**3E Protect – Investment Summary**  
**City of Keokuk**  
**June 23, 2023**  
**Length of Contract: 1 Year**



### Description of Services

#### 3E Protect – Part #5200

Setup, configuration, and management of the 3E Protect™ facility tree, security, permissions and passwords, system upgrades and enhancements, a dedicated 3E™ Client Specialist team, application training and 30+ interface languages. Includes unlimited Global SDS: management, cross referencing, obtainment, revision maintenance and SDS data indexation.

- Unlimited SDS, Users, Locations, product attachments and Enterprise document storage
- Chemical search and analysis
- Chemical Approval
- Access to 80+ regulatory lists and reports
- Secondary container label templates
- 3E Protect Mobile Application
- Access to 3E's SDS Library
- Unlimited Workplace Safety Hotlines – 24-7-365 access to SDS, assistance with incidental spills and Poison Control specialists.
- Startup Materials – 1 Kit per new location (1 poster, 3 phone stickers, 3 wallet cards).
  - Additional materials available for \$5.00 per piece + shipping.
  - Electronic materials are available for customer to print themselves.

***Total Annual Subscription: \$4,000.00***

#### Note(s):

- All prices exclude taxes and are invoiced annually.



TO: Mayor and Council

FROM: Cole S. O'Donnell

DATE: July 31, 2023

RE: Extension of UTV Hours of Operation

Requests have been made to extend the hours of operation for UTVs. Current permitted hours are 5:00 AM to 9:00 PM. The request has been to extend the evening hours to allow for use during certain community activities, i.e., school sporting events.

Options:

1. Extend the hours to 10:00 or 10:30.
2. Extend the hours to 10:00 or 10:30 for specific time period, for example April to November.
3. Extend the hours to 10:00 or 10:30 on days with home varsity school event.
4. Extend the hours to 10:00 or 10:30 on days with home varsity school event or community celebration.