

**AGENDA**  
**CITY COUNCIL MEETING**  
**January 15, 2026**  
**501 Main Street**  
**5:30 P.M.**

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Correspondence:
5. Citizens' Request.
6. Consent Agenda.
  - Minutes of the Regular Council meeting of January 5, 2026;
  - Cash Receipts & Treasurer's Report for December 2025;
  - Motion to pay bills and transfers listed in Register No.'s 5519-5520;
7. Motion for approve initial reading of Ordinance amending City Code Chapter 5.24.020 (Nuisance Declared) of the Code of Ordinance of the City of Keokuk, Iowa.
8. Consider resolution authorizing to execute a one-year contract with Klinger & Associates for monitoring at the North Landfill.
9. Consider resolution approving an agreement with Taske Force, Inc. for temporary/summer staff.
10. Consider resolution appointing Jim Ferneau to the Southeast Iowa Regional Planning Commission (SEIRPC) Board of Directors.
11. Consider resolution approving a contract with Kraus & Sons, Inc. to replace Grand Theatre Air Conditioning Unit.
12. Consider resolution authorizing the Mayor to sign a demolition contract for a single-family dwelling at 819 Ridge Street.
13. Consider resolution approving the purchase of K9 Officer.
14. Consider resolution setting a public hearing on the application for zoning change for property located at 4045 Main Street, Keokuk, Iowa.
15. Consider resolution approving a change order for the Airport Terminal Rehabilitation Project.
16. Consider resolution approving the submission of a Community Catalyst Grant Application on behalf of Rehabilitation Project at 1124-1128 Main Street.
17. Consider resolution approving hiring freeze.
18. Consider resolution approving contract with Southeast Iowa Regional Planning Commission (SEIRPC) for Brownfield Cleanup Funding Grant.
19. Consider resolution appointing Kerry Klepfer to the Southeast Iowa Regional Planning Commission (SEIRPC) Loan Review Committee.
20. Consider resolution approving electronic control device purchase.
21. Council Liaison Reports:
22. Staff Reports:
23. New Business:
24. Adjourn Meeting.

**MINUTES**  
**CITY COUNCIL MEETING**  
**January 5, 2026**  
**501 Main Street**  
**5:30 P.M.**

The City Council of the City of Keokuk met in regular session on January 5, 2026, at 501 Main Street. Mayor Mark Smidt called the meeting to order at 5:30 p.m. There were eight council members present, one absent. Todd Marshall, Tyler Walker, Doug Matlick, Kathie Mahoney, Devon Dade, Steve Andrews, Roger Bryant, and Michael Greenwald were present. Matt VanBerkum was absent. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Chief of Police Zeth Baum, Waste Water Treatment Plant Manager Tom Wills and Bridge, Park, Cemetery and Sanitation Manager Bob Weis.

**MAYOR'S CORRESPONDENCE:** Informed of the organization of Council subcommittees; plans to establish a Housing and Healthcare Task Force; and that Councilperson Mahoney was sworn in prior to the meeting in his office to represent Ward 3.

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

- Minutes of the Regular Council meeting of December 18, 2025;
- **RESOLUTION NO. 1-2026:** Approving a Liquor License for Sweet Sally's, 707 Main Street, Class C Retail Alcohol License with Outdoor Service – effective January 24, 2026;
- Re-Appointment of Officers: City Clerk Celeste El Anfaoui, City Attorney James Dennis & Police Chief Zeth Baum;
- Setting Budget Review Sessions;
- Motion to pay bills and transfers listed in Register No.'s 5516-5518;

Mayor Smidt opened the public hearing at 5:39 p.m. on Asbestos Abatement former Elkem Carbide Site, Auditors Parcel D. A public hearing notice was published in the Daily Gate City on Tuesday, December 23, 2025.

**COMMENTS:** Emily Smart from Eocene gave overview.

No further comments were received, Mayor Smidt closed the public hearing at 5:43 p.m.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 2-2026:** "A RESOLUTION APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR ASBESTOS REMOVAL AT THE FORMER ELKEM SITE, AUDITOR'S PARCEL D." (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Greenwald to approve the following proposed **RESOLUTION NO. 3-2026:** "A RESOLUTION ALLOWING THE MAYOR TO ENTER IN AN AGREEMENT WITH SITE SERVICES, INC. FOR ASBESTOS REMOVAL AT THE FORMER ELKEM SITE, AUDITOR'S PARCEL D." (8) AYES, (0) NAYS. Motion carried.

Mayor Smidt opened the public hearing at 5:45 p.m. on Asbestos Abatement Former Elkem Carbide, Plat 1. A public hearing notice was published in the Daily Gate City on Tuesday, December 23, 2025.

**COMMENTS:** Emily Smart from Eocene gave overview.

No further comments were received, Mayor Smidt closed the public hearing at 5:49 p.m.

Motion made by Walker, second by Andrews to approve the following proposed **RESOLUTION NO. 4-2026:**  
“A RESOLUTION APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR ASBESTOS REMOVAL AT THE FORMER ELKEM SITE, PLAT 1.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Walker, second by Greenwald to approve the following proposed **RESOLUTION NO. 5-2026:**  
“A RESOLUTION ALLOWING THE MAYOR TO ENTER IN AN AGREEMENT WITH SITE SERVICES, INC. FOR ASBESTOS REMOVAL AT THE FORMER ELKEM SITE, PLAT 1.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Walker to approve the following proposed **RESOLUTION NO. 6-2026:**  
“A RESOLUTION TO APPROVE THE ENGINEERING AGREEMENT WITH BOLTON & MENK, INC. FOR THE DESIGN OF THE SOUTH 10<sup>TH</sup> STREET MILL & OVERLAY PROJECT.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 7-2026:**  
“A RESOLUTION DESIGNATING DEPOSITORIES FOR CITY MONIES AND CITY FUNDS NOT TO EXCEED THE SUMS INDICATED PER FINANCIAL INSTITUTION.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Dade, second by Andrews to approve the following proposed **RESOLUTION NO. 8-2026:**  
“A RESOLUTION DESIGNATING THE DAILY GATE CITY AS NEWSPAPER OF GENERAL CIRCULATION FOR PUBLICATIONS OF OFFICIAL NOTICES.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Dade, second by Bryant to approve the following proposed **RESOLUTION NO. 9-2026:**  
“A RESOLUTION MAKING THE SAFETY DEPOSIT BOX RENTED IN THE NAME OF THE CITY OF KEOKUK ACCESSIBLE TO THE MAYOR & CITY CLERK.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Andrews, second by Dade to approve the following proposed **RESOLUTION NO. 10-2026:**  
“A RESOLUTION DESIGNATING MICHAEL GREENWALD AS MAYOR PRO TEM OF THE CITY OF KEOKUK IN THE ABSENCE OF MAYOR MARK SMIDT.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Bryant to approve the following proposed **RESOLUTION NO. 11-2026:**  
“A RESOLUTION APPROVING PETERBILT GARBAGE TRUCK TRADE” (8) AYES, (0) NAYS. Motion carried.

STAFF REPORTS: Carroll informed the Council of a sewer backup related to IMON and that IMON will be billed for damages and repair-related work. Carroll also stated that the boiler at the Southeast Iowa Development Center went out. Baum provided an update on the K-9 unit, and Ferneau reminded the Council of upcoming budget review sessions.

Motion made by Dade, second by Walker to adjourn the meeting at 6:08 p.m.

**AGENDA**  
**COUNCIL WORKSHOP**  
**January 5, 2026**  
**IMMEDIATELY FOLLOWING SPECIAL COUNCIL MEETING**

PRESENT: Smidt, Marshall, Walker, Mahoney, Matlick, Dade, Andrews, Bryant, and Greenwald; ABSENT: Vanberkum.

STAFF PRESENT: Ferneau, El Anfaoui, Wills, Carroll, Weis, and Baum.

Ferneau reviewed the City's current financial position, outlined upcoming financial challenges and how the City arrived at these issues, and presented comparative data from similar sized cities. He also discussed potential strategies to minimize the projected deficit, referred Council members and citizens to the City's website for additional information, and provided a brief overview of the budget timeline.

The meeting adjourned at 7:42 p.m.

**CASH RECEIPTS  
DECEMBER 2025**

|                                    |           |                     |
|------------------------------------|-----------|---------------------|
| General Fund                       | \$        | 1,792,767.29        |
| Park Maint/Improv Total            | \$        | 200.00              |
| Police Asset Fund/Forfeiture Total | \$        | 1,273.50            |
| Road Use Tax                       | \$        | 278,857.81          |
| Employee Benefit Total             | \$        | 107,759.88          |
| Sales Tax - Human Dev Total        | \$        | 252,899.03          |
| Tax Increment Financing Total      | \$        | 7,070.92            |
| Economic Development Total         | \$        | 7,358.19            |
| Library Trust Total                | \$        | 629.20              |
| Debt Service Total                 | \$        | 929,028.42          |
| Cap Southeast Ia Dev Center        | \$        | 175,000.00          |
| Cap Proj Elkem/Brownfield Total    | \$        | 32,456.02           |
| Perpetual Care                     | \$        | 800.00              |
| WPC Maint/Operation Total          | \$        | 296,586.24          |
| WPC Impr Reserve Total             | \$        | 3.16                |
| Solid Waste Total                  | \$        | 87,078.12           |
| Municipal Bridge Total             | \$        | 18,965.40           |
| Internal Service Fund Total        | \$        | 106,188.98          |
| <b>TOTAL</b>                       | <b>\$</b> | <b>4,094,922.16</b> |

# TREASURER'S REPORT

## CALENDAR 12/2025, FISCAL 6/2026

| FUND         | ACCOUNT TITLE           | LAST MONTH<br>END BALANCE | RECEIVED     | DISBURSED    | LIABILITY | END BALANCE   |
|--------------|-------------------------|---------------------------|--------------|--------------|-----------|---------------|
| 001          | GENERAL                 | 2,552,293.82              | 1,792,767.29 | 1,642,350.19 | 207.29-   | 2,702,503.63  |
| 002          | PARK MAINT/IMPROV       | 145,546.06                | 200.00       | .00          | .00       | 145,746.06    |
| 003          | POLICE ASSET FUND/FORFE | .00                       | 1,273.50     | .00          | .00       | 1,273.50      |
| 087          | PUBLIC WKS EQUIP REP    | 12,800.78                 | .00          | .00          | .00       | 12,800.78     |
| 110          | ROAD USE                | 1,742,713.47              | 278,857.81   | 182,090.45   | 5.03      | 1,839,485.86  |
| 112          | EMPLOYEE BENEFIT        | 2,120,149.16              | 107,759.88   | 1,280,463.24 | .00       | 947,445.80    |
| 119          | EMER - TAX LEVY         | 211,960.22                | .00          | .00          | .00       | 211,960.22    |
| 121          | SALES TAX - HUMAN DEV   | 1,738,353.46              | 252,899.03   | 750,000.00   | .00       | 1,241,252.49  |
| 122          | SALES TAX - INFRASTRUCT | .00                       | .00          | .00          | .00       | .00           |
| 125          | TAX INCREMENT FINANCING | 1,232,362.03              | 7,070.92     | 509,009.50   | .00       | 730,423.45    |
| 160          | ECONOMIC DEVELOPMENT    | 505,906.43                | 7,358.19     | 158,347.62   | .00       | 354,917.00    |
| 165          | HOUSING DEVELOPMENT     | .00                       | .00          | .00          | .00       | .00           |
| 167          | LIBRARY TRUST           | 138,007.95                | 629.20       | 300.00       | .00       | 138,337.15    |
| 168          | GRAND THEATRE RESERVE   | 1,051.17                  | .00          | .00          | .00       | 1,051.17      |
| 169          | MARY E TOLMIE FUND      | 99,690.36                 | .00          | .00          | .00       | 99,690.36     |
| 182          | SWIMMING POOL RESERVE   | 1,070.00                  | .00          | .00          | .00       | 1,070.00      |
| 199          | AMERICAN RESCUE PLAN    | .00                       | .00          | .00          | .00       | .00           |
| 200          | DEBT SERVICE            | 1,165,045.46              | 929,028.42   | 66,531.75    | .00       | 2,027,542.13  |
| 301          | CAPITAL IMPROV PROJECTS | 4,492,478.85              | .00          | 275,731.31   | .00       | 4,216,747.54  |
| 302          | RIVERFRONT BARGE        | .00                       | .00          | .00          | .00       | .00           |
| 303          | CAP SOUTHEAST IA DEV CT | 347,852.29-               | 175,000.00   | 5,492.89     | .00       | 178,345.18-   |
| 304          | CAP PROJ ELKEM/BROWNFIE | 42,271.89-                | 32,456.02    | 17,492.05    | .00       | 27,307.92-    |
| 306          | CAP PROJ-FACILITY/EQUIP | .00                       | .00          | .00          | .00       | .00           |
| 500          | PERPETUAL CARE          | 518,895.29                | 800.00       | .00          | .00       | 519,695.29    |
| 610          | WPC MAINT/OPERATION     | 1,502,919.69              | 296,586.24   | 172,086.95   | 994.68    | 1,628,413.66  |
| 611          | WPC IMPR RESERVE        | 847,130.17                | 3.16         | 54,476.23    | .00       | 792,657.10    |
| 612          | SEWER MAINT EQUIP REPL  | .00                       | .00          | .00          | .00       | .00           |
| 613          | WAT POL CONTR CAP       | 185,837.94                | .00          | .00          | .00       | 185,837.94    |
| 614          | SEWER IMPROV RESERVE    | 31,570.28                 | .00          | .00          | .00       | 31,570.28     |
| 617          | CDBG SWR POINT REPAIR   | 1,157,219.40              | .00          | .00          | .00       | 1,157,219.40  |
| 670          | SOLID WASTE             | 252,278.98                | 87,078.12    | 83,313.68    | .67-      | 256,042.75    |
| 671          | SOL WAS EQUIP PRELACE   | .00                       | .00          | .00          | .00       | .00           |
| 672          | CAP PROJ REMEDIAL       | .00                       | .00          | .00          | .00       | .00           |
| 690          | MUNICIPAL BRIDGE        | 1,734,077.67              | 18,965.40    | 31,927.28    | 551.93    | 1,721,667.72  |
| 810          | INTERNAL SERVICE FUND   | 36,293.48-                | 106,188.98   | 60,095.84    | .00       | 9,799.66      |
| Report Total |                         | 21,962,940.98             | 4,094,922.16 | 5,289,708.98 | 1,343.68  | 20,769,497.84 |

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 JANUARY 15, 2026.

**REGISTER NO. 5519**

|                                |                                |              |
|--------------------------------|--------------------------------|--------------|
| AMI PIPE & SUPPLY              | CREDIT ON ACCOUNT              | \$ (505.50)  |
| NATIONAL SIGN COMPANY, LLC     | 3WAY LED AMBER FLASHERS STDPT  | \$ 202.58    |
| BEARING HEADQUARTERS CO.       | GATES PARK DEPT.               | \$ 136.82    |
| KEOKUK MUNICIPAL WATER WORKS   | GARBAGE/SEWER BILLING          | \$ 3,327.50  |
| GATE CITY PUBLISHING           | PUBLICATIONS                   | \$ 616.08    |
| HARTRICK'S LUMBER              | SUPPLIES                       | \$ 527.93    |
| KEOKUK HOMESTORE               | SUPPLIES                       | \$ 1,661.98  |
| S. J. SMITH WELDING SUPPLY     | SUPPLIES                       | \$ 93.04     |
| TASKE FORCE, INC.              | SERVICE                        | \$ 5,275.20  |
| MCFARLAND-SWAN OFFICE CITY     | SUPPLIES                       | \$ 1,029.09  |
| ALLIANT                        | SERVICE                        | \$ 39,238.47 |
| THE CARDBOARD BOX              | UPS CHARGES WWTP               | \$ 123.61    |
| CENTURY LINK                   | SERVICE                        | \$ 705.44    |
| GREAT RIVER REGIONAL WASTE     | SERVICE                        | \$ 242.53    |
| TRUCK REPAIR, INC              | PARTS                          | \$ 91.05     |
| VAN METER INDUSTRIAL           | PARTS/SUPPLIES                 | \$ 204.15    |
| KEOKUK CONTRACTORS, INC        | CONTRACT WORK                  | \$ 44,760.00 |
| VEENSTRA & KIMM, INC.          | PROFESSIONAL SERVICES          | \$ 500.00    |
| HILL PRINTING                  | 2500 LETTERHEAD                | \$ 865.74    |
| HOERNER YMCA                   | 2025 OPERATING DEFECIT POOL    | \$ 28,974.61 |
| TRI STATE WINDOW & POOL, INC   | 16GAL LIQUID CHLORINE WWTP     | \$ 96.00     |
| PER MAR SECURITY SERVICES      | SERVICE                        | \$ 1,027.56  |
| U.S. CELLULAR                  | SERVICE                        | \$ 580.41    |
| INGRAM LIBRARY SERVICES        | BOOKS KEOKUK PUBLIC LIBRARY    | \$ 37.48     |
| FASTENAL COMPANY               | PARTS/SUPPLIES                 | \$ 60.00     |
| USA BLUE BOOK                  | SUPPLIES WWTP                  | \$ 232.73    |
| AT&T MOBILITY                  | SERVICE                        | \$ 730.22    |
| FERGUSON ENTERPRISES LLC #1657 | CREDIT ON ACCOUNT              | \$ (470.20)  |
| DOUBLE A" GLASS L.L.C. "       | 17 INTN'L DUMPTRUCK WINDSHEILD | \$ 890.88    |
| DES MOINES STAMP MANUFACTURING | NEW COUNCIL/MAYOR NAME PLATE   | \$ 129.00    |
| O'REILLY AUTOMOTIVE INC.       | PARTS                          | \$ 1,631.26  |
| MEDIACOM                       | SERVICE                        | \$ 134.94    |
| LCL FARMS INC.                 | SALT HAULING STREET DEPT.      | \$ 508.06    |
| HILL'S PET NUTRITION SALES,INC | ANIMAL CONTROL SUPPLIES        | \$ 29.26     |
| LEXISNEXIS RISK DATA           | SERVICE KPD                    | \$ 155.77    |
| ZETH BAUM                      | REIMB. POSTAGE KPD             | \$ 7.85      |
| LEE COUNTY TREASURER           | SERVICE                        | \$ 215.00    |
| CARD SERVICES                  | SUPPLIES LIBRARY               | \$ 55.60     |
| KLINGNER & ASSOCIATES, P.C.    | LANDFILL MONITORING            | \$ 1,869.25  |

**REGISTER NO. 5520**

|                               |                                  |    |            |
|-------------------------------|----------------------------------|----|------------|
| VERIZON WIRELESS              | SERVICE                          | \$ | 492.05     |
| IDEXX DISTRIBUTION, INC.      | LAB SUPPLIES                     | \$ | 1,536.75   |
| CINTAS CORP                   | SERVICE                          | \$ | 1,979.67   |
| COMMERCIAL CONTRACTING        | CONTRACT WORK                    | \$ | 300.00     |
| TREETOP PRODUCTS CONSOLIDATED | BENCHES, RECEPTACLES PARK        | \$ | 6,628.81   |
| DOUG EWING PHOTO              | OFFICIAL MAYOR PORTRAIT KATHIE   | \$ | 200.00     |
| RADIO KEOKUK                  | 1ST QUARTER BILLING/ADVERTISING  | \$ | 1,375.00   |
| JAMES F. DENNIS               | PROFESSIONAL SERVICES DEC2025    | \$ | 7,750.48   |
| LIVE VOICE                    | ANSWERING SERVICE                | \$ | 446.43     |
| SHARED IT INC                 | IT SERVICES                      | \$ | 2,177.00   |
| POWER SERVICES COMPANY LLC    | SERVICE CALL WWTP LABOR/MOBILZ   | \$ | 665.50     |
| VERTICAL COMMUNICATIONS INC.  | SERVICE                          | \$ | 260.92     |
| SCOTT'S ULTRA CLEAN LLC       | SERVICE @ LIBRARY @ POLICE DEPT. | \$ | 1,925.00   |
| EXCEL IT SERVICES             | LIBRARY IT SERVICES              | \$ | 406.54     |
| SchraGIS Solutions            | GIS MAINTENANCE                  | \$ | 300.00     |
| MIDWEST AUTO COLLISION LLC    | KPD 017 24 DODGE DURANGO 6970    | \$ | 1,000.00   |
| W&S CONTRACTING               | CONTRACT WORK                    | \$ | 14,845.00  |
| HENNIGES AUTOMOTIVE, INC      | FRANCHISE FEE REBATE             | \$ | 8,951.92   |
| ACCESS SYSTEMS LEASING        | COPIER AGREEMENT POLICE DEPT.    | \$ | 273.71     |
| CENGAGE LEARNING INC./GALE    | KEOKUK PUBLIC LIBRARY            | \$ | 66.72      |
| GREAT LAKES SALT COMPANY      | TREATED SALT ST DEPT.SNOW REMV   | \$ | 4,354.80   |
| BILL BRINK                    | LOADER #68 PARTS/LABOR SANIT.    | \$ | 2,325.00   |
|                               |                                  | \$ | 194,252.69 |





# COUNCIL ACTION FORM

Date: January 12, 2026

Presented By: Broomhall

Subject: Amendment 5.24.020 Nuisance declared Agenda Item: 7

## Description:

Staff was advised by legal counsel to add subsection (24) The emission of any noxious odor or fumes into the air which disturbs the quiet enjoyment of property or life activities or citizens.

## 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:

Approve

## 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 AMENDING CITY CODE CHAPTER 5.24.020 (NUISANCE DECLARED) OF  
THE CODE OF ORDINANCES OF THE CITY OF KEOKUK, IOWA**

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

**SECTION 1. Purpose.** To amend the list of exemplar Nuisance list to include noxious odors emitted by individuals and industries.

**SECTION 2. Amendment.** Section 5.24.020 of the Code of Ordinances of the City of Keokuk, Iowa is hereby amended as follows:

(24) The emission of any noxious odor or fumes into the air which disturbs the quiet enjoyment of property or life activities or citizens.

Ref. Iowa Code 657.2(10)

**SECTION 3. Repealer.** All other sections of this Ordinance in conflict with these provisions shall be repealed.

**SECTION 4. Severability.** If any section, provisions or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall have no effect on the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. Effective Date.** This ordinance shall be in full force and effect from and after its adoption and publication as provided by law.

**Initial reading** by the Council on this 15<sup>th</sup> day of January 2026.

CITY OF KEOKUK, LEE COUNTY, IOWA

\_\_\_\_\_  
Mark Smidt, Mayor

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

ROLL CALL: MARSHALL - WALKER - MAHONEY – MATLICK – DADE – ANDREWS –  
VANBERKUM – BRYANT – GREENWALD -



## COUNCIL ACTION FORM

Date: 1/15/2026

Presented By: B. Carroll, PWD *BC*

Subject: 2026 Keokuk Landfill Monitoring & Engineering Services Agenda Item: \_\_\_\_\_

### Description:

Klingner & Associates has submitted an Agreement For Environmental Services for the North Landfill for 2026. The services outlined are required by the current DNR permit. The estimated cost is \$11,500. Engineering Services include the following:

Groundwater Monitoring & Well Maintenance  
Explosive Gas Monitoring  
Engineer's Site Inspections  
Annual Reporting to the Iowa DNR  
Landfill Closure Consulting  
General Consulting

### FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 670-841-6490 Title: Prof Services/Leachate Control

Amount Budgeted: \$18,000

Actual Cost: \$11,500

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

Funding Sources:

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

Departments:

Leachate Control

\_\_\_\_\_

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

### Recommendation:

Authorize the Mayor to sign an agreement with Klingner & Associates of Burlington, Iowa for 2026 engineering services at the North Landfill at an estimated cost of \$11,500.

### Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

**Additional Comments:**

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

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING TO EXECUTE A ONE-YEAR CONTRACT  
WITH KLINGER & ASSOCIATES FOR MONITORING AT THE  
NORTH LANDFILL**

**WHEREAS** the City of Keokuk is required by an Iowa Department of Natural Resources (IDNR) permit to monitor the North Landfill; and

**WHEREAS** the monitoring includes spring sampling and reporting, fall sampling and reporting, gas monitoring and general consulting.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that the Mayor be hereby authorized to execute a one-year contract with Klingner & Associates of Burlington, Iowa, for engineering services at the north landfill on Highway 218 for an estimated cost of \$11,500.

**Passed this 15<sup>th</sup> day of January 2026**

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Mayor – Mark Smidt

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Attest – Celeste El Anfaoui



## Short Form Agreement For Environmental Services

### KLINGNER & ASSOCIATES, P.C.

610 N. 4th Street, Burlington, IA 52601 - 319.752.3603  
www.klingner.com

Date 1/5/2026 Phase Manager (PM) JAC  
Project Type 0302 / 0305 Project Manager (PIC) JAC  
(Office [Code](#)) Client Manager (Billing) JAC

#### PROJECT & SCOPE OF SERVICES:

##### Primary Company Contact

Client Keokuk Public Works Project Contact Brian Carroll  
Address 501 Main Street City/State/Zip Keokuk, IA 52632  
Phone 319-524-2050 Cell 319-795-7384 Email bcarroll@cityofkeokuk.org

**Billing Contact (To be completed by Client)** – Check box if identical to primary company contact ☐

Check box if you would **NOT** like to receive your invoice via email ☐

Address \_\_\_\_\_ Billing Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Cell \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Email \_\_\_\_\_

**Project Name** 2026 Keokuk Landfill Monitoring & Engineering Services

We (Klingner & Associates, P.C.) agree to provide to you (the Client) the following consulting, design, advisory, and/or surveying services:

Description and Location of Work:

See attached Scope of Work.

Target Start Date: 1/31/2026 Target Completion Date: 12/31/2026

**FEES AND EXPENSES:** Our services will be charged on the following basis (check all that apply):

☒ Hourly at comprehensive per diem Labor Cost Estimate \$ \_\_\_\_\_  
charges of staff members, plus all Reimbursable Cost Estimate \$ \_\_\_\_\_  
"Reimbursable Expenses". For planning Consultant Cost Estimate \$ \_\_\_\_\_  
purposes, the estimated fees are: Total Project Cost Estimate \$ 11,500.00

Conditions encountered may result in higher or lower charges.

☐ Lump sum basis for the amount of \$ \_\_\_\_\_ ☐ Plus reimbursable expenses

☐ A prepaid retainer of \$ \_\_\_\_\_ is required prior to start of work. Retainer will be applied to the final project invoice.

**GENERAL TERMS AND CONDITIONS:** Our agreement is subject to the **General Terms and Conditions** following this page, which are a part of this agreement for our services. Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC) unless specifically noted.

**ACCEPTANCE:** The above Scope of Services, Fees, and General Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Acceptance

Jessica A. Coca  
I am approving this  
document

\_\_\_\_\_  
Signature of Consultant

Environmental Department Manager

\_\_\_\_\_  
Title

1/5/2026

\_\_\_\_\_  
Date of Signature

Project No. \_\_\_\_\_



In response to Amendment #13 of Permit No. 56-SDP-04-77C issued March 16, 2022 (Revised August 26, 2022), we propose the following scope of services for 2026:

**Groundwater Monitoring & Well Maintenance**

- Per Amendment #13 to the permit, four (4) wells must be sampled biennially, but the site must have annual groundwater monitoring. We proposed to sample all four (4) required wells in 2026 in order to have a sufficient amount of data for Mann-Kendall analysis to work towards closure of the site and discontinuation of all monitoring.
- Wells (MW12RR, MW15, MW7 and MW9) will be analyzed for Appendix I parameters, TSS, and groundwater level measurements in the spring (March 2026).
- A request was submitted to the Iowa DNR in a letter dated December 14, 2022 to allow the use of Hydrasleeve sampling bags. Use of Hydrasleeves requires an additional site visit to purge wells and set the Hydrasleeve sampling devices in the wells to be sampled.

**Explosive Gas Monitoring**

- Annual explosive gas monitoring at GP-1, GP-2, and GP-3, as required by the permit.
- Gas measurements will be collected using a GEM 5000.
- Gas monitoring is proposed to be completed in the spring of 2026 in tandem with the groundwater monitoring and engineering inspection.

**Engineer's Site Inspections**

- Perform an annual engineer's site inspection and prepare documentation for submittal to Iowa DNR with the annual report. This inspection is anticipated to be completed in the fall.

**Annual Reporting**

- Prepare an annual letter report detailing groundwater monitoring results, landfill gas monitoring results, leachate collection data, and the annual engineering inspection.

**Landfill Closure Consulting**

- Coordination with Iowa DNR as needed. The landfill permit was extended in 2024 and expiration is set for September 10, 2026. It is anticipated that the permit will be extended for another 2 years as leachate concerns are addressed on the site.

**General Consulting**

- Coordination with Iowa DNR and the City of Keokuk as needed at the request of the City of Keokuk.
- Two (2) site visits for assistance with leachate seep repairs.

Opinion of Probable Cost for 2026 Monitoring and Consulting: \$11,500



## GENERAL TERMS AND CONDITIONS

**THE AGREEMENT AND DEFINITIONS:** These General Terms and Conditions ("T&Cs") are part of and fully incorporated into the attached services agreement, letter, or proposal ("Proposal"), with the Proposal and these General Terms and Conditions comprising the agreement ("Agreement") between the division/entity of Klingner & Associates, P.C. ("Consultant") and the client identified in the Proposal ("Client") under which Consultant will provide certain engineering, architectural, surveying, environmental or construction phase services ("Services") to Client in exchange for payment from Client in accordance with the terms of the Agreement. Consultant and Client shall be referred to as the "Parties." To the extent these T&Cs are used as an exhibit, attachment, or addendum to a contract presented by Client, then the specific terms of these T&Cs shall supersede, prevail, and be given precedent over any conflicting, otherwise inconsistent, and/or general terms, conditions, and provisions of any other contract executed by the Parties. Any construction, design, or engineering contractors, consultants, or other agents directly retained or paid by Client shall be referred to as "Client's Contractors" or "Contractors," and shall include Contractor's subcontractors. The project for which Consultant is providing its Services shall be referred to as the "Project."

**ACCEPTANCE:** Client is deemed to have accepted these T&Cs and terms of the Agreement, even without execution of any Agreement or these T&Cs, if Consultant submits a copy of the Proposal, Agreement or T&Cs to Client and thereafter Client directs the Consultant to proceed with its Services or if Client otherwise receives the benefit of Consultant's Services or submits any payment to Consultant for its Services.

**SCOPE OF SERVICES:** Consultant's Services are limited to those expressly and specifically listed in the Agreement, and do not include any service not expressly set forth or listed in the Agreement. Among other things, unless expressly set forth in the Agreement, the Services do not include any special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The Consultant assumes no responsibility to perform or provide any services not specifically listed.

**SCOPE OF SERVICES – ADDITIONAL TERMS:** Below are additional terms and conditions regarding Consultant's Services.

**OPINIONS OF PROBABLE COST:** In the event Consultant's Services include providing opinions of probable cost or estimate costs, Client agrees that Consultant has no control over the cost of labor or materials furnished by others, any Contractor's methods of determining prices, competitive bidding, or market conditions, and, as such, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's cost estimates and, further, Consultant makes no warranties, expressed or implied, as to the accuracy of any and all cost estimates or opinions.

**CONSTRUCTION ADMINISTRATION SERVICES:** In the event Consultant's Services include Consultant visiting the Project site at agreed upon intervals or otherwise includes any type of construction administration services, Client agrees that in no case shall Consultant be required to make detailed, regular, exhaustive, or continuous on-site inspections to check the quality or quantity of any Contractor's work, and in no event shall Consultant have any duty, responsibility, or liability for the quality or quantity of work, or lack thereof, performed by any of Contractors.

**SUBMITTAL REVIEW SERVICES:** In the event Consultant's Services include Consultant reviewing and/or approving Contractors' submittals, such as shop drawings, data, samples, product samples, and other information, then Client expressly agrees that Consultant's reviews and approvals of such information shall be only for the limited purpose of checking for conformance with the design concepts and information expressly set forth within the contract documents for the Project. Among other things, Consultant's reviews and approvals do not include a review of the accuracy or completeness of the specifics of all information provided by those Contractors, including quantities, dimensions, weights or gauges, construction means and methods, fabrication processes, or other processes, all of which are the sole responsibility of Contractor. Further, Consultant has no responsibility or liability whatsoever for any deviations from the Project contract documents not brought to the attention of Consultant in writing or for Consultant's review of partial submissions or submission of items for which correlated item submissions have not been received by Consultant.

**DESIGN PHASE SERVICES ONLY:** Unless Consultant's Services expressly and specifically include project observation or construction administration within its scope of Services, or if Client, via itself or any of Client's Contractors, provides construction observation or review services, then Consultant's Services under this Agreement are *design phase services only*, are deemed *not* to include any construction document review services or other construction administration or construction phase services, and are deemed to be completed upon Consultant's completion and submittal of the deliverables or contracted for Instrument(s) of Service (defined later herein), and Client otherwise assumes all responsibility for, and releases Consultant from all claims relating to, the application or interpretation of any of the contract documents, the review of submittals, all construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant's Services.

**CONSTRUCTION MATERIAL TESTING SERVICES ONLY:** If Consultant's Services consist of only construction material testing services, then Consultant's Services under this Agreement are deemed to be completed upon Consultant's submittal of the relevant material testing reports or other Instrument(s) of Service, Consultant has no responsibility or duty to perform any type of testing other than on the materials expressly noted in the Proposal or Agreement, Consultant has no responsibility or duty to perform any type of construction document review services or other construction administration or construction phase services, and Client assumes all responsibility for, and releases Consultant from all claims relating to the, design and engineering of the Project, the application or interpretation of any of the contract documents, the review of submittals, construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant's Services.

**STANDARD OF CARE:** Services performed by Consultant will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. No other representations, warranties, or guarantees, expressed or implied, are included or intended in this Agreement or in any report, opinion, or document prepared by Consultant.

**SUBCONSULTANTS:** Consultant may retain any consultants/subconsultants that Consultant deems reasonable or necessary to assist in the performance of its Services. Neither Consultant nor any of Consultant's consultants/subconsultants are a fiduciary of, or otherwise has any fiduciary duties to, Client, Client's Contractors, or any other party.

**COMPENSATION:** Client shall pay Consultant for its Services on one of the bases described below and as identified in the Agreement ("Fees and Expenses").

The "**Lump Sum**" method means that Client will pay the stipulated Fees and Expenses as compensation for Consultant's Services. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, and profit. "Reimbursable Expenses," as defined below, may be in addition to the Lump Sum as indicated in the Agreement. Upon reaching eighty percent (80%) of the Lump Sum amount, Consultant may notify Client if the Lump Sum should be adjusted for completion of the Services. Client and Consultant shall mutually agree to adjustment of Lump Sum amount.

The "**Standard Hourly Rate**" method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times Consultant's current standard hourly rates (which are revised annually on July 1st) for each applicable billing classification for all Services performed on the Project, plus Reimbursable Expenses.

The "**Payroll Cost Times Multiplier**" method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's "Payroll Cost." The Payroll Cost is defined as the salary and wage of an employee plus the cost of customary overhead plus profit.

While Consultant may provide an estimated range of the Fees and Expenses on a Standard Hourly Rate Project or Payroll Cost Times Multiplier Project, it is an *estimate only*, and Consultant makes no guarantees whatsoever regarding what the final Fees and Expenses will be for all of Consultant's rendered Services to Client.

"Reimbursable Expenses" means the actual costs and expenses incurred directly or indirectly by Consultant in connection with the Services, including but not limited to, authorized out-of-town travel, including mileage at the IRS-approved rate and reasonable lodging and meal expenses; permitting, plan approval, and fees required by authorities having jurisdiction over the Project; printing, reproductions, plotting, and copying existing drawings, plans, specifications, and documents, as well as Instruments of Service prepared by Consultant; renderings, physical models, mock-ups, professional photography, and presentation materials requested by Client or required for the Project; postage, shipping, handling, and delivery; expense of overtime work requiring higher than regular rates, if authorized in advance by Client; equipment and supplies; all taxes levied on professional services and on reimbursable expenses; computer time; any consultants/subconsultants retained by Consultant for the Project; and other similar Project-related expenditures by Consultant. Reimbursable Expenses in the form of charges from consultants/subconsultants retained by Consultant for the Project shall be accompanied by a fifteen percent (15%) mark-up.

**LUMP SUM PROJECTS - ADDITIONAL SERVICES:** This provision applies to all Agreements under which Client pays Consultant on a Lump Sum basis. After execution of the Agreement and without invalidating the Agreement, Consultant may provide "Additional Services" that are outside of the scope of Services originally defined under the Proposal or Agreement. For Additional Services, except for those services required solely due to the fault of Consultant, Client shall pay Consultant in accordance with the Standard Hourly Rate above incurred by Consultant in connection with providing the Additional Services. In addition, an equitable adjustment in any schedule for Consultant's Services shall be made corresponding to the Additional Services. Generally, Additional Services will not be performed unless prior authorization is received from Client. Client otherwise directs Consultant to perform the Additional Services, or otherwise pursuant to the terms of this Agreement, provided however, the Parties recognize the need for Consultant to perform the following Additional Services should the following situations arise, without the need for Consultant requesting or obtaining prior authorization from Client:

- (a) Services necessitated by a material change in (i) the initial information provided by Client, (ii) previous instructions or approvals given by Client, (iii) the Project, including but not limited to, the size, quality, complexity, Client's schedule, or Client's budget, or (iv) materials or equipment due to an acceptance of substitute materials or equipment other than "or equal" items made by Client or Client's Contractors.
- (b) Services by Consultant due to (i) the presence of any Hazardous Environmental Condition (as defined below), (ii) emergencies or acts of god, (iii) damage to the Project site caused by fire or other causes, (iv) Consultant's review of actual or potential defective or delayed work by one or more Contractors, (v) acceleration of the progress schedule involving services beyond normal working hours, (vi) Client changes to Project design criteria after approval of previous phase(s) of the design process; or (vii) default by any Contractor.
- (c) Services in connection with construction change directives and change orders to reflect changes requested by Client or Client's Contractors.
- (d) Evaluating unreasonable, frivolous, and/or an excessive number of requests for interpretation or information (RFIs), change proposals, or other demands from a Contractor or others in connection with the Project.
- (e) Services necessitated by evaluating equipment performance not caused by Consultant's design services.
- (f) Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared work products;
- (g) Revising previously prepared work products necessitated by official interpretations of applicable codes, laws or regulations that are either (i) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (ii) contrary to requirements of the Instruments of Service when they were prepared in accordance with the applicable standard of care.
- (h) Services necessitated by decisions of Client not rendered in a timely manner or a failure of performance on the part of Client or Client's Contractors.
- (i) Reviewing shop drawings, product data items, samples, and submittals more than two times and as a result of inadequate submissions.
- (j) Services after the award of the construction contract(s) for the Project in evaluating and determining the acceptability of a Contractor's proposed "or equal" item or substitution that is found to be inappropriate, as well as services regarding the evaluation and determination of an excessive number of proposed "or equal" items or substitutions, whether proposed before or after award of the construction contract(s) for the Project.
- (k) Evaluation of the qualifications of entities providing bids or proposals.
- (l) Services resulting from material delays, changes, or price increases occurring as a direct or indirect result of materials, or equipment shortages.
- (m) Services in connection with any partial utilization of the Project by the Client or any owner prior to substantial completion of the Project.
- (n) Preparation of design and documentation for alternate bid or proposal requests proposed by Client.
- (o) Preparation for, and attendance at, a public presentation, meeting or hearing, unless such services are expressly set forth within this Agreement.
- (p) Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Consultant is a party thereto.

In addition, if the Services covered by this Agreement have not been completed within the "Time of Completion" as defined below, through no fault of Consultant, an extension of Consultant's Services beyond that time shall be compensated as Additional Services.

**PAYMENT:** Consultant may invoice the Fees and Expenses on a monthly or any other periodic basis, based on the proportion of the Services completed and expenses incurred at the time of invoicing. Payment is due in fifteen (15) days. Interest is charged at one percent (1%) per month on invoices unpaid over thirty (30) days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, if Client fails to make payment on invoices unpaid for thirty (30) days and Consultant incurs any costs to collect overdue sums from Client, if allowed by applicable laws, Client agrees that all such collection costs incurred shall immediately become due and payable to Consultant. Collection costs shall include, if allowed by applicable laws, without limitation, reasonable attorney fees, collection agency fees and expenses, court costs, appeal costs, judgment execution and collection costs, and reasonable Consultant staff costs at standard billing rates for Consultant's time spent in efforts to collect. No deductions shall be made from Consultant's Compensation including to impose penalty or liquidated damages on Consultant, or to offset sums requested by or paid to any Contractor(s) or for costs of changes in the Contractor's services, unless Consultant is adjudged to be liable for those amounts in a binding dispute resolution process. Client's making of its final payment of the Compensation to Consultant shall constitute Client's acceptance of Consultant's Services as in compliance with this Agreement and a waiver of all claims against Consultant that are known by Client or should have been known by Client as of the date of the final payment.

**DIFFERING OR CHANGED CONDITIONS:** This Agreement is expressly based on the conditions of the Project, Project site, and Project structures that are actually known by and disclosed to Consultant. If other conditions not originally known and disclosed become known by or disclosed to Consultant, or such conditions otherwise change, Consultant may elect to require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service) and/or all services performed by Consultant because of the new or differing conditions shall be deemed to be and billed to Client as Additional Services.

**REDESIGN OBLIGATION:** In the event the bids or negotiated cost of the construction work exceed the Client's budget for construction, upon notice from the Client, the Consultant agrees to modify, on an Additional Services basis, the construction contract documents or those portions of the documents where bids exceeded the Client's budget.

**CHANGES AND ADDED VALUE:** The Client recognizes that although the Consultant will perform its Services under this Agreement in a manner consistent with the applicable standard of care, the Consultant's instruments of service may contain ambiguities, conflicts, errors, omissions and/or other imperfections. The Client recognizes and expects that certain increased costs and changes may be required because of these imperfections in the Consultant's instruments of service and, therefore, that the final construction cost of the Project may exceed the estimated construction costs or bid amount. Accordingly, the Client agrees to set aside a reserve in the amount of ten percent (10%) of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees not to make any claim directly or indirectly against the Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the increased costs and changes unless the total of such increased costs and changes exceeds fifteen percent (15%) of the final construction cost of the Project, and then only for an amount in excess of such percentage. Any responsibility of the Consultant for the increased costs and changes in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this provision, the increased costs and changes will not include any costs that the Client would have incurred if the Consultant's instruments of service had not originally contained such conflicts, errors, omissions and other imperfections. In no event will the Consultant be responsible for costs or expenses that provide betterment or upgrades to the Project or enhances the value of the Project.



**INFORMATION PROVIDED BY OTHERS:** Client shall furnish and grant permission to use, at Client's expense, all information, requirements, reports, data, surveys and instructions set forth in the Agreement or otherwise related to the Services. Consultant may use such information, requirements, reports, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. Client shall give prompt written notice to Consultant whenever Client observes, or otherwise becomes aware of, any development or new or changed information that affects the scope or time of performance of Consultant's Services. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's Contractors.

**INSTRUMENTS OF SERVICE – OWNERSHIP AND USE:** All documents, reports, plans, drawings, models, and other tangible work products or deliverables prepared or furnished by Consultant pursuant to this Agreement are instruments of service ("Instruments of Service"), and Consultant shall retain all ownership and property interest therein. Client shall have a limited license to use the Instruments of Service on the Project, subject to receipt by Consultant of full payment due and owing for all Services relating to preparation of the Instruments of Service and subject to the following limitations: (a) Client acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Project unless fully prepared and completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written authorization by Consultant; (b) any such use or reuse, or any modification of the Instruments of Service, without written authorization and adaptation by Consultant, shall be at Client's sole risk; (c) Client fully releases Consultant from liability for, and shall indemnify, defend and hold harmless Consultant from and against, all claims, damages, losses, and expenses, including attorney fees, expert costs, and other costs, arising out of or resulting from, any use, reuse, or modification of the Instruments of Service without written verification, adaptation, and completion by Consultant; and (d) Client acknowledges and agrees that its limited license shall not create any rights in third parties. Finally, in the event Consultant, in its sole discretion, allows for some type of transfer of the ownership in an Instrument of Service to Client, then Client must agree to the terms of Consultant's proposed assignment document and, in all cases, the only ownership or other interest transferred is in the one version of the tangible work product, itself, but not any underlying intellectual property rights in the Instruments of Service.

**3-D COMPUTER MODELS:** If Consultant prepares 3-D computer models ("3-D Models"), the 3-D Models are solely intended for production of 2-D documents in PDF format for Client and not intended to be used for any other purpose than as a design tool for Consultant during the design, construction and documentation phases. Information and metadata in the model shall not be relied upon unless explicitly stated by Consultant. The digital models will not be made available to contractors or subcontractors during bidding or construction, unless explicitly included in the Agreement and only through a Consultant end user license agreement (EULA). If Client wishes Consultant to create a 3-D Model with a higher level of development than Consultant's normal level, then Consultant reserves the right to request additional time and compensation to do so. In all cases, Consultant shall not be held responsible for any errors or claims arising from Client or Contractor's use of 3-D Models.

**DEFECTS IN SERVICE:** Client shall immediately report to Consultant any defects or suspected defects in Consultant's Services of which Client becomes or should have become aware and allow Consultant to take measures to minimize the consequences of such defect. Client shall impose a similar notification requirement on Contractors and shall require all subcontracts at any level to contain a like requirement. Failure by Client or Client's Contractors to notify Consultant shall relieve Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had timely notification been given.

**PRODUCTS, EQUIPMENT AND MATERIALS:** Client agrees that if any product, equipment or material specified for the Project by the Consultant shall at any future date be suspected or discovered to be defective, not meet the manufacturer's representation, or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant.

**TIME OF COMPLETION:** Unless a period of time or date of completion for Consultant's Services is expressly provided in the Agreement, the Parties have not agreed to any time period for Consultant's completion of its Services, and, instead, Consultant shall complete its Services within a reasonable period of time. Consultant shall incur no liability, and shall have no portion of the Compensation withheld, due to delay for any reason. In addition, if any delay, for any reason, increases the cost or time required by Consultant to perform its Services, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

**HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Consultant does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Consultant of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Consultant will notify the Client. Consultant may without liability or reduction or delay of compensation due, suspend Services on the affected portion of the Project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Consultant shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions. Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages associated in any way with the discovery of Hazardous Environmental Condition.

**AUTHORITY AND RESPONSIBILITY:** Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work. Consultant shall not have authority over or be responsible for the means, methods, techniques, sequences, progress of work, or procedures of construction selected or used by any Contractor, for the safety precautions and programs incident thereto, for security or safety at the Project site, or for any failure of a Contractor to comply with the applicable laws and regulations. Consultant shall not be responsible whatsoever for the acts or omissions (including but not limited to, any alleged breach of contract, tort, or other liability) of any Contractor, and, likewise, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to perform its work. Consultant shall not be responsible for any decision made regarding a Contractor's construction contract requirements, or any application, interpretation, or modification of the construction documents other than those made by Consultant.

**FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** In consideration of the benefits to Client of employing a "fast track" process (in which some of Consultant's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the Consultant which Client accepts, Client waives all claims against Consultant for design changes and modification of portions of the services already constructed due to Client's decision to employ a fast track process. Client further agrees to compensate Consultant for all Additional Services required to modify, correct, or adjust the construction documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast-track manner.

**RIGHT OF ENTRY:** Client shall provide for Consultant's right to enter property owned by Client or others in order for Consultant to perform its Services for this Project. Client understands that use of testing or other equipment may unavoidably cause damage, the correction of which is not the responsibility of Consultant.

**BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Consultant and to indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, injuries, or loss, arising from Consultant or other persons encountering utilities or other manmade objects that were not called to Consultant's attention or that were not properly located on the plans furnished to Consultant. Client further agrees to compensate Consultant for any time or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's hourly per diem fee schedule and expense reimbursement policy.

**PUBLICITY:** Unless otherwise expressly stated in the Agreement, Consultant shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.



**EXCUSABLE EVENTS:** Consultant shall not be responsible for any of the following events or any other events beyond the reasonable control of Consultant: (a) changes in the information, instructions, or approvals provided by Client; (b) material changes in the Project, including but not limited to, the size, quality, complexity, Client's schedule, Client's budget for the Project, or the procurement or delivery method; (c) changes in the applicable codes, laws or regulations thereby necessitating Consultant's revision of any previously prepared Instruments of Service; (d) official interpretations of applicable codes, laws or regulations that are either contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; (e) decisions by Client not rendered in a timely manner or any other failure of performance on the part of Client or Client's Contractors; (f) the presence or encounter of any hazardous or toxic materials on the Project; and (g) weather conditions, work slowdown or stoppage, or acts of God (collectively, an "Excusable Event"). When an Excusable Event occurs, Consultant shall have no liability or responsibility for any damages incurred by Client, shall not be deemed to be in breach of this Agreement, and shall be entitled to an equitable adjustment in any schedule for Consultant's Services and to compensation for any Services performed due to such Excusable Event, which shall be deemed to be Additional Services paid on an hourly basis.

**WAIVER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant be liable or responsible, in contract, tort or otherwise, for (a) any special, consequential, incidental, or liquidated damages, including but not limited to, loss of profit or revenues; loss of use of any facility, building, products, machinery, or equipment; damage to associated equipment; cost of substitute products, facilities, services or replacement power; down time costs, or claims of any buyer of Client for such damages; (b) damages for which the requested repair would amount to economic waste or a betterment; or (c) loss or damage due, in whole or part, to the actions of the Client, ordinary wear and tear, and/or lack of Client maintenance.

**LIMITATION OF LIABILITY:** Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant, including its officers, owners, employees, and agents, to Client, or any person or entity claiming by or through Client, for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Services or Agreement, for any cause or causes including, but not limited to Consultant's active and passive negligence, professional errors or omissions, implied or express warranty obligations, strict liability, omissions, acts, or breaches of contract, shall not exceed the total Compensation or \$100,000, whichever is less. This limitation of liability shall apply to Client's claims for damages, as well as Client's claims for contribution and indemnity with respect to third party claims. In the event the Client requires a higher limitation of liability, upon written notice from the Client, Consultant and Client shall agree to and Client shall pay an additional fee within five (5) calendar days after the Agreement is fully executed.

**INDEMNIFICATION:** Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages (hereinafter referred to together as "Claims"), to the extent the Claims are caused by the negligent or intentional/willful action or inaction/omission, any contractual breach, or any other violation of law by Client or Client's employees, independent Contractors, or other persons/entities for whose acts Client is responsible. Client's obligations under this and other indemnification provisions in this Agreement shall survive termination and expiration of this Agreement; shall extend to Claims occurring after this Agreement; shall continue until the Claim is finally adjudicated; shall not be limited by any insurance required hereunder; and shall not negate, abridge or reduce any other rights of the persons and entities described herein with respect to indemnity.

**CONTRACTOR INSURANCE:** Client agrees, in any construction contracts for the Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance, Automobile Liability Insurance and appropriate limits of Commercial General Liability Insurance ("CGL") and to require all contractors to have their CGL policies endorsed to name Client and Consultant as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to ensure the hold harmless and indemnity obligations assumed by Contractors. Client shall require all Contractors defend, indemnify and hold harmless Client and Consultant from and against any claims, causes of action, lawsuits, damages, liabilities or costs, including reasonable attorneys' fees and costs, arising out of or in any way connected with the Project, including all claims by employees of the Contractors.

**WAIVER OF SUBROGATION:** To the extent damages are covered by any builder's risk policy, property insurance, or any insurance policy possessed by Client or Client's Contractors during or after the Project, Client shall waive all subrogation and other rights against Consultant and its retained consultants and agents for such damages, except such rights as they may have to the proceeds of such insurance.

**TERMINATION:** This Agreement may be terminated by either Party for cause on at least seven (7) days prior written notice of breach and opportunity to cure. Consultant may terminate for convenience and without cause. If terminated by either Party (with or without cause), Client agrees to pay for all Services performed and Reimbursable Expenses incurred to and including the date of termination. In addition, in the event Consultant terminates for cause, then Consultant shall also be paid its termination expenses, which shall include but are not limited to, expenses reasonably incurred by Consultant in connection with the termination of the Agreement or Services, including but not limited to, termination of Consultant's consultants/subconsultants and other persons retained by Consultant on the Project, demobilization costs if any, closing out Project records, reassignment of personnel, and other expenses directly resulting from the termination. If Client wishes to suspend services, Client must provide (7) days written notice, at which time Consultant may terminate or provide an increased or different Compensation to later resume Services to Client.

**DISPUTE RESOLUTION:** If a dispute or claim arises relating to the Services, Agreement, or Parties, the Parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, then a Party shall participate in nonbinding mediation if requested in writing by the other Party. Unless the Parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement and shall be in the location of the Project. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration in the location of the Project. Unless the Parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notwithstanding the foregoing, Consultant, in its sole discretion, may bring its claim(s), including third-party claims, against Client in the district court in the location of the Project, with a judge, and not a jury, presiding over such claim. **THUS, IN ALL CIRCUMSTANCES, BOTH PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR ANY TRANSACTION CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.** In the event of any litigation, arbitration, mitigation, or other proceeding arising out of or relating to the Services or Agreement or otherwise involving the Parties, Consultant shall be entitled to recover its reasonable attorney's fees, expert and consultant fees, judgment execution fees and costs, appeal fees and costs, and all other costs from Client when Consultant is the prevailing party.

**MISCELLANEOUS PROVISIONS:** (1) If any provision of the Agreement is declared illegal or unenforceable and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. (2) The Agreement may not be assigned by any Party without written authorization. (3) The Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, heirs, successors, and assigns. (4) Nothing contained in the Agreement shall create a contractual relationship with, create a cause of action in favor of, or otherwise benefit, any third party. Instead, Consultant's Services under the Agreement are being performed solely for Client's benefit, and, therefore, no other entity shall have any claim against Consultant because of the Agreement. (5) Each Party has, or had the opportunity to retain, counsel and entered into the Agreement knowingly and voluntarily after having been fully advised of its rights under the Agreement or after having had the opportunity to be fully advised. Further, each Party played a substantive role in drafting the Agreement or had an equal opportunity to do so. Accordingly, in the event of any misunderstanding, ambiguity, or dispute concerning the Agreement's provisions, or interpretation, the Parties agree that no rule of construction shall be applied that would result in having the Agreement interpreted against any Party. (6) This Agreement contains the entire agreement between the Parties regarding the Project, and this Agreement is intended to be an integration of all prior negotiations. Accordingly, this Agreement overrides any claimed prior agreement or representation, and Consultant shall not be bound by any terms, statements, warranties, or representations not contained herein. Further, no modifications of this Agreement shall be valid unless made pursuant to the terms herein and in writing and signed by the Party against whom it is sought to be enforced, or unless otherwise made pursuant to the terms herein. (7) A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



## COUNCIL ACTION FORM

Date: January 15, 2026

Presented By: Brian Carroll, PWD *BL*

Subject: Annual Staffing Agreement Agenda Item: \_\_\_\_\_

### Description:

The purpose of this resolution is to request Council approval for the Annual Staffing Agreement with Taske Force Inc. of Keokuk, IA for the 2026 operating season.

Each year, Public Works hires temporary and summer employees, specificity in the Parks and Cemetery Departments, to support increased seasonal workload and ensure continued service delivery.

The use of temporary and summer help allows the City to meet operational demands during peak periods without increasing permanent staffing levels.

### FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

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

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

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

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

Funding Sources:

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

Departments:

All \_\_\_\_\_  
\_\_\_\_\_

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



## COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

**Recommendation:**

Staff recommends approval.

### Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
TASKE FORCE, INC FOR TEMPORARY/SUMMER STAFF**

**WHEREAS** the city seeks to enter into an agreement with Taske Force, Inc. of Keokuk to provide seasonal employees for the 2026 operating season; and

**WHEREAS** the city hires temporary and summer employees specifically in the park and cemetery department to support seasonal workload and ensure continued services; and

**WHEREAS** the use of temporary and summer help allows the city to meet operational demands during peak periods without increasing permanent staff.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that an agreement be entered into with Taske Force, INC. of Keokuk to provide temporary and summer staff for the public works department.

**Passed this 15<sup>th</sup> day of January 2026**

---

Mayor – Mark Smidt

---

Attest – Celeste El Anfaoui



**This staffing agreement is between**

**City of Keokuk**

**and Taske Force, Inc.**

**Federal ID # 42-1391494**

1. Taske Force, Inc., **EMPLOYER OF RECORD;** **City of Keokuk** (herein known as "Client").
2. Client agrees to pay Taske Force, Inc. a stipend equal 1.50 multiplied by the hourly wage designated by Client for each employee that Taske Force, Inc. furnishes. From said stipend, Taske Force, Inc. agrees to pay the employee his/her hourly wage, all workers compensation, insurance coverage, and all payroll taxes. All overtime shall be paid at a rate equal to 1 ½ times the hourly rate for hours in excess of 40 hours per week. It is Taske Force, Inc.'s full responsibility to pay all employee tax obligations to the State, Federal government, and social security withholdings.
3. Taske Force, Inc. shall provide a certificate of insurance showing proof of worker's compensation.
4. Client agrees to indemnify and hold harmless Taske Force, Inc., its officers and employees, from and against any and all claims, losses, judgments, liabilities, or claims for attorneys' fees arising out of or resulting from The Temporary Employee's use or operation of Corporate Contractor's owned, non-owned or leased vehicles, machinery, or equipment.
5. If Client retains any Temporary Employee for period of at least (4) hours and fails to advise Taske Force, Inc. of any complaints regarding the Temporary Employee, Client is responsible for paying all fees due for all services performed by the Temporary Employee. Client shall immediately notify Taske Force, Inc. of completion or termination of a Temporary Employee's assignment.
6. Client acknowledges that Taske Force, Inc. has incurred substantial recruitment, screening, administrative, and marketing expenses with respect to the Temporary Employees. Accordingly, Client agrees not to interfere with Taske Force's position as the Employer of Record as provided herein for a period of eight work weeks beginning with the first day that the Temporary Employee reports for their assignment.





7. Taske Force, Inc. invoices reflect payroll already paid to Taske Force, Inc. employees for services provided to Client. Client agrees to payment terms of net 30 days.
8. Client acknowledges that Taske Force, Inc. is an Equal Opportunity Employer, and agrees that it shall not harass, discriminate against, or retaliate against, any Temporary Employee because of his/her race, national origin, age, sex, disability, sexual orientation, marital status or other category protected by the law, nor shall client cause or request Taske Force, Inc. to engage in such discrimination.
9. Client agrees to supply a safe and suitable workplace for Taske Force, Inc. employees, and shall be solely responsible for complying with all applicable safety and health laws and regulations, including training, supplying protective equipment – if needed – (except for safety shoes, which will be the employees responsibility) and providing information, warnings, and safety instructions. Client will report to Taske Force, Inc. all injuries to and complaints by the temp.
10. Client agrees to keep all time on the employees that Taske Force, Inc. furnishes. Client will have the right to call for employees as needed or dismiss employees at will.

### **Term of Agreement**

This Agreement will continue in force unless one party gives the other party at least 30 days written notice of its intention to conclude it. Except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

The agreement shall be binding between the parties hereto starting on 01/01/2026  
DATE

Signed for City of Keokuk

\_\_\_\_\_  
SIGNATURE TITLE



# COUNCIL ACTION FORM

Date: 1-15-2026

Presented By: Smidt

Subject: SEIRPC Board Appointment Agenda Item: 10

## Description:

Southeast Iowa Regional Planning by-laws state that terms for the Board of Directors are annual and appointed each calendar year. Jim Ferneau has served on the SEIRPC Board of Directors, and has expressed interest in continuing to serve on the Board.

## 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:

|  |
|--|
|  |
|--|

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

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION APPOINTING JIM FERNEAU TO THE SOUTHEAST  
IOWA REGIONAL PLANNING COMMISSION (SEIRPC) BOARD OF  
DIRECTORS**

**WHEREAS**, the City of Keokuk, Iowa is a member of the Southeast Iowa Regional Planning Commission (SEIRPC); and

**WHEREAS**, as a member of SEIRPC, the City Council for Keokuk, Iowa appoints one member of the Board of Directors for SEIRPC.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY**

**COUNCIL OF THE CITY OF KEOKUK, IOWA**, that Jim Ferneau shall be appointed to the Board of Directors of SEIRPC for a term commencing on January 1, 2026, and ending on January 1, 2027.

**PASSED, APPROVED, AND ADOPTED** this 15th day of January 2026.

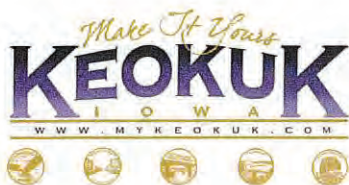
---

Mark Smidt, Mayor

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

Celeste El Anfaoui, City Clerk





# COUNCIL ACTION FORM

Date: January 15, 2026

Presented By: Brian Carroll, PWD *BC*

Subject: Grand Theatre Air Conditioning Unit Agenda Item: \_\_\_\_\_

## Description:

The Grand Theatre Commission requested bids to replace the AC unit that stopped working towards the end of last summer. Three bids were received, Kraus & Sons, Inc \$69,950, Vinson and Sill \$74,187, and Peters Heating & Air Conditioning \$73,261.

The Grand Theatre Commission is able to cover approximately \$40,000 of the replacement cost.

In the December 4, 2025 council meeting, council passed Resolution No. 312-2025 allocating an amount not to exceed \$30,000 to assist The Grand Theatre Commission with the replacement cost.

It is therefore recommended that the council approve a contract with the low bidder, Kraus & Sons Inc. of Keokuk, IA in the amount of \$69,950.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 001-421-6750 Title: CAP IMPROVMENTS-GRAND THEATRE

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

Actual Cost: \$69,950

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

Funding Sources:

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

Departments:

Grand Theater

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

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

# COUNCIL ACTION FORM

Any previous Council actions:

## Action

Date \_\_\_\_\_

### Recommendation:

**Staff recommends approval.**

### Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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

TO \_\_\_\_\_

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION APPROVING CONTRACT WITH KRAUS & SONS, INC.  
TO REPLACE GRAND THEATRE AIR CONDITIONING UNIT**

**WHEREAS** the Grand Theatre Commission requested bids to replace the air conditioning unit that stopped working last summer; and

**WHEREAS** three bids were received with the low bidder being Kraus & Sons, Inc of Keokuk in the amount of \$69,950; and

**WHEREAS** the Grand Theatre Commission is able to cover approximately \$40,000 of the replacement cost and the City passed Resolution No. 312-2025 on December 4, 2025, allocating an amount not to exceed \$30,000 to assist with the costs.

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that a contract be awarded to Kraus & Sons, Inc. of Keokuk to replace the air conditioning unit in the Grand Theatre for an amount of \$69,950.

**Passed this 15<sup>th</sup> day of January 2026**

---

Mayor – Mark Smidt

---

Attest – Celeste El Anfaoui



*Timeless Quality, Cutting Edge Technology*

Telephone (319)524-3714

1012 Main Street

Keokuk, Iowa

November 24, 2025

319-520-5892

Jerrydon@keokuk.net

Grand Theater  
26 N 6<sup>th</sup> st  
Keokuk, Iowa  
52632

Kraus and Sons Inc. is proposing to install a custom turnkey high efficiency forced air system. Once we complete the installation we will come for our custom "HVAC 101" orientation session to familiarize you with your system along with a complete performance test of your new system.

**Forced air system: \$69,950.00 net investment**

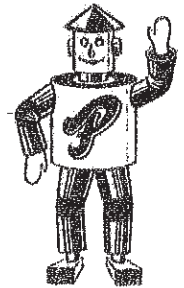
- **Air condenser (R-454B):** 30 ton Air Conditioner, M#KD360C00A2AAA1-
  - New 4-Pipe refrigeration system, Four Stage Cooling, 208/230-3-60, copper tube/aluminum fin condenser coil & a smart equipment controller, low ambient kit.
  - (129Lx89Wx38H), 1,875 Lbs
- **Air Handler:** M#GD360C00N6AAA1 Air Handler,
  - 208/230/460-3-60 Voltage, 4 Pipe refrigerant coil with refrigerant detection system.
  - High static drive blower motor, 10 HP
  - New 2-row hot water coil
  - (100Lx38Wx75H) Can be mounted horizontally
- **Ratings:** 4.05 COP (up to 405% efficient)
- **Kraus & Sons LIFETIME CRAFTSMANSHIP WARRANTY**
- **WARRANTY:** Factory warranty 5-year compressor, 3-Year coil & 1 year limited parts
- Removal and Disposal of all old equipment and materials.
- Installation in a clean, meticulous, and professional manner
- We will maintain a clean and organized workspace during the installation process.
- Estimated work schedule to changeout ~~4-6~~ Days.



# Peters

HEATING & AIR CONDITIONING

Family Owned  
Since 1955



10-22-25

Grand Theater  
26 N 6<sup>th</sup> Street  
Keokuk, IA 52632

**Job: 30 ton unit for main floor and basement area**

Dear Jerry,

Thank you for the opportunity to bid new air conditioning for your building.

We propose to furnish all material and perform all labor necessary to complete the following.

Remove the existing air handler from the basement area and the condensing unit.

Install one new Carrier 38RC, 30 ton condensing unit.

Install one new Carrier 39MN, 30 ton air handler.

We will use a Lull to remove and install all equipment.

All necessary refrigeration lines, hot water piping, ducting, solenoid valves with coils, moisture controls, and electrical will be done by our firm.

Install one new heat coil

Install one new Honeywell thermostat.

Peters heating and air conditioning will perform all startups and check operations of the units.

5 year compressor, 1 year parts warranty.

All above work will be completed in a professional workmanlike manner for the sum of:

**PRICE: \$73,261.00**

**\*\*NOTE\*\* All prices are good for 15 days**



# ESTIMATE

VINSON & SILL INC  
PO Box 74  
Lima, IL 62348

vinsonsill.brenda@gmail.com  
+1 (217) 985-5100



## Grand Theatre

### Bill to

Jerry Herr  
26 N 6th St  
Keokuk, IA 52632

### Estimate details

Project: 30ton System Replacement

Estimate no.: 3393

Estimate date: 12/19/2025

| Description  | Amount      |
|--|-------------|
| Thank you for allowing Vinson and Sill, Inc. to quote this project for the theater. We propose the following option.   | \$74,187.00 |
| -Remove and haul away the existing air handler and condensing unit.  |             |
| -Install a York YD360 30 Ton Four Stage Split System R-410A Air Conditioner, Copper Tube/Aluminum Fin Condenser, with Smart Equipment Controller and Phase Monitor.  |             |
| -Install a York ND360 30 Ton Air Handler, with Refrigerant Evaporator Coil and Hot Water Coil connected to the existing piping.  |             |
| -Install a 7.5 HP VFD Blower Motor, including Overload kit, Sheave and Belt.   |             |
| -All necessary refrigerant lines, hot water piping, ducting, electrical, and control connections will be included.   |             |
| -Install a new digital thermostat for accurate control of the new system.  |             |
| -Perform startup and operations check of the new system.   |             |
| -Warranties Include: 1-year limited parts and labor, 5-year compressor.  |             |
| *Price includes materials and labor \$74,187.00  |             |
| Terms: 50% deposit is required upon acceptance of this estimate to secure scheduling and initiate material procurement. The remaining balance is due at the time of final walk-through or upon substantial completion of the contracted scope of work -- whichever occurs first. | \$0.00      |

Total

**\$74,187.00**

Note to customer



# COUNCIL ACTION FORM

Date: 1-12-26

Presented By: Pam Broomhall

Subject: Nuisance Demolition - 819 Ridge Street. Agenda Item: 12

## Description:

819 Ridge Street is currently owned by Michael Muller of Eastvale California. Housing Official Casey Barnes has filed municipal infractions on the property for failure to register vacant property. Staff has received numerous complaints from neighboring property owners due to tall grass and unsecured property.

Three bids were received; high bid was \$14,000 and the low bid was submitted by CCS in the amount of \$7,200.00.

A bill will be mailed to the property owner and if not paid within the legal limit of 30 days, a lien (special assessment) will be filed on the property.

## FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-170-6490 Title: Other professional service

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

Actual Cost: \$7200.00

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:

Approve mayor to sign demolition contract.

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

|  |
|--|
|  |
|--|

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

TO \_\_\_\_\_

---

## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEMOLITION  
CONTRACT FOR A SINGLE-FAMILY DWELLING AT 819 RIDGE STREET**

**WHEREAS**, the city solicited bids to demolish an abandoned single-family dwelling located at 819 Ridge Street, and:

**WHEREAS**, 819 Ridge was posted unsafe to occupy in 2021 due to disrepair and general long-term neglect.

**WHEREAS**, three bids were received, the low bid was submitted by Commercial Contracting Services (CCS) of Keokuk in the amount of \$7,200.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF  
KEOKUK, LEE COUNTY, IOWA,**

**That**, the City Council hereby accepts the bid submitted by Commercial Contracting Services in the amount of seven thousand two hundred dollars, (\$7,200.00), and authorizes the mayor to sign a contract for said demolition.

Passed and approved this 15<sup>th</sup> day of January 2026.

---

Mark Smidt, Mayor

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



# COUNCIL ACTION FORM

Date: 1/15/26

Presented By: Chief Z. Baum

Subject: K9 Purchase Agenda Item: 13

## Description:

In November of 2025, the Keokuk Police Department submitted an application to the opioid fund committee for funding to purchase a K9 Officer. This application was recommended for approval to the Lee County Board of Supervisors. The Lee County Board of Supervisors approved the application during their regular meeting on December 16, 2025. This is a reimbursement fund that requires the purchase be made by the city in advance with proof of purchase and a reimbursement request to follow. The cost for the K9 officer, to include the training certifications for the K9 and his handler are \$23,723.11. This funding was approved for an amount up to \$31,000.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 001-110-6710 Title: Capital

Amount Budgeted: 0

Actual Cost: \$0

Under/Over: \$0

### Funding Sources:

General Fund \_\_\_\_\_  
\_\_\_\_\_

### Departments:

Police \_\_\_\_\_  
\_\_\_\_\_

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:

|  |
|--|
|  |
|--|

## Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

|  |
|--|
|  |
|--|

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

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**RESOLUTION APPROVING K9 OFFICER PURCHASE**

**WHEREAS**, the City of Keokuk, Iowa recognizes the need to maintain a reliable and effective K9 unit for its police department to enhance narcotics related enforcement measures, locating missing persons, and suspect apprehension; and

**WHEREAS**, the prior K9 unit is no longer in service and needs to be replaced with new unit utilizing general funds to be reimbursed through opioid settlement funds as approved by the Lee County Board of Supervisors on December 16, 2026.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** approves the purchase of a certified K9 Officer from K9 Working Dogs International, LLC for \$23,723.11.

**PASSED, APPROVED, AND ADOPTED** this 15th day of January 2026.

---

Mark Smidt, Mayor

ATTEST:

---

Celeste El Anfaoui, City Clerk





**NATIONAL K9 TRAINING CENTER**

877.880.0102 | info@K9wdi.com | K9wdi.com

DUNS # 83-242-1205 | FEIN # 26-2965782



GRANT AWARD / PROGRAM: # K9WDI-050625-01

DATE: MAY 6, 2025

Page 1 of 8

TO:

**Keokuk Police Department**  
ATTN: Capt. Tanner Walden  
1222 Johnson Street  
Keokuk, IA 52632

**GRANT AWARD NOTICE / PROGRAM PROPOSAL FOR :**

Specialized Patrol, Tracking, & Narcotics Detection K9, with  
Official Officer Handler Training Course and National Certification

Dear Captain Walden;

Thank you for your exemplary service with K9 Zsolt over these past 8 years! It has been my honor to work with you and be part of your career development and the extraordinary impact you have had on the citizens in and around the City of Keokuk. We're pleased to continue our relationship with KPD by providing you with this K9 LEAP Grant Award of \$6,000.00 and Program Proposal to provide One (1) Pre-Trained/ Specialized Multi-Purpose Police K9 for the purposes of: Patrol Functions, Narcotics Detection, Interdiction, Tracking/Location of missing persons, and Positive Community Impact and Public Relations within Keokuk and the surrounding areas. Included we will also provide the below described Official Nationally Recognized Handler/Officer Training Course (SCOTUS), Annual National Certification, K9 Equipment, complete 5 Year K9 Health & Performance Warranty, and ongoing Agency Supervisor & K9 Handler Support in-service training necessary to ensure the continued success of the KPD K9 Unit. The Training Standards adhered to meet and exceed all Supreme Court, State, & Federal Police K9 Operational Certification Standards required in the USA, Canada, South America, and Europe, (as noted below).

**Corporate Overview:** K9wdi was founded in 2000, established in Duisburg NRW Germany and formed in 2008 in the USA, with Kennel facility Headquarters and Regional Training Centers in Amsterdam Netherlands, Prague Czech Republic, and in the USA: We are honored to have a widely diverse and vastly experienced staff of eleven (11) Certified K9 Trainers & Active Duty Law Enforcement Instructors in North America, with an additional staff of twelve (12) K9 Trainers in Europe. K9wdi has supplied over 2,750 superior Police & Military Working Dogs and Specialized K9 Unit Training to Government and Law Enforcement Agencies in 32 + Countries worldwide. K9wdi is Federally Licensed as a K9 Training Center and Approved & Licensed Vendor / Supplier of Security K9s, Police Service K9s, Military Working Dogs, and K9 Handler Training Courses for Private Security Organizations, all State & Federal Agencies, meeting the standards set forth by the US DoD, Customs & Border Protection (CBP), the ATF, and US Dept. of Justice / DEA.

Approved State & Federal Government Contractor, with ORCA, and SAM Registration current and in good standing according to provision FAR 52.213-3. TIN/FEIN 26-2965782 with a sustained A++ Government Contractor Rating.

**Law Enforcement Exclusive Regional Training:** Recognized as per the Supreme Court of the United States SCOTUS, K9WDI provides the most Cutting-edge, Hands-On Training Courses and on-going Maintenance Training Agency Support programs; with Regional Training hosted by Law Enforcement Agencies, exclusive to LEOs. Practical modern training methodology comprised of classroom theory and field training exercises focused on reliability, accuracy, Operational Proficiency, and Risk Mitigation. K9wdi has a proven successful track record of providing K9 Teams with National Certifications that are recognized by the United States Supreme Court (SCOTUS), State, and Circuit Courts for nearly two decades! K9wdi National Certification may also include performance criteria set forth by outside certification standards such as: POST, RCMP, C.L.E.E.T., Agency SOP, NAPWDA, USPCA, NNDDA, NPCA, IPWDA, NORT, ATF, DoJ, DEA, etc.

**All K9wdi Police Service Dogs include our 5-Year Health & 5-Year Working Guarantee,** A full written warranty with coverage by K9wdi is provided that allows for the replacement of any K9 which has a debilitating genetic disease or inability in training which would prevent the K9 from operational reliability. All K9s include formal training and Health Inspection that exceeds State, National, International, and US DoD standards.

**Purchase / Order Terms:**

Purchase Order Number and/or Signed Program Acceptance Form (Page 5) must be processed by the date listed below.  
Complete payment is not due until: 100% by APR. 6, 2026.

**Due to limited Grant Funding this Program Proposal is only valid until: JANUARY 30, 2026. To accept this program proposal and proceed with further Grant Funding Assistance, Consultation, Needs-assessment, K9 Selection, Handler Course Enrollment Confirmation, etc., please process this Program Acceptance Form by completing Page 5 and return via email to: services@k9wdi.com**

We very much look forward to working with you! If you have any questions throughout this process, please email me at dk@k9wdi.com, or call me directly at 402-613-3193.

Sincerely,

David Kiewel, MDI, K9 SME, Director of Training, DEA Licensed  
NATIONAL K9 TRAINING CENTER  
K9 Working Dogs International, LLC



| Item  |  | Adjusted  | Ext. Price<br>ea. |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
|---|--|---|-------------------|---|---------------------------------------|---|----------------------------------|---|-------------------------|----------------------------|------------------------------------|----------------------------|---------------------------------------|-----------|---|--|---|---------------------------------------|-----------------------------|-----|
| 1   | <p>European Imported (MP-PSD K9) Multi-Purpose Police Service Dog : PATROL, NARCOTICS DETECTION, &amp; TRACKING \$22,750.00 ea</p> <p>Pre-Trained to National Standards: Agency SOP, LEPS, USPCA, NAPWDA, NNDDA, IPWDA, POST. Other: <u>Agency choice</u></p> <p>Operational Purpose: Patrol / Narcotics Detection / Interdiction / Missing Persons Location / Tracking / Area Evidence Search / Public Relations / Demonstrations. Full Patrol K9, Tactical Tracking, and Special Patrol operations / or SWAT – SRT K9.</p> <p>HANDLER CONTROL / OBEDIENCE:<br/>* See below</p> <p>PATROL:<br/>* See below</p> <p>TRACKING / TRAILING:<br/>* See below</p> <p>AREA EVIDENCE SEARCH:<br/>* See below</p> <p>NARCOTICS / CONTRABAND DETECTION:<br/>* See below</p> <p>Includes:<br/>FIVE YEAR K9 HEALTH &amp; WORKING WARRANTY, Basic K9 Equipment package, Handler Training, &amp; National Certification* See below</p> <p>K9 NAME / Breed / Microchip ID Number: ( pending Handler Selection/ Pairing / Agency Choice)<br/>European Imported, Socially Neutral:<br/>German Shepherd, Dutch Shepherd, or Belgian Malinois.: 16-30 Months old Female or Male, with complete health certification &amp; training records.</p> | <p>K9 LEAP Grant Award:</p> <p>(\$5,000.00)<br/>AN2025FY<br/>Q4-1 on<br/>05/06/2025</p> | \$17,750.00       |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
| 0   | <table><tr><td colspan="2">K9 EQUIPMENT PACKAGE: \$3,255.03</td></tr><tr><td>Dog Kennel (Vari #500 series airline approved plastic kennel crate)</td><td>2 x "Police K9" / patches for Harness</td></tr><tr><td>Dog water bowl (2 or 4 qt. stainless steel)</td><td>K9 Patrol / Duty Harness (Black)</td></tr><tr><td>2 x XL DT BALL / Narcotics Reward with tug handle</td><td>K9 Muzzle Black Leather</td></tr><tr><td>3 ft and 8 ft Patrol Leash</td><td>HS FurSavor Stainless Steel Collar</td></tr><tr><td>20 ft Sniff/Tracking Leash</td><td>HS Prong/Pinch Stainless Steel Collar</td></tr><tr><td>1 x Brush</td><td>Remote eCollar for Off Leash / Distance Control</td></tr><tr><td>1 x Covert bitesleeve (synthetic material)</td><td rowspan="2">1 x Semi-comp Full Body Bitesuit for Patrol K9 Apprehension maintenance training (fits 5'10" to 6'2" decoy)</td></tr><tr><td>1 x Patrol K9 Training Agitation whip</td></tr></table>   | K9 EQUIPMENT PACKAGE: \$3,255.03  |                   | Dog Kennel (Vari #500 series airline approved plastic kennel crate) | 2 x "Police K9" / patches for Harness | Dog water bowl (2 or 4 qt. stainless steel) | K9 Patrol / Duty Harness (Black) | 2 x XL DT BALL / Narcotics Reward with tug handle | K9 Muzzle Black Leather | 3 ft and 8 ft Patrol Leash | HS FurSavor Stainless Steel Collar | 20 ft Sniff/Tracking Leash | HS Prong/Pinch Stainless Steel Collar | 1 x Brush | Remote eCollar for Off Leash / Distance Control | 1 x Covert bitesleeve (synthetic material) | 1 x Semi-comp Full Body Bitesuit for Patrol K9 Apprehension maintenance training (fits 5'10" to 6'2" decoy) | 1 x Patrol K9 Training Agitation whip | <p>K9 LEAP Grant Award:</p> | n/a |
| K9 EQUIPMENT PACKAGE: \$3,255.03                                    |  |   |                   |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
| Dog Kennel (Vari #500 series airline approved plastic kennel crate) | 2 x "Police K9" / patches for Harness  |   |                   |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
| Dog water bowl (2 or 4 qt. stainless steel)                         | K9 Patrol / Duty Harness (Black)   |   |                   |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
| 2 x XL DT BALL / Narcotics Reward with tug handle                   | K9 Muzzle Black Leather  |   |                   |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
| 3 ft and 8 ft Patrol Leash  | HS FurSavor Stainless Steel Collar   |   |                   |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
| 20 ft Sniff/Tracking Leash  | HS Prong/Pinch Stainless Steel Collar  |   |                   |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
| 1 x Brush   | Remote eCollar for Off Leash / Distance Control  |   |                   |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
| 1 x Covert bitesleeve (synthetic material)                          | 1 x Semi-comp Full Body Bitesuit for Patrol K9 Apprehension maintenance training (fits 5'10" to 6'2" decoy)  |   |                   |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |
| 1 x Patrol K9 Training Agitation whip                               |  |   |                   |   |                                       |   |                                  |   |                         |                            |                                    |                            |                                       |           |   |  |   |                                       |                             |     |

|   |   |   |                   |
|---|---|---|-------------------|
| 1 | <p><b>Official Initial K9 Handler Training Course with National Certification: 120 POST Credit Hours</b></p> <p>For novice K9 Handlers with a trained MP-PSD. Topics include: Animal Psychology, Operational Methodology, Current Legal / Case Law, Report Writing, Training Logs, Handler Control/Obedience, Criminal Interdiction, Narcotics Detection, Tracking, and Patrol Deployment Tactics, to ensure an increase of reliability and mitigate liability of Multi-Purpose Police K9 Unit Teams serving in the State of Iowa.</p> <p><b>INCLUDES: Official 2025 Courseware Manual / Legal Case Law Updates, National Certification on Successful completion of practical and written exam assessments: Valid from course completion for 1 Year.</b></p> <p><b>Class Date:</b> DECEMBER 8-20, 2025 (12 consecutive 10 Hr. class days) 120 POST CREDIT HOURS<br/> <b>National Certification Valid Until:</b> 12 months from date of issue<br/> <b>Tuition:</b> \$5,891.10. <b>Host Agency / Class Location:</b> Rogers Police Department, AR<br/> <b>Host Hotel:</b> Embassy Suites, Rogers, AR (\$137 per night (not included))</p> <p><b>Officer/ Attendee Name:</b> Mason Schau <b>Email:</b> mschau@keokukpd.com <b>Phone:</b> 319-524-3131<br/> <b>Rank:</b> 1st Class <b>Years in Law Enforcement:</b> 3 <b>Prior K9 Handler Certification:</b> N <b>If Yes:</b><br/> <b>Handler Course Completed:</b> <b>Date:</b> <b>Certification Attained:</b><br/> <b>K9 Name:</b> <u>Urax</u></p> <p><b>NOTE: THIS COURSE SATISFIES THE REQUIREMENTS FOR INITIAL K9 HANDLER TRAINING &amp; NATIONAL CERTIFICATION OF POLICE SERVICE DOG TEAMS.</b><br/> <b>National Standard:</b> SCOTUS, USPCA, NAPDWA, NNDDA, IPWDA, NORT, POST.</p> <p><b>Training Scenarios to include:</b><br/> <b>PRACTICAL OBJECTIVES:</b></p> <p><b>HANDLER CONTROL &amp; OBEDIENCE:</b><br/> The K9 Teams will be required to perform within Operational Deployment scenarios: On and Off Leash Obedience, Situational Control, Agility, and Public Relations &amp; Demonstrations.<br/> Under distractions: SIT, DOWN, STAY, COME, HEEL, LOAD/UNLOAD, JUMP OVER, JUMP UP, RELEASE, QUIET.</p> <p><b>TRACKING / TRAILING:</b><br/> Locate Suspect or Missing Person; up to 3 Mile in Length &amp; 3 Hours in Age, 5 surface/road crossings, 3 evidence drops, 4 cross tracks in both Urban &amp; Rural terrain. (K9 is trained to follow Target Oder Specific Human Scent &amp; Ground Disturbance).</p> <p><b>PATROL:</b><br/> * Operational Obedience, Situational Control and Agility<br/> * Tactical Obedience – SWAT / SRT clearing formations<br/> * Building / Area Search: (clean sweep up to 10 acre area / 40,000 Sq.Ft. Building per deployment – suspect location)<br/> * Criminal Apprehension, and Non-compliance, &amp; Active Shooter Apprehension<br/> * Handler Protection and Public Ordinance<br/> * Combative/Resisting/Fleeing Suspect Apprehension<br/> * Re-call / Call-off of Compliant Suspect</p> <p><b>AREA EVIDENCE SEARCH:</b><br/> Clean sweep up to 10 acres per deployment for: 2 Grams Target Odor and above in size.</p> <p>(Continued on next page)</p> | <p><b>K9 LEAP Grant Award Allowance:</b></p> <p>(\$1,000.00)</p> <p>AN2025FY<br/>Q4-1 on<br/>05/06/2025</p> | <p>\$4,250.00</p> |
|---|---|---|-------------------|



|  |  |                                     |                                     |
|--|--|-------------------------------------|-------------------------------------|
| <p>(Continued)</p> <p><b>NARCOTICS / CONTRABAND DETECTION:</b><br/>Search All: Vehicle types, Packages, Open Areas, Schools, Jail, Residences &amp; All Building types.<br/>* Searches for and Indicates to (Passive alert) the following Narcotics Substances and All Derivatives of, TRACE to LARGE Odor Value, 5MG to 100+ Kilos:</p> <p><b>Opioids: Fentanyl, Heroin (Tar &amp; Powder), Cocaine (HCl &amp; Crack), Methamphetamine, Crystal Meth, MDMA, LSD, PCP, &amp; Psilocybin. Other: Marijuana</b></p> <p><b>NOTE:</b><br/><b>K9 MUST SUCCESSFULLY DETECT &amp; LOCATE THE SOURCE OF A TOTAL OF 60 (SIXTY) HIDES IN 120 SEARCH AREAS, TO INCLUDE 10 CONTROLLED TARGET ODOR SUBSTANCES, WITH 100% SUCCESS/ACCURACY RATE: NO K9 TEAM WITH FALSE INDICATIONS OR MISSED TARGETS WILL BE PERMITTED TO PASS.</b></p> <p><b>INSTRUCTOR QUALIFICATIONS INCLUDE:</b> Active Duty K9 Handlers/Supervisors, CLEET, CALEA, LEPS, POST, DEA Federally Licensed Canine Handler / Instructor, International Police Dog Judge / Instructor / Master Trainer / SCOTUS SMEs with a minimum of 10 Years field experience as Agency K9 Unit Supervisors with Nationally Accredited Qualifications. Instructors conduct each training session and act as K9 Group Coordinators and Program Advisors / Expert Witnesses for the duration of National Certifications attained.</p> <p><b>Contractor Support:</b> K9wdi maintains a Minimum of Ten (10) on-staff Certified Instructors.<br/><b>Training Course Provided by:</b> Minimum of Two (2) Certified Instructors conduct each class session.</p> <p><b>IN-SERVICE TRAINING / AGENCY SUPPORT PROGRAM (Included)</b><br/><b>Agency K9 Unit Supervisor Support, Handler / K9 In Service Maintenance Training Program.</b><br/><b>16 Hours per Month / 1 Year Service Contract – Bi-weekly on Mondays or Fridays at 0900- (In-Service Certified Instructor hosted Maintenance Training) .</b><br/><b>Regional In-Service Maintenance Training Host Location:</b><br/><b><u>Hosted by the Burlington Police Department, IA ;</u></b><br/><b><u>Valid for: 1 Year from Course Completion.</u></b></p> |  |                                     |                                     |
| 1  | PSD K9 Import / Shipping / Complete Health Certification & All Vaccinations, Internal/External Parasite Prevention etc. (ACTUAL) |                                     | \$1,723.11                          |
|  |  | Sub-Total<br>K9 LEAP<br>Grant Award | \$ 29,723.11<br>(\$ 6,000.00)       |
|  |  | Additional<br>Grants                | process<br>pending:<br>listed below |
|  |  | Program Total                       | \$ 23,723.11                        |

**K9 LEAP GRANT PROGRAM ACCEPTANCE FORM:**

**COMPLETE AND RETURN NO LATER THAN: JAN. 30, 2026**  
(WITHIN 30 DAYS)

**AGENCY:** KEOKUK POLICE DEPARTMENT, IA: K9 LEAP GRANT AWARD / PROGRAM # K9WDI-050625-01

**PROGRAM TOTAL DUE ON:** 100% BY 04/01/2026.

(May be from: K9 Fund, Prosecutors' Office, School District, General Operating Budget, Opioid Relief Funds, Asset-Forfeiture, Drug Fund, Jail In-take Fund, etc.)

**Terms:** as outlined; **Program Total Due:** NLT APR. 1, 2026 (Net-120 Days)

**Possible / Available Grant Funding:** *\*must be used as outlined above \**

**Grant 1 :** ( \$ 6,000.00 ) **Status:** *\*Approved on 05/06/25 (K9 LEAP Grant)*

**Grant 2 :** ( \$ ) **Status:** *process pending application submission: APPLY DEC 1, 2025 (USPCA / AKC REUNITE Grant)*

**Grant 3 :** ( \$ ) **Status:** *process pending application submission APPLY NLT DEC 1, 2025 (WAL-MART Grant)*

**Grant 4 :** ( \$ ) **Status:** *process pending application submission (OPIOID RELIEF Funds)*

**Accepted By:** \_\_\_\_\_ **Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Purchase Order or Reference Number:** \_\_\_\_\_ (If available)

**Remit to:** services@k9wdi.com

ATTN: Accounting / Enrollment  
FEIN: 26-2965782  
NATIONAL K9 TRAINING CENTER  
K9 Working Dogs International, LLC  
1245 TR 856  
Ashland, OH 44805

Thank you for allowing K9wdi to be part of your K9 Unit program, and for protecting the people in your community and surrounding areas!



## Enrollment Terms

Dated as above

K9 Working Dogs International, LLC (hereafter referred to as "K9WDI") and the undersigned Customer(s) (hereafter referred to as "Customer") hereby agree that K9WDI shall sell to Customer the Canine described below and shall provide Initial and continuation training services with respect to said Canine / Handler, in accordance with the following terms:

### 1. Description of Canine\*1:

The Canine to be sold and/or trained pursuant to this Agreement is described as follows and hereinafter referred to as the "Canine":

| Breed           | Gender | Age Range & Purpose | Name/Color |
|-----------------|--------|---------------------|------------|
| As stated above |        |                     |            |

### 2. Representations:

The following representations and conditions apply to the enrollment of the aforementioned Canine / Training Course:

Enrollment must be made prior to 15 days from Course Start Date (unless otherwise agreed).

K9WDI does NOT "Guarantee" successful completion or "Certification", as this is solely contingent on the progress and successful completion of course topics and the final Certification & Proficiency Requirements being met by both Handler & Canine.

K9WDI reserves the sole right to dismiss any Handler/Attendee, at any time (prior to, or during the Training Course), for any reasonable cause; To include, but not limited to: Inappropriate, offensive, or unprofessional behavior, inability or unwillingness to participate, etc.

K9WDI reserves the sole right to dismiss any Canine, for any reasonable cause; To include, but not limited to: Uncontrollable aggression, physically incapable of performing required training, lack of proper drive behavior, etc.

Cancellations must be made in writing, prior to 5 days from Course Start Date.

Officer Attendee & K9 will remain on Agency Insurance during and post Training Course.

The following representations and conditions apply to the aforementioned Canine:

At time of delivery Canine will be in good health and free of communicable diseases.

At time of delivery Canine will be current on all shots necessary for importation according to USDA Law.

Customer has 72 hours from date of delivery, to have the Canine examined by a licensed veterinarian and to personally inspect the Canine. Any health claims must be made within this time period. If Customer discovers any health problems with the Canine by or through its own inspection or that of the licensed veterinarian, Customer shall return the Canine to K9WDI. The Canine shall be shipped back to K9WDI at Customers sole expense."

As per the above described Canine; although I have not seen the Canine's condition or training first hand (However will do so on pick-up/selection), I have had the opportunity to review the Level of the Canines training.

### 3. Right of first refusal:

If Customer elects to sell the Canine or place the Canine elsewhere other than in Customer's possession, K9WDI shall have the right of first refusal to purchase the Canine from Customer at a mutually agreeable price.

### 4. Fees:

The fee for the purchase of the Canine shall be : outlined above

The fee for import into the United States shall be : outlined above

The fee for "Handler's Course" training & certification for Customer shall be : Outlined above

All fees shall be paid in full as outlined in Payment Terms below\*3.

| Cost                  | Additional Fees | Payment Terms        | Delivery Timeline  |
|-----------------------|-----------------|----------------------|--|
| <u>outlined above</u> | N/A             | PO#<br><br>INVOICE # | Canine Pick-up / or Course Start Date as noted in invoice / <u>order</u> *7. |



5. Lien:

Customer grants to K9WDI a lien on the Canine for amount of all unpaid amounts owed by Customer to K9WDI pursuant to this Agreement. K9WDI has the right to retain (or obtain) possession of the Canine and sell the Canine to satisfy any such lien.

6. Duty of Customer:

Customer acknowledges that changes in environment, training techniques and handler or living conditions may cause some behavioral and physical instability in some Canines. Customer agrees to immediately notify K9WDI regarding any problems and to follow all written and oral instructions given by K9WDI. Customer does hereby fully understand and agree that orientation, conformity and acceptance by the Canine of Customers environment, household and working environment may take a period of time of between 3 and 5 weeks. If Customer should cancel their order or fail to complete all payments according to the terms named herein; K9WDI reserves the right to charge a minimum of 25% of the total purchase fees named in this agreement for restocking, and \$35.00 per day until the Canine is resold. K9WDI will show due diligence to resell the dog within a period of 6 months maximum. Fees not to exceed the total Purchase Fees as written in this agreement. Should Customer take possession of said Canine According to the terms listed in this agreement and fail to complete payment; K9WDI shall collect the total amount due in addition to 25% of total purchase fees as agreed upon herein. It is hereafter agreed upon by Customer that any unpaid moneys will be pursued to the full ability of K9WDI and K9WDI's legal representatives.

7. Disclaimer of warranty:

It is understood and agreed by the parties that K9WDI is not an insurer and does not guarantee against any safety risks arising out of the use, acts or ownership of the Canine and occurring to Customer, Customer's family, Customer's employees or any other persons or entities. K9WDI guarantees that the said Canine is indeed as outlined within this contract/purchase form (Also as referenced: Section 9 Limited Warranty). K9WDI shall not be responsible for any claims arising out of any actions by the Canine provided by K9WDI after said Canine is no longer in K9WDI's direct control and possession. Customer agrees to carry said Canine under their Insurance reserve fund, and to hold K9WDI, its agents, employees and representatives harmless for any claims arising out of the use, acts or ownership of the Canine after taking possession/ownership.

8. Training:

Customer understands and agrees that in order to achieve and maintain the above standard of training, the Customer must follow all instructions of K9WDI and must maintain training of the Canine on a regular basis. Utilization of a trainer not authorized/approved by K9WDI will void any obligations by K9WDI for the training of the Canine, and K9WDI is in no way responsible for any deterioration of training or training level of said Canine.

9. Limited Warranty:

5-Year Working Guarantee

Said Canine is being purchased with K9WDI's '5-Year Working Guarantee': K9WDI Guarantees that said Canine will retain the Level of Training outlined in this Purchase Form for a period of 5 (five) Years. During this time, Handler/K9 must maintain daily training records and attend required annual training/certification and remain commissioned appointment in the State they serve in. If the Customer feels the said Canine lacks the accuracy of training/performance as outlined, and needs refresher or continuation training, a 60-Hour Handler Course Training may be attended at a discounted rate of 25% off tuition cost, or a 30 day In-Center Refresher Training course may be requested and confirmed via registered mail. K9WDI will honor the 30 day In-Center Refresher Training at no monetary charge to Customer for said Training, as often as necessary at a daily board/care rate of \$35.00 per day\*4. If Customer wishes to advance the said Canine to another Level of training; the Lifetime Training Guarantee will extend to the new Level of Training ONLY upon canines completion of the next Level of Training with K9WDI\*5.

5-Year Health Guarantee

Said Canine is being Purchased with K9WDI's '5-Year Health Guarantee': Replacement/Credit is as follows, from date of Purchase; 30 Days: 100%, 2-12 Months: 75%, 13-24 months : 50%, 25-36 months: 30%, 37-60 months: 20% of Purchase Price towards Replacement/Credit of replacement Canine at current list price. Customer shall have the right to request a replacement Canine of comparable price, breed, age, sex and training as the said original Canine (if possible) due to said original Canine having a preexisting health issue(s)\*6 that cannot be treated by modern medicine that would prevent the Canine from performing the tasks required for Service. In the case that Customer wishes to have said Canine replaced; K9WDI shall retain the sole right to make all final replacement decisions.

Process

Replacement request must be given in writing via Registered Mail or overnight mail with a tracking number and delivery confirmation, and must be received by K9WDI as outlined above. In the event that K9WDI agrees to replace said Canine; Customer must surrender original Canine and all original documents pertaining to Canine (i.e. pedigree, registration documents, vet records, show records, etc.) to K9WDI at the time of request. If Customer does not follow all procedures, Customer forfeits all rights to a replacement Canine. If K9WDI agrees to replace the Canine, K9WDI shall supply a suitable replacement Canine within a practical time period after the Canine named in this agreement has been returned. Customer shall be responsible for transportation costs of the original Canine and replacement Canine. In order to maintain K9WDI's pricing structure all sales are final (unless Customer follows all above request guidelines; then K9WDI shall replace the Canine according to the terms written herein). K9WDI does not issue monetary refunds (deposit, purchase or training/handler's course). Customer shall have the right to refuse said original Canine or replacement Canine upon delivery due to debilitating health reasons. Customer understands that there is an adjustment period for animals in a new environment, and that it is not uncommon for Canines to show confusion and/or discomfort to their new home during the process of becoming acclimated to/with the new environment. Customer also understands the process of transition from owner to owner and will be committed to building trust and understanding in order to establish a relationship with the Canine. As the process of adaptation and bonding does not happen overnight, Customer understands that they must exhibit patience and be dedicated. Customer agrees that they have talked with K9WDI and feel that they understand that the process of bonding and adapting takes some time and they are willing to spend the time with said Canine in order to make his/her transition as comfortable as possible.



10. Assumption of risk:

Customer acknowledges that Police Service Canine training, care, and handling may be an activity in which damage or injury to Canines, other animals, possession or persons may occur. Customer assumes all risk of any such damage or injury. Customer further agrees that Customer, Customer's heirs, assigns or legal representatives will not make any claim against K9WDI, its agents, employees or representatives for any such damage, liability, injury or occurrence directly or indirectly.

11. Liquidated damages:

It is understood and agreed by all parties that it is impractical and extremely difficult to fix actual damages, if any, which may proximately result from the failure on the part of K9WDI to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of K9WDI and agrees that K9WDI shall be exempt from liability for loss, damage or injury due directly or indirectly from any errors or omissions of K9WDI in performing this Agreement or the services performed hereunder, but that should K9WDI be found liable for any loss, damage or injury, K9WDI's liability shall be limited to a sum equal to \$500.00 (five hundred dollars). Such damages shall be Customer's exclusive remedy in event of an alleged breach of this Agreement by K9WDI, its agents or employees. It is hereby understood that K9WDI represents its products and services under the terms of this agreement only. No outside source or publication will be used in reference to this agreement or the products or services named herein. Agency (Customer) will retain and maintain Insurance coverage of K9 and Handler/Officer during and post training.

12. Period of limitations:

It is agreed upon herein that the time period in which any suit or action shall be initiated against K9WDI by Customer for any reason including but not limited to breach of this Agreement must be within 1 (one) year of the date that K9WDI attempts delivery of said Canine / Handler Training Course as stated herein.

13. Governing law and venue:

This Agreement shall be governed by and construed according to the laws of the State of Ohio and the parties agree that the place of venue / transaction commenced at K9WDI in the State of Ohio.

14. Captions:

The captions of the several paragraphs hereof are for convenience only and shall not be construed to be a part of this Agreement.

15. Signing capacities / Ownership:

Customer agrees and affirms that the Customer is the only buyer of the Canine. Customer shall be the Sole Owner of the Canine, in the respect of ownership and acceptance / signing capacities. This agreement is signed under the agreement that Customer alone shall have sole ownership rights to the Canine.

16. Entire agreement:

This Agreement constitutes the entire Agreement between Customer and K9WDI and supersedes any/all other agreements, discussions or representations, written or verbal previously made between K9WDI and Customer. Any amendment or modification of this Agreement shall be in writing and shall be labeled with the amendment number 1 (i.e. Amendment Number 1, 2, 3, 4 etc) and shall be signed by all parties.

Executed as of the date written above, acceptance of Services / Products and payment acknowledges that Customer agrees to all of the terms and conditions stated herein.

\*1 Description of said Canine in section 1 is a guideline of general classifications used to describe the desired Canine; K9WDI reserves the right to make all final decisions on the exact final Canine to be chosen for placement with Customer. Training Levels are based upon the Levels described on k9wdi.com and are subject to change without notice to Customer; In the event of any change made to K9WDI's Training Levels all new changes take effect in this agreement.

\*2 Normal Handler Course time is 4-6 hours per day, however, the actual length of the optional Handler Course is left solely to the discretion of the K9WDI appointed "Trainer". Customer is responsible for all travel costs for Trainer(s) separately prior to delivery; including, but not limited to flight for handler(s), hotel, food and transportation etc. The Handlers Course fees must be paid prior to delivery. International deliveries will include an additional two days for travel.

\*3 Complete payment must be made prior to possession of said Canine being transferred to Customer. If Customer refuses to complete payment for any reason K9WDI will issue an invoice for the remaining balance. If the remaining balance is not paid within a time specified in the invoice; K9WDI will retain Deposit Funds and this Purchase Form will become Null and Void at that time. In the event that a Canine delivered to the Customer is refused upon delivery Customer is still required to complete payment in accordance with the terms of this written agreement. This is a legally binding contract, and by signing and initialing you are legally obligated to complete payment agreed upon in writing herein.

\*4 Boarding fees of \$35.00 per day apply.

\*5 Normal In-Center Training Rates apply for all Advancement Training.

\*6 Existing Prior to Purchase from K9WDI.

\*7 Delivery dates may be adjusted depending on flight availability, Canine & Trainer availability and Scheduling arrangements.

\*8 Upon receipt of this completed Purchase Form "K9WDI", acting as a DBA of K3 Working Dogs International, LLC will approve the information stated herein and supply a copy of the original to Customer.

\*9 By signing this document Customer is agreeing to be legally bound to all of the terms and conditions written herein.

\*10 K9WDI will approve the original and one copy for Customer with a perforated seal. Only the officially approved copy of this agreement will be upheld in any and all cases. Final approval is the decision of K9WDI.



December 16, 2025

The Board of Supervisors of Lee County, Iowa met on Tuesday, December 16, 2025, at 9:00 a.m. at the County Administration Building, 933 Ave H, Fort Madison, Iowa.

Present: Denise Fraise, Ginger Knisley, Garry Seyb, Chuck Holmes and Tim Wondra.

All votes are unanimous unless indicated otherwise.

The Board opened the meeting by reciting the Pledge of Allegiance.

Moved by Holmes, seconded by Wondra, to approve the agenda. Motion carried.

Moved by Knisley, seconded by Wondra, to approve the Consent Agenda which consisted of Tuesday December 9, 2025 Board minutes, claims for payment, two Tax Abatement Resolutions and a Class "C" Retail Alcohol License for Tena's Tap II LLC for a period from November 6, 2025 to November 5, 2026. Roll Call: Knisley-aye, Wondra-aye, Seyb-aye, Holmes-aye and Fraise-aye.

RESOLUTION NO. 2025-125

WHEREAS, the Board of Supervisors of Lee County has by Ordinance Number VI-11 adopted a plan for a County-wide Urban Revitalization Tax Exemption District in Lee County, Iowa; and,

WHEREAS, Iowa Code Section 404.4 provides for prior approval of eligibility for a tax exemption by the governing body of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LEE COUNTY, IOWA, that they hereby approve the application of: James & Jacque Moeller, 1941 Otte Rd., West Point, IA 52656.

For exemption from taxation according to the provisions of Iowa Code Section 404.3, §3. Said applications shall be forwarded to the County Assessor for review pursuant to the provisions of Section 404.5 Code of Iowa.

PASSED AND APPROVED this 16<sup>th</sup> day of December, 2025.

Lee County Board of Supervisors /s/ Denise Fraise, Chair; /s/ Ginger Knisley, Vice Chair; /s/ Garry Seyb, Member; /s/ Chuck Holmes, Member; /s/ Tim Wondra, Member. Attest: /s/ Sherri Yasenchok, Auditor. Motion carried.

RESOLUTION NO. 2025-126

WHEREAS, the Board of Supervisors of Lee County has by Ordinance Number VI-11 adopted a plan for a County-wide Urban Revitalization Tax Exemption District in Lee County, Iowa; and,

WHEREAS, Iowa Code Section 404.4 provides for prior approval of eligibility for a tax exemption by the governing body of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LEE COUNTY, IOWA, that they hereby approve the application of: Bonnie Peterson, 1885 Mud Creek Ln., Fort Madison, IA 52627.



For exemption from taxation according to the provisions of Iowa Code Section 404.3, §3. Said applications shall be forwarded to the County Assessor for review pursuant to the provisions of Section 404.5 Code of Iowa.

PASSED AND APPROVED this 16<sup>th</sup> day of December, 2025.

Lee County Board of Supervisors /s/ Denise Fraise, Chair; /s/ Ginger Knisley, Vice Chair; /s/ Garry Seyb, Member; /s/ Chuck Holmes, Member; /s/ Tim Wondra, Member. Attest: /s/ Sherri Yasenchok, Auditor. Motion carried.

Moved by Knisley, seconded by Holmes, to approve the Claims for the Board of Health/EMS Building Project. Motion carried.

|                   |         |             |
|-------------------|---------|-------------|
| Carl A. Nelson    | BOH/EMS | \$1,569.09  |
| Carl A. Nelson    | BOH/EMS | \$17,460.61 |
| Mohrfeld Electric | BOH     | \$2,965.00  |

Public Input: Al Nelson, Rural Argyle, asked the Board to investigate moving the Board meetings to the Lee County Correctional Center.

Moved by Holmes, seconded by Seyb, to approve Change Request #23 - Arnold Refrigeration, New valves, in the amount of \$3,617.06. Motion carried.

Moved by Seyb, seconded by Knisley, to approve the FY2026 Lee County Budget Amendment and setting Public Hearing for Friday, January 2, 2026 at 10:05 a.m. Motion carried.

Moved by Holmes, seconded by Seyb, to approve the Federal Aid Agreement Project #BRS-5195(606-60-56, Bridget Replacement in the City of Montrose with the preliminary cost of \$600,000.00. Motion carried.

Moved by Knisley, seconded by Seyb to approve the Keokuk Courthouse Proposal. After discussion Knisley amended her motion seconded by Seyb, to table it until they receive more information. Motion carried.

Moved by Seyb, seconded by Wondra, to approve the Amended Opioid Funding Application for Keokuk Homeless Alliance. Motion carried.

Moved by Knisley, seconded by Seyb, to approve Opioid Funding Application for Keokuk Police Department in the amount up to \$31,000.00. Motion carried.

Moved by Holmes, seconded by Knisley, to approve Opioid Funding Application for Lydia House in the amount up to \$50,000.00. Motion carried.

Received and Filed the Sheriff's Report of Fees Collected for the month ending November 30, 2025.

Moved by Knisley, seconded by Seyb, to approve a Promotion for the Maintenance Department, Kent Brisby, from Building and Grounds Maintenance Tech, Class V step III \$24.01/hr. to Supervisory Building and Grounds Maintenance Tech, Class VI Step 1 \$25.96/hr., effective 12/27/2025. Motion carried.

Committee Reports: Knisley reported on a Friend of Lee County Childcare meeting along with Seyb, a Rural Health Transformation Federal Grants webinar, attended District 5 meeting on Friday along with the other four Board members, a Board of Health meeting and a Best you meeting. Wondra reported on a 911

meeting along with Seyb, and a Southeast Iowa Regional Economic and Port Authority meeting along with Seyb. Holmes reported on a Conservation District meeting held at Heron Bend. Seyb reported on a Southeast Iowa Regional Planning Commission meeting, Meller Health Center Ribbon Cutting ceremony. Fraise reported on a RUSS meeting.

Moved by Seyb, seconded by Holmes, to go into closed session Pursuant to Iowa Code 21.5(1)(j). Present in closed session were Board member Seyb, Holmes, Fraise, Wondra, and Knisley, Attorney Ross Braden, Deputy Auditor Michelle Dodson and Auditor Sherri Yasenchok. At 10:20 a.m., a motion was made by Knisley, seconded by Holmes to go out of closed session. Motion carried.

Moved by Holmes, seconded by Seyb, to proceed with bid process to purchase property. Roll call: Holmes-aye, Seyb-aye, Wondra-aye, Knisley-aye and Fraise-aye.

Meeting was adjourned at 10:36 a.m. The next regular meeting will be held on December 23, 2025 at 9:00 a.m. at the Lee County Administration Building in Fort Madison.

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Denise Fraise, Chair

Attest: \_\_\_\_\_  
Sherri Yasenchok, Lee County Auditor



**GRANTEE: Keokuk Police Department**  
**DATE OF AWARD LETTER: Dec. 15, 2025**  
**PROJECT COMPLETION DATE: 12/31/2026**  
**GRANT AMOUNT: \$31,000**

**LEE COUNTY BOARD OF SUPERVISORS**  
**Opioid Settlement Funds Grant**

THIS Agreement ("Agreement") is made by and between Lee County, Iowa, (the "County") 933 Avenue H, Fort Madison, Iowa, 52627 and Keokuk Police Department, 1222 Johnson Street, Keokuk, IA 52632 (the "Grantee") (Collectively "the parties").

WHEREAS the Lee County Board of Supervisors is the elected body representing Lee County, Iowa; and

WHEREAS, Lee County, as a local government is a participating entity in national opioid settlement funds as part of national settlements with various distributors and manufacturers of opiates for the purpose of addressing opioid abuse and co-occurring substance abuses in Lee County; and

WHEREAS, the Grantee submitted a grant application ("Application") to the County and the County determined that the Grantee and its proposed Project are eligible for funding under the guidance established by a memorandum of understanding and Core Strategy Exhibits provided as part of the MOU; and

WHEREAS, in approving the Application, the County has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application; and

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree to the following terms and conditions:

**1. COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred directly for the development of the Project.

**2. GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by County.

**3. PROJECT.** "Project" means the specific project and detailed costs outlined in Grantee's application. No other costs are considered allowable unless and until submitted to the County by the Grantee as described in this Agreement and approved by the Lee County Board of Supervisors.



**4. PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the date of this agreement and ending with the Project Completion Date, or June 30, 2026, whichever is sooner. No project expenses can be incurred following that date without prior approval of the Lee County Board of Supervisors.

**5. PRIOR EXPENSES.** No expenditures made prior to the agreement may be included as Project costs for the purpose of this Agreement.

**6. TOTAL PAYMENT.** Total payment of County opioid funds under this Agreement shall not exceed \$31,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. Any termination, reduction, or delay of opioid funds to the County may result in a termination, reduction, or delay of County funds to the Grantee.

**7. REPAYMENT OBLIGATION.** In the event that any opioid settlement funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to County for the full amount of any claim disallowed and for all related penalties incurred. If the County determines at any time, based on the authority and directive provided by the Iowa State Auditor or Iowa Attorney General's Office, whether through monitoring, internal, state or federal audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to a final determination of the disallowance of costs. If it is the Iowa Attorney General final determination that costs previously paid by County are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to the County any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

**8. REPORTING REQUIREMENTS.** The Grantee shall provide, review and sign reports as specified below in the form and content specified by the County. 1. Quarterly: A report describing work completed in each quarter due the last day in January until the project is deemed completed by the Grantee. Within 60 days after the Project completion date, a report documenting completion of the Project include photos, and a narrative of the activities completed signed by the Grantee's authorized representative.

**9. PAYMENT PROCEDURES.** Payment shall reimbursements for costs incurred based invoices and receipts for payment provided to County by grantee. Invoices shall be provided to County with receipts of payment within 60 days of payment date

**10. DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for County to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and



timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; d) utilizing grant proceeds for purposes not described in approved project application/description, or for expenses that are not Costs Directly Related to the Project. The County shall issue a written notice of default providing therein a thirty (30) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

**11. TERMINATION.** This Agreement may be terminated in the following circumstances: a) As a result of the Grantee's default under this Agreement and failure to cure within the time period provided; b) immediately, as a result of the termination or reduction of funding to County or Grantee or the de-authorization of County to engage in activities or conduct business under this Agreement; or c) immediately upon written mutual agreement by all parties to terminate the Agreement.

**12. REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

**13. NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

**14. WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, County may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

**15. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

**16. COMPLIANCE WITH EE0/AA PROVISIONS/EMPLOYMENT OF INDIVIDUALS LEGALLY AUTHORIZED TO WORK IN IOWA.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. The Grantee shall only employ individuals legally authorized to work in the State of Iowa. A breach of this provision shall be considered a material breach of this Agreement and all or a portion of the assistance received is subject to recapture.



**17. INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa, Lee County and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the County or any other Indemnified Party.

**18. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS.** The County shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit the County or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of the County, the Grantee shall deliver to County or its agents said documentation or materials within 30 days.

**19. PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by the County regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

**20. SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**21. GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Lee County or the United States District Court for the Southern District of Iowa.

**22. LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the funds provided by the County are subject to guidelines provided through the MOU with



the State of Iowa and National Opioid Settlement Trust. Should rules be adopted which alter eligible uses of the funds, the Grantee shall not hold the County liable in any manner for the resulting changes. The County shall use best efforts to provide thirty (30) days written notice to the Grantee of any consequential rule change affecting eligible uses of the opioid funds. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the rule-making change. Nothing in this paragraph shall affect or impair the County's right to terminate the Agreement pursuant to the termination provisions.

**23. WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of County and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**24. NONAGENCY.** The Grantee, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the County or any agency, division or department of the County simply by virtue of work performed pursuant to this Agreement. The Grantee's employees shall not be considered employees of the County for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

**25. ORDER OF PRIORITY.** In the event of a conflict between documents, the following order or priority shall be applied: (a) Articles 1-31 of this Grant Agreement; (b); Application Information, as sent to county and on file with the County Grant Writer.

**26 INTEGRATION.** This Agreement contains the entire understanding between the Grantee and the County and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

**KEOKUK POLICE DEPARTMENT:**

BY: \_\_\_\_\_  
Zeth Baum, Keokuk Police Chief

DATE: \_\_\_\_\_

**LEE COUNTY, IOWA:**

BY: \_\_\_\_\_

Denise Fraise, Chair Board of Supervisors

DATE: \_\_\_\_\_

Prepared by: Ross J. Braden, Lee County Attorney



# COUNCIL ACTION FORM

Date: January 12, 2026

Presented By: Broomhall

Subject: Set public hearing: rezoning request 4045 Main Street Agenda Item: 14

## Description:

Rairden's Towing & Transport, LLC, desires to rezone a portion of 4045 Main Street from C-2, General Commercial & R-1, single family dwelling district to an M-2 Heavy industrial district to use the property as a vehicle impound yard.

The City Planning Commission reviewed the request on November 17, 2025 and made a recommendation to the City Council to rezone as a conditional rezoning. The recommendation is to allow the rezoning only allowing a vehicle impound storage yard and no other industrial uses on the property and fencing be installed. An agreement to the conditions must be signed by the property owner before the public hearing ends.

I do not agree with the City Planning Commissions recommendation, the 2018 Keokuk Comprehensive plan future land use shows the property's best use as commercial, this area is a gateway to our community, there is an existing vehicle salvage yard at the other entrance to our community. I will provide additional information for the public hearing.

A public hearing is required for any zoning amendments.

## 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:

## Set public hearing

## Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

|  |
|--|
|  |
|--|

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

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**RESOLUTION SETTING A PUBLIC HEARING ON THE APPLICATION FOR ZONING  
CHANGE FOR PROPERTY LOCATED AT 4045 MAIN STREET, KEOKUK, IOWA**

**WHEREAS**, the City of Keokuk is a municipal corporation organized pursuant to the laws of the State of Iowa, and

**WHEREAS**, the City of Keokuk received an application for zoning change at the following property to change the zoning district from C-2 General Commercial & R-1 Single Family Dwelling District to M-2, Heavy Industrial on the condition that the property to be limited to uses vehicle impound storage yard and any use permitted in the C-2 General Commercial District:

Commonly known as 4045 Main Street, and

**WHEREAS**, the Code of Iowa Section 414.4 requires city councils to hold a public hearing before amending zoning district boundaries and regulations, and

**WHEREAS**, the City Council of the City of Keokuk desires to gather public comments on the proposed rezoning of said property.

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

1. That the City Council hold a public hearing on the 5<sup>th</sup> day of February, at 5:30 p.m., in the City Council Chambers at Keokuk City Hall, 501 Main Street giving all interested persons the right to appear and be heard on said application for zoning change.

2. That the Mayor and City Clerk of the City of Keokuk, Iowa are hereby authorized and directed to cause a notice of such public hearing to be published in the Daily Gate City not more than twenty days nor less than four days prior to the date of such public hearing, pursuant to Iowa Code 362.3 and 414.4.

Passed and approved this 15<sup>th</sup> day of January 2026.

---

Mark Smidt, Mayor

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



# COUNCIL ACTION FORM

Date: January 15, 2025

Presented By: Brian Carroll, PWD

Subject: Airport Terminal Rehab Project - CO #1 Agenda Item: 15

## Description:

The initial phase of the Airport Terminal Rehab Project included removal of existing wall coverings and ceiling finishes. Upon exposing the building structure and completing an inspection, it was observed that more than half of the ceiling joists had failed, likely due to excessive loading. In addition, the wall framing along the hangar-side of the terminal building was found to be improperly constructed and not consistent with current structural standards.

Attached is change order #1 related to the Airport Terminal Rehab Project. McClure has developed exterior elevations to better show what the exterior would look like when completed. McClure has provided additional information and detail related to materials and construction expectations. The expected cost of change order #1 is \$137,980.

We are going to work to put as much of the cost of this change order into the current grant so that the local match will be 5%. However, we do know that some of this change order will be at a 10% local match level. To be most conservative, we would expect the local match related to this change order to not exceed \$13,800.

## FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-280-6710 Title: CAP EQUIP-AIRPORT

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

Actual Cost: \$137,980

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

### Funding Sources:

FAA IIJA

Airport

### Departments:

Airport

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:

|  |
|--|
|  |
|--|

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

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]



**RESOLUTION NO.**

**A RESOLUTION APPROVING A CHANGE ORDER FOR THE  
AIRPORT TERMINAL REHABILITATION PROJECT**

**WHEREAS**, the City Council of Keokuk, IA has awarded a contract for Jim Barton Construction for the Terminal Building at the Municipal Airport; and

**WHEREAS**, finding the existing building was improperly constructed and not consistent with current structural standards; and

**WHEREAS**, McClure Engineering has issued Changer Order #1 in the amount of \$137,980 to properly rehabilitate the building; and

**NOW THEREFORE; BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA:** that Change Order #1 be approved in the amount of \$137,980 with the City's local match not to exceed \$13,800.

**Passed this 15<sup>th</sup> day of January 2026.**

---

Mayor – Mark Smidt

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Attest – Celeste El Anfaoui



Keokuk Terminal Rehabilitation - Basis for Change Order  
To: Keokuk Airport Commission  
From: Adam Thompson, McClure Engineering Project Manager  
Date: 1-09-26

The initial phase of the rehabilitation project included removal of existing wall coverings and ceiling finishes. Upon exposing the building structure and completing an inspection, it was observed that more than half of the ceiling joists had failed, likely due to excessive loading. In addition, the wall framing along the hangar-side of the terminal building was found to be improperly constructed and not consistent with current structural standards.

Following these findings, multiple repair and rehabilitation alternatives were evaluated to determine a safe, code-compliant solution. The following alternatives were analyzed to determine the best path forward:

**Repairing Failed Ceiling Joists:** This option was not viable due to the existing roof's minimal pitch and the inability of the current wall framing to support the additional loads associated with upsized replacement joists.

**Supporting Existing Ceiling Joists with a Center Beam:** This option was not feasible due to insufficient ceiling clearance to accommodate the installation of a structural support beam.

**Repairing Ceiling Joists and Constructing a New Load-Bearing Wall:** This alternative was determined to be infeasible after it was confirmed that the existing foundation does not meet current code requirements and cannot support the increased structural loads.

**Constructing a New Wall and Roof Structure on the Existing Foundation:** This option was eliminated because the existing foundation does not meet current loading or frost-depth requirements. The trench footing was constructed to a depth of approximately 24 inches, which does not satisfy minimum frost-depth criteria.

**Constructing a New Foundation, Wall, and Roof Structure:** After reviewing all feasible alternatives, complete reconstruction from the ground up was determined to be the only viable solution. This approach ensures the terminal building is structurally sound, meets applicable building codes, and can be safely constructed to support current and future loading requirements.

This evaluation forms the basis for the proposed change order.

CHANGE ORDER NO. 1

OWNER: City of Mount Pleasant, Iowa

PROJECT: Airport Terminal Rehab

To: Jim Barton Construction

McClure #: 2024001925-000

Contractor

1208 W Washington Street, Mount Pleasant, Iowa 52641

Contractor Address

PAGE: 1

You are directed to make the following changes in this contract:

## 1. Description of change to be made:

- 1 Building Demolition and Disposal
- 2 Delegated Design Engineering, Misc Items, Gas Meter, Sewer, Water, Protect Electronics
- 3 Roof Structure and Metal Roof Exterior  
Snap-Lock 26 gauge metal roof panels, color determined by airport manager, 3/12 roof pitch, mono sloped roof trusts, adjacent hangar will not bare any structural roof load.
- 4 Sidewalks Structure and Metal Siding  
29 gauge metal siding, color determined by airport manager, white vinyl single hung low-E windows, total windows 4-36"x48", 1-60"x48", 1-72"x48", 10' sidewall height, 2x6 wall framing, exterior sheeting, R-20 insulation, as well as any and all industry standard
- 5 Foundation and Floor  
As designed by contractors engineer, reviewed by client engineer for compliance with applicable codes
- 6 Exterior Site Work  
5" pcc paved around terminal building with positive drainage away from building to the storm intake

## 2. Reason for Change:

- 1 The initial phase of the rehabilitation project included removal of existing wall coverings and ceiling finishes. Upon exposing the building structure and completing an inspection, it was observed that more than half of the ceiling joists had failed, likely due to excessive loading. In addition, the wall framing along the hangar-side of the terminal building was found to be improperly constructed and not consistent with current structural standards. After reviewing all feasible alternatives as detailed in the attached memo, complete reconstruction from the ground up was determined to be the only viable solution. This approach ensures the terminal building is structurally sound, meets applicable building codes, and can be safely constructed to support current and future loading requirements.

## 3. Settlement for the cost of making the change shall be as follows:

| Contract Item No. | Item Description  | Quantity | Unit | Unit Price                               | Total Price  |
|-------------------|---|----------|------|--|--------------|
| 1                 | Building Demolition and Disposal                        | 1        | LS   | \$ 6,000.00                              | \$ 6,000.00  |
| 2                 | Delegated Design Engineering, Misc Items, Gas Meter, Se | 1        | LS   | \$ 13,000.00                             | \$ 13,000.00 |
| 3                 | Roof Structure and Metal Roof Exterior                  | 1        | LS   | \$ 49,900.00                             | \$ 49,900.00 |
| 4                 | Sidewalks Structure and Metal Siding                    | 1        | LS   | \$ 19,700.00                             | \$ 19,700.00 |
| 5                 | Foundation and Floor                                    | 1        | LS   | \$ 39,980.00                             | \$ 39,980.00 |
| 6                 | Exterior Site Work                                      | 1        | LS   | \$ 9,400.00                              | \$ 9,400.00  |
|                   |   |          |      | \$ -                                     | \$ -         |
|                   |   |          |      | TOTAL CHANGE ORDER NO. 1 = \$ 137,980.00 |              |

## 4. This change order will result in a net change in the contract completion time and a net change (increase or decrease) in the cost of the project as shown below:

|  | Contract Amount |        | Contract Completion Date |
|--|-----------------|--------|--------------------------|
| Approved funds and working days as per Contract. | \$303,530.00    |        | February 28, 2026        |
| Change due to this C.O. (+ or -)                 | \$ 137,980.00   | 45.46% | 30 Additional Days       |
| Totals including this C.O.:                      | \$441,510.00    |        | January 30, 2025         |

The change described herein is understood, and the terms of settlement are hereby agreed to:

McClure - ENGINEERBy DATE: 1/9/2026Jim Barton Construction. - CONTRACTOR

By \_\_\_\_\_

DATE: \_\_\_\_\_

City of Keokuk, Iowa - OWNER

By \_\_\_\_\_

DATE: \_\_\_\_\_





# COUNCIL ACTION FORM

Date: 1-15-2026

Presented By: Ferneau

Subject: Catalyst Grant Application for 1100 block Main Street Agenda Item: 16

## Description:

Main Street Keokuk has been working with a developer on the potential to redevelop the properties they currently own at 1124-28 Main Street. The developer is still working on details of their Project, but one of the items they are looking to seek is funding through Iowa Economic Development Administration's Catalyst Grant program. This is a funding source of up to \$100,000 towards overall project rehabilitation costs. The pre-application is required to be submitted by the end of the month, and requires a local match. There is not a fixed dollar amount that has to be provided, but typically the state does seek a significant in-kind cash or labor contribution to the project. Successfully projects have previously included waiver of building permit fees and either a tax abatement or Tax Increment Financing (TIF) rebate of taxes. Given that the City may be asked to commit to this funding prior to another meeting as part of the pre-application, the following resolution offers the City's support to the proposed project and commitment to providing a local match in the form of permit fee waivers and either tax abatement or a TIF rebate. If the project were to move forward, the developer would acquire the property from Main Street Keokuk. Recommend approval.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 125-535-6418 Title: TIF - tax expense

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

Actual Cost: 50,000

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

### Funding Sources:

potentially TIF or a tax abatement.

### 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.

## 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 THE SUBMISSION OF A COMMUNITY  
CATALYST GRANT APPLICATION ON BEHALF OF REHABILITATION  
PROJECT AT 1124-1128 MAIN STREET**

**WHEREAS**, the City of Keokuk is committed to revitalizing Downtown; and

**WHEREAS**, 1124-28 Main Street are attached abandoned, two-story commercial buildings, located on the main thoroughfare through our community; and

**WHEREAS**, the property developers have proposed to rehabilitate the building, converting the second floor to apartments, and returning the main floor to commercial use; and

**WHEREAS**, a successful Community Catalyst Building Remediation application would result in \$100,000 in State Funding to assist in filling the funding gap associated with the project; and

**WHEREAS**, the City Council of the City of Keokuk, Iowa is willing to provide a required local match of financial and/or in-kind resources for the successful implementation of this Project including waiver of building permit fees and either tax abatement or a Tax Increment Financing reimbursement of up to \$50,000; and .

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Keokuk, IA hereby supports the effort and Project at 1124-28 Main Street and approve of being the Applicant under the Community Catalyst Program.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Keokuk, IA direct the Mayor and the City Administrator to apply and provide all supporting documentation on behalf of the Project including commitment to a local match, and to submit a letter in support for the Project.

**PASSED, APPROVED, AND ADOPTED** this 15th day of January 2026.

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Mark Smidt, Mayor

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

Celeste El Anfaoui, City Clerk



# COUNCIL ACTION FORM

Date: 1-15-2026

Presented By: Ferneau

Subject: Hiring Freeze Agenda Item: 17

## Description:

In discussions with Mayor Smidt after the budget workshop on January 5th, the Mayor suggested we consider a hiring freeze as we work through how to solve funding issues within the General Fund. I tried to develop a Resolution that would accomplish this, which is attached, that provides a degree of flexibility to allow hirings to occur, but only after a review by Mayor Smidt to ensure that we only fill essential positions to keep from causing disruptions while we develop long term solutions to our current budget issues. Our current fiscal shortfalls are primarily in the General fund, but there is some feeling of a need to have a response that doesn't take a more holistic approach to justifying all positions within the City when such a significant emphasis is being placed on the General Fund. There may be a desire to adjust this resolution/approach by the Council, but it is being submitted as is to try to meet the concerns raised by Mayor Smidt.

## 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 HIRING FREEZE**

**WHEREAS**, the City of Keokuk, IA, in balancing the FY2026 and FY2027 budgets is faced with difficult decisions in the current state of the economy due to significant deficits specifically within the General Fund; and

**WHEREAS**, the City of Keokuk, IA believes it is in the best interest of the City to implement a hiring freeze; and

**WHEREAS**, a cost savings may be realized with a hiring freeze and a review of all vacant positions, both current and future, and shall include full, part-time and temporary positions; and

**WHEREAS**, the City Council recognizes that many of these positions would need to be filled to ensure the viability of essential services, nor are all positions funded within the General Fund; and

**WHEREAS**, the City Council are willing to entrust the Mayor to work with Department Heads on filling positions on a case-by-case basis to determine whether a need exists to fill a vacant position due to the necessity to meet a required service; and

**WHEREAS**, the decision to implement a hiring freeze is designed to be temporary in nature as decisions are made to design a path forward that is financially viable.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Keokuk, IA hereby implements a hiring freeze on all positions, with individual positions filled at the Mayor's discretion as needed to provide essential services. This hiring freeze will be in place until September 1, 2026, unless lifted sooner by City Council action.

**PASSED, APPROVED, AND ADOPTED** this 15th day of January 2026.

---

Mark Smidt

Attest: Celeste El Anfaoui, City Clerk





# COUNCIL ACTION FORM

Date: 1-15-2026

Presented By: Ferneau

Subject: Contract approval with SEIRPC Agenda Item: 18

## Description:

The City was recently awarded a third Brownfields Grants from the EPA for approximately \$2 Million for the southern portion of the former Elkem Site for cleanup activities. One of the components of this grant award is a sub-award category that includes administrative assistance with several portions of grant activities. SEIRPC has provided this service on the previous two Brownfield Grants at the Elkem site, and is prepared and willing to provide this same service on this portion of the site as well. As our local planning agency, this is a typical service provided to member communities.

SEIRPC has significant experience managing grant awards such as this, and we rely on them to help insure that all required management/oversight functions for the grant award are accomplished. Their services are contemplated to be performed in the manner they are proposing in the original grant application and award. Their services as outlined are contemplated to be fully funded by the grant. Recommend approval of the resolution as well as the associated contract for services.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 304-750-6490 Title: Brownfield Grant - professional services

Amount Budgeted: 64,000 (associated with this specific grant)

Actual Cost: 64,000

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

## Funding Sources:

Federal EPA Brownfields Grant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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. \_\_\_\_\_

**RESOLUTION APPROVING CONTRACT WITH SOUTHEAST IOWA REGIONAL  
PLANNING COMMISSION (SEIRPC) FOR ADMINISTRATIVE SERVICES FOR  
BROWNFIELD CLEANUP FUNDING GRANT**

**WHEREAS**, the City Council of Keokuk, Iowa has been awarded a grant from the Environmental Protection Agency (EPA) for Brownfield Cleanup Funding for the Southern Parcel located on Tract C of the N1/2, NE1/4, Section 22, T65, R05W, on the former Elkem property for \$1,996,900 for the FY25 Cleanup Project, Keokuk Former Elkem Carbide Site; and

**WHEREAS**, the EPA grant included a funding category for a subaward to be provided for various Administrative and Planning functions associated with the grant for \$64,000; and

**WHEREAS**, SEIRPC is capable of providing these services and has provided a Scope of Work to fulfill the required tasks for \$64,000; and

**WHEREAS**, the City Council of Keokuk, Iowa desires to continuing our partnership activities with our Regional Planning agency, of which we are a member, in fulfilling these grant-associated tasks.

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
KEOKUK, IOWA** approves the contract, entitled Contract 26-690, with SEIRPC, and authorizes the Mayor to sign all documents associated with the agreement as required.

**PASSED, APPROVED, AND ADOPTED** 15<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Mark Smidt, Mayor

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

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

The City of Keokuk, hereinafter referred to as the “City,” has been awarded a grant from the Environmental Protection Agency (EPA) Brownfield Cleanup Funding for the Southern Parcel located on Tract C of the N1/2, NE1/4, Section 22, T65, R05W, on the former Elkem property. The City hereby contracts with Southeast Iowa Regional Planning Commission (hereinafter SEIRPC) to undertake said administration of the EPA grant in accordance with the rules and regulations of the EPA and the terms of this contract dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

**SECTION 1. Scope of Services**

SEIRPC will provide the following Scope of Services for this project, consisting of the task items identified in the EPA Work Plan:

1. Task 1 – Cooperative Agreement Oversight
  - a. This task will consist of completing activities associated with programmatic management, implementation, execution of the grant, and reporting. SEIRPC’s responsibility will include completing an RFP process for selecting an environmental consultant, ensuring the environmental consultant is completing all required tasks, completing Quarterly Progress Reports, completing Closeout Reports, updating property profile forms in the EPA ACRES database, completing reimbursement requests, required financial reporting, and sending staff to attend 2 National Brownfields Conferences. Additionally, SEIRPC staff will coordinate communication and activities with the EPA, Iowa DNR, environmental consultant, City of Keokuk, and other stakeholders.
2. Task 2- Community Engagement/ Outreach
  - a. This task focuses on activities designed to continually engage affected citizens, elected public officials, local non-elected officials, ancillary organizations, and media outlets throughout the project period. The environmental consultant will provide primary services, including website development/updates, preparing printed materials, and outreach with the target area. SEIRPC will review items before publishing, attend Council meetings, and assist in presentations or events as necessary, including filling in for the environmental consultant as needed for such meetings/events.
3. Task 3 – Cleanup Planning
  - a. This task will include reviewing and finalizing the ABCA document and Quality Assurance Project Plan for confirmation sampling and negotiating and receiving the necessary regulatory approvals. SEIRPC will assist the City with submitting cleanup specification documents to EPA and/or IDNR for approval before obtaining bids from qualified cleanup contractors. Following the acceptance of these documents, SEIRPC will work with the QEP to initiate a



competitive selection process and contract with a qualified cleanup contractor to implement cleanup tasks.

#### 4. Task 4 – Site Cleanup

- a. This task will include assistance to the QEP with cleanup activity oversight, Davis-Bacon documentation, and general cleanup process documentation, including reviewing materials before submittal to EPA. SEIRPC will assist the City with reviewing and submitting cleanup documents to EPA and/ or IDNR.

The City will remain the entity responsible for the grant funds awarded to it and grant funds spent under this agreement. This responsibility includes financial accountability and oversight, program monitoring, and audits.

### SECTION 2. Time of Performance

The services of SEIRPC shall commence on October 1, 2025, and shall be completed upon project closeout.

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

### SECTION 3. Method of Payment

Payment will be due upon receipt of a billing for services rendered. The billing shall reflect actual expenses incurred in administering the EPA Grant for the City.

Total payment shall be in accordance with the terms and conditions contained within the EPA Grant award document received and approved by the grantee. Hourly fees for administration are \$70.00 per hour, as outlined in the fee schedule adopted by SEIRPC, plus the cost of travel expenses to National Brownfields Conferences. Total payment to SEIRPC shall not exceed \$64,000.00.

In the event of contract termination before program closeout, SEIRPC shall be compensated for the fair and reasonable cost of services rendered to the City.

### SECTION 4. Personnel

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

### SECTION 5. Records Available

The City shall provide access at all times for the department, the authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes.

## SECTION 6. Equal Opportunity in Employment

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

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

## SECTION 7. Termination by the City

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

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

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

## SECTION 8. Contract Amendments

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

## SECTION 9. Termination by SEIRPC

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

## SECTION 10. Accounts

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

## SECTION 11. Retention of Records

All records in the possession of SEIRPC pertaining to this contract shall be retained by SEIRPC for a minimum of five (5) years beginning with the date upon which the final payment to SEIRPC. All records shall be retained beyond the five-year period if audit findings have not been resolved within that period.

*City of Keokuk*

Signed \_\_\_\_\_  
Mark Smidt  
Mayor

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

*Southeast Iowa Regional Planning Commission*

Signed \_\_\_\_\_  
Mike Norris  
Executive Director

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



**FY25 CLEANUP PROJECT, KEOKUK FORMER ELKEM CARBIDE SITE**

**Workplan for CERCLA Section 104(k) Brownfield Cleanup Cooperative Agreement**

**Period of Performance: 10/01/2025 – 9/30/2029**

**Submitted by:**  
**CITY OF KEOKUK, IOWA**  
**501 MAIN ST., KEOKUK, IOWA 52632**

**Jim Ferneau**  
**(319) 524-2050 EXT. 2205**  
**[cityadmin@cityofkeokuk.org](mailto:cityadmin@cityofkeokuk.org)**

**EPA Cooperative Agreement (CA) No: 4B-96722701**

***Workplan Date: October 1, 2025***

**City of Keokuk, Iowa**

**Version #1**

**Workplan for CERCLA Section 104(k) Cleanup Cooperative Agreement**  
**Period of Performance: 10/01/25 – 9/30/29**

## **1. INTRODUCTION AND ORGANIZATION**

### **1.1 Alignment with EPA Pillars**

This project is being conducted in conformance with EPA's ***Pillar No. 1, which is: Clean Air, Land, and Water for Every American***. Specifically, this project addresses brownfield challenges in the City of Keokuk, which will include cleaning up 16.37 acres of the Southern Parcel Site, a portion of the Former Elkem property. The work that will be conducted under this work plan relates to **Pillar 1** because it will:

- cleanup the Southern Parcel site that contains varying thicknesses of dark gray to black, sand and gravel containing crushed coal, coal slag, carbonite, petroleum coke, and coal pitch tar containing petroleum aromatic hydrocarbons (PAHs) and metals on the site;
- will mitigate potential health risks in the community associated with environmental exposure from the site; and
- promote economic revitalization by providing jobs.

**Program Results Code (PRC):** Cleanup: 601D79X89

**CFDA:** 66.818 Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements

### **1.2 Brownfield Statutory Authority and Cooperative Agreement Recipient (CAR) Selection**

The Small Business Liability Relief and Brownfields Revitalization Act (SBLRBRA) was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct planning related to, remediate, or capitalize revolving loan funds for eligible brownfield sites. The Brownfields Utilization, Investment, and Local Development (BUILD) Act of March 2018 reauthorized and amended the Brownfields provisions of CERCLA. Under these provisions, the EPA conducts annual Brownfields grant competitions. Recipients are selected from proposals prepared by the "Proposal Guidelines for Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Grants (MARC)" and submitted in a national competition. The City of Keokuk, Iowa, as a general-purpose unit of local government, was selected for cleanup funding in the FY 2025 competition. Cooperative agreement funding will be used to cover the costs of activities at or in direct support of brownfields sites as defined under CERCLA §101(39).

### **1.3 Geographic Boundaries, Target Area(s), and Priority Sites**

This project is focused on cleaning up 16.37 acres of the Southern Parcel (Site), which was part of the original Elkem Carbide facility, owned by the City of Keokuk. The Site is located in

an industrial area of the northwest side of city and is bound to the north by Carbide First Additions (Plat 1) and Auditor's Parcel D, Carbide Lane; and beyond by the Amsted Rail; to the west by undeveloped grass and woodland and beyond by Highway 61; to the east by sections of the former Elkem Carbide facility and beyond by commercial properties; and to the south by an abandoned foundry, the former ADM facility and beyond by Johnson Street and residential acreages. The facility was initially planned without municipal oversight and was developed before being annexed by the city in the 1950s. The Site once enjoyed manufacturing prominence, contributing to robust community development, and workers enjoyed significant earnings until operations ceased. The Site was part of the original United Lead Co., which operated as a zinc smelter and lead alloying facility. By 1929, the Site was operating as Midwest Carbide Corp., manufacturing carbide. In the 1950's the Site transitioned to carbon products, which continued until 2007 when facility operations ceased. The Site quickly fell into disrepair and became home to vandals and squatters. The Site was eventually vacated in 2007.

In March of 2021, the City of Keokuk took ownership of the entire Elkem Carbide property (including the Site) through Iowa Code 657A.10B Abandoned and Unsafe Buildings. The Site has been subject to vandalism, looting, and decay, increasing the risk of exposure to the various site contaminants. Additional health risks associated with the exposure from contaminated soil and stormwater runoff continue to be a significant problem and a contributing factor to the area being among the least healthy in the State of Iowa. Without remediation, the contaminated soil will continue to represent a threat to human health and the environment, and the Site left in its current state will exacerbate poor economic conditions. This area has been identified as a redevelopment priority for the city to secure the site and eliminate the health and safety threat it poses. The Site boasts easy accessibility to U.S. Highway 61 and U.S. Highway 218 and rail lines, with utility infrastructure making it ideal for light industrial and commercial warehousing development.

The City of Keokuk received a FY2018 Site Specific Assessment Grant to conduct an assessment of the site and develop cleanup alternatives for the site. Activities conducted under this assessment grant included a Phase I Environmental Site Assessment (ESA) for the entire Site as well as Phase II Environmental Site Assessments (ESAs) for portions of the Elkem Carbide site, including the Southern Parcel. Most recently, the city worked with EPA Region 7's TBA program to conduct additional Phase II ESAs on the western wooded area and the southern portion containing the old foundry.

Recently, in FY24, the City of Keokuk was awarded a nearly \$5 million U.S. EPA Brownfield Cleanup Grant for the Auditor's Parcel, the center of the former Elkem Site. In FY23, the City of Keokuk was awarded a \$2 million U.S. EPA Brownfield Cleanup Grant for Plat 1, the northernmost portion of the former Elkem Site. An April 2022 Phase II ESA found that the Site is covered with varying thickness of dark gray to black, sand and gravel containing concentrations of polycyclic aromatic hydrocarbons (PAHs) and Resource Conservation and Recovery Act (RCRA) metals such as lead which exceeded the Iowa Department of Natural Resources (IDNR) Statewide Standards (SWO and EPA Regional Screening Levels (RSLs). These materials are typified by crushed coal, coal slag, carbonite, petroleum coke, and coal pitch tar



in soil and fills. In March of 2024, Toeroek Associates Inc., through the Targeted Brownfields Assessment (TBA) commissioned by U.S. EPA Region 7, performed additional Phase II ESA work on the Site, further delineating known RCRA metals and PAH contamination, readying the site for cleanup. More details about remediation solutions can be found in the draft ABCA attached to this work plan, as well as submitted to the EPA at the time of grant application. The City of Keokuk has been in close coordination with the Iowa Department of Natural Resources regarding site cleanup. The city has enrolled Plat 1 and Auditor's Parcel D in the state's Land Recycling Program (LRP) (the state's voluntary response program). A letter from EPA Region 7 dated April 16, 2025, referred to RCRA authority to IDNR for any future investigation and necessary corrective action.

The city also intends to enroll the Southern Parcel site in the LRP and gain approval from EPA Region 7 for authority designation to the Iowa DNR. The city, with assistance from the regional Council of Government, Southeast Iowa Regional Planning Commission (SEIRPC), serving under subaward as grant administrators, will begin working through the application process once a QEP has been selected. A sufficient level of assessment has been completed to characterize the site for the contaminants of concern, including RCRA metals and polyaromatic hydrocarbons, and the city and its brownfield planning partners have had multiple discussions and meetings with DNR to facilitate their anticipated enrollment in the DNR's voluntary cleanup program, known as the Land Recycling Program (LRP) in Iowa Administrative Code.

#### **1.4 Organizational Structure and Responsibilities**

Cooperative agreement funding will be used to cover the costs of cleanup activities in direct support of brownfields sites as defined under CERCLA 101(39). The site has been the subject of several environmental investigations, including a Phase I ESA<sup>1</sup> and Phase II ESA<sup>2</sup> Investigations and Hazardous Waste Survey<sup>3</sup> The overall coordination of the cooperative agreement will be carried out by the City Administrator and Community Development Director, assisted by the Finance Department Manager and the grant administrative professionals at SEIRPC, with technical assistance and oversight to be performed by a Qualified Environmental Professional (QEP) and Iowa Department of Natural Resources (DNR) LRP staff.

The City of Keokuk has the requisite skills to satisfy all phases of work under this grant. The city has a team of resolute and highly qualified staff that will oversee grant management. SEIRPC will serve as a liaison between the EPA Brownfields staff, the City of Keokuk, community partners, community members, and technical contractors. SEIRPC has substantial capabilities, systems, processes, and procedures in place and the experience to manage all activities under this grant, having a long record of successfully managing community projects and federal grant programs. SEIRPC has a positive working relationship with federal and state funding agencies involved in any aspect of community development, including USDA, EPA,

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<sup>1</sup> Impact7G 2020. Phase I Environmental Site Assessment for Elkem Carbide for City of Keokuk. November 3, 2020.

<sup>2</sup> Impact7G 2022. Phase II Environmental Site Assessment for Former Elkem Carbide Lots #1-#6. April 18, 2022.

<sup>3</sup> Tetra Tech, Inc. 2016. Hazardous Material Survey for Phase II Targeted Brownfields Assessment for Elkem Carbide, Keokuk, Iowa. August 18, 2016.

HUD, EDA, FHWA, FTA, NPS, Iowa Economic Development Authority (IEDA), IDNR, and Iowa Department of Transportation (IDOT). Over the past three years, SEIRPC has secured and administered over \$26 million of state and federal grant funding for Southeast Iowa communities. The following individuals will form our Brownfields Program team for the project:

- **Pam Broomhall**, Keokuk Community Development Director, is a Keokuk native and has worked for the city for over 20 years. In her time, Broomhall has assisted with a variety of grants, including CDBG, HUD, IEDA, IDNR, and EPA. She is currently assisting with EPA Brownfield Cleanup grants from 2023 and 2024 for Plat 1 and Auditor's Parcel of the Elkem site.
- **Jim Ferneau** was just announced as the new City Administrator for the City of Keokuk in May 2025. One of his first responsibilities as City Administrator will be to learn about the history of redevelopment of the Elkem site. Ferneau has a history of working in city administration and economic development (over 20 years of public service and municipal management), having previously worked as the City Administrator for the City of Burlington for 9 years, just 40 miles north of Keokuk. At the City of Burlington, Jim was part of a team that oversaw a Brownfield Assessment grant for the community.
- **Zach James**, SEIRPC's Assistant Director, will be assigned EPA management duties. His 20 years of service have focused on areas of expertise including transportation planning, community, and economic development, grant writing and administration, and project management. He has assisted the City of Burlington, Iowa, with an EPA Region 7 Technical Assistance Grant, an EPA Brownfields Assessment Grant, and an EPA Brownfield Area-Wide Planning Grant. Additionally, he assisted the City of Keokuk with a Targeted Brownfield Grant for the Elkem Carbide site in 2014, the Keokuk Targeted Assessment Grant in 2018, and Keokuk Cleanup grants in 2023 and 2024 for Plat 1 and Auditor's Parcel of the Elkem site. Mr. James also successfully led and completed an Impervious Surface Mapping Survey within Keokuk in 2017 to be used by the city to create a stormwater utility. Under the Brownfields Cleanup Grant, he will lead all the grant administration efforts, community engagement activities associated with the grant, and will be responsible for hiring and managing outside consultants.
- **Sam Avery** joined SEIRPC in October 2023 and serves as a Regional Planner. Mr. Avery graduated from the University of Iowa with dual degrees in Public Policy and Journalism/Mass Communications in May of 2023. Mr. Avery will assist Mr. James in all grant activities, specifically serving as a liaison between EPA Region 7, SEIRPC, and local partners. He will also be responsible for assisting in compliance with the administrative and reporting requirements of the cooperative agreement and in the performance of grant administration, specifically dealing with reimbursement requests and financial tracking. He will also provide support with community outreach and will be involved in other administrative tasks as needed. He is currently assisting with the management of Keokuk Cleanup grants from 2023 and 2024 for Plat 1 and Auditor's Parcel of the Elkem Site.

The City will prepare a Request for Proposals/Qualifications (RFP/RFQ) to procure a qualified cleanup contractor and a Qualified Environmental Professional (QEP). This selection will be made in strict conformance with the federal government's procurement regulations. The focus will be on securing the services of a qualified firm with proven expertise in managing complex remediation projects of this type. Additionally, all hiring will follow federal procurement requirements, which will also satisfy the Iowa Code. The city will require the QEP and cleanup contractor to have adequate experience as well as hold appropriate state certifications to work on a project involving hazardous materials. The city has experience with federal procurement and successfully followed all regulatory requirements with the previous EPA Site Specific Assessment Grant and EPA Cleanup Grants related to other parts of the Elkem property.



## 2. FINANCIAL INFORMATION

**FUNDING: \$1,996,900**

### 2.1 Budget Table:

| Budget Categories                | Task 1<br>CA<br>Oversight | Task 2<br>Community<br>Engagement | Task 3<br>Cleanup<br>Planning | Task 4<br>Cleanup  | Total              |
|----------------------------------|---------------------------|-----------------------------------|-------------------------------|--------------------|--------------------|
| Personnel <sup>1</sup>           | \$0.00                    | \$0.00                            | \$0.00                        | \$0.00             | \$0.00             |
| Fringe Benefits <sup>1</sup>     | \$0.00                    | \$0.00                            | \$0.00                        | \$0.00             | \$0.00             |
| Travel <sup>2</sup>              | \$3,500.00                | \$0.00                            | \$0.00                        | \$0.00             | \$3,500.00         |
| Equipment <sup>3</sup>           | \$0.00                    | \$0.00                            | \$0.00                        | \$0.00             | \$0.00             |
| Supplies <sup>3</sup>            | \$0.00                    | \$0.00                            | \$0.00                        | \$0.00             | \$0.00             |
| Other –<br>Subaward <sup>4</sup> | \$45,000.00               | \$10,000.00                       | \$1,400.00                    | \$7,600.00         | \$64,000.00        |
| Contractual <sup>5</sup>         | \$5,000.00                | \$7,500.00                        | \$105,500.00                  | \$360,900.00       | \$478,900.00       |
| Construction <sup>6</sup>        | \$0.00                    | \$0.00                            | \$0.00                        | \$1,450,000.00     | \$1,450,000.00     |
| Other <sup>7</sup>               | \$500.00                  | \$0.00                            | \$0.00                        | \$0.00             | \$500.00           |
| Total Direct:                    | \$54,000                  | \$17,500.00                       | \$106,900.00                  | \$1,818,500        | \$1,996,900        |
| Indirect Costs <sup>8</sup> :    | \$0.00                    | \$0.00                            | \$0.00                        | \$0.00             | \$0.00             |
| <b>Total Budget</b>              | <b>\$54,000</b>           | <b>\$17,500.00</b>                | <b>\$106,900.00</b>           | <b>\$1,818,500</b> | <b>\$1,996,900</b> |

### 2.2 Budget Narrative

See Budget Table above in Section 2.1 with numbers referencing the narrative below.

1. City staff time will be donated as an in-kind contribution to this project. Therefore, no personnel and fringe benefits will be calculated for this category.
2. Travel costs are based on the average cost for two subaward staff to travel for five days from Burlington to a major city for the National Brownfields Conference, with the following anticipated costs:
  - a. Airfare - \$600 x 2 = \$1,200;
  - b. Hotel - \$150 x 5 x 2 = \$1,500;
  - c. Meals \$55 (federal per diem for major city) x 5 x 2 = \$550;
  - d. Airport Parking \$10 x 5 = \$50;
  - e. Transportation to and from the Airport = \$200
  - f. Total = \$3,500

All travel expenses will be included under Task 1 Cooperative Agreement Oversight.

3. No equipment will be purchased with grant funds. Supply costs are included under grant administration.
4. The city will contract with SEIRPC for grant administration as a subaward. Staff time for SEIRPC will be billed at \$70 per hour with an estimated 915 total hours (\$45,000).
  - a. Task 1: SEIRPC anticipates spending approximately 6 hours a week on cooperative agreement oversight activities over the four years of performance. This includes

routine communication between the EPA, City, and QEP. This also includes items such as QEP procurement, quarterly reporting, final reporting, ACRES reporting, record keeping, and reimbursement requests.

- b. Task 2: SEIRPC will utilize approximately 143 hours (\$10,000) for community outreach activities.
    - i. The average time will come to 1 to 2 hours per week on average.
    - ii. Specific activities will include:
      - 1. Assisting the QEP in the development and execution of the Communication Relations Plan.
      - 2. Preparing for and providing updates to the city council on the project, including 3 public meetings.
      - 3. Providing updates to the City of Keokuk and the Keokuk Brownfields website.
      - 4. Hold a community public meeting about the project post-cleanup.
  - c. Tasks 3 & 4: SEIRPC has a budget of approximately 65 hours (\$9,000) for bid letting assistance, task review, monitoring, Davis Bacon wage rate assistance, communications with IDNR and EPA regarding LRP enrollment, etc., related to the cleanup portion of the project.
5. The city will procure a QEP for cleanup planning, NEPA/Section 106, and cleanup monitoring. Costs are based on an average of estimates provided by environmental consulting firms and were figured at a rate of \$100 average hourly rate.
- a. Task 1: The city has a budget of \$5,000 for the procured QEP to help SEIRPC with quarterly and annual reporting. Specifically, the QEP will provide written quarterly updates of tasks completed, along with phone calls as necessary to discuss quarterly actions for reporting purposes.
  - b. Task 2: The city has a budget of \$7,500 for the procured QEP to help SEIRPC in the development and execution of the Communication Relations Plan, preparing for and providing updates to the city council on the project, including 3 public meetings, providing updates to the City of Keokuk and the Keokuk Brownfields website, and holding a community public meeting about the project post-cleanup.
  - c. Task 3: Project Management under this task is budgeted at \$10,000. The city has a budget of \$20,000 for the procured QEP to complete Section 106 activities. An archaeological report indicating the presence or absence of archaeological impacts as a result of the planned remedial actions will be completed. Communications with EPA and the State Historic Preservation Office, including responding to comments as necessary, are included in this task. The procured QEP compiled a geodatabase incorporating historical sampling data from the Site and the surrounding area (\$15,000). LRP enrollment documents will be prepared in coordination with SEIRPC and submitted to the DNR (\$5,500). A Site Assessment Report will be prepared and submitted to the DNR, including additional delineation and pet coke sampling, as needed (\$20,000). A Risk Evaluation/Risk

Analysis Report will be prepared and submitted to the DNR (\$20,000). SSQAPPs and Remedial Design Document preparation is budgeted at \$20,000.

- d. Task 4 contractual budget for Project Management is \$45,000. Technical Meetings to support the Grantee and SEIRPC are budgeted at \$25,000. Project Field Management and Field Oversight is budgeted at \$250,000, including confirmation sampling. Site Closeout and Site Cleanup reporting, inclusive of environmental covenant support, is budgeted at \$40,900.
6. The city will procure a cleanup contractor; costs based on Alternative # 2 in the draft ABCA, described in more detail below.
    - a. All contaminated surface soils will be graded, stockpiled, and mechanically sorted to segregate unused combustible coal and petroleum coke from combusted foundry sands and contaminated fine-grained sediments. The recovered coal and petroleum coke may be removed off-site via tractor-trailer or rail to its end user for energy production or industrial purposes. All contaminated surface soils and subbases will be graded and stockpiled, sampled for TCLP analysis, and disposed of at the Great River Regional Waste Authority Landfill in Fort Madison, Iowa, if deemed non-hazardous waste. If the material is determined to be hazardous waste, the material will be transported to a designated RCRA landfill.
    - b. Effectiveness: The recovery and redistribution of unused combustible materials and removal of soil contaminated with PAHs and RCRA metals for off-site disposal is an effective method of eliminating the risk of human exposure and would remove barriers to commercial and industrial intermodal Site redevelopment.
    - c. Implementability: The recovery and redistribution of unused combustible materials and the removal of soil contaminated with PAHs and RCRA metals for off-site disposal is readily implementable.
    - d. Scope and Cost: Based on current information, the estimated cost for the recovery and redistribution of unused combustible materials and the removal of soil contaminated with PAHs and RCRA metals for off-site disposal is as follows:
      - i. Remove and dispose of approximately 26,426 CY of contaminated surface soil at the Great River Regional Waste Authority Landfill: \$1,425,000
  7. Registration for National Brownfields Conference  $\$250 \times 2 = \$500$ , which will be designated as Task 1.
  8. The city does not plan to charge any indirect costs to the grant.



### 3.0 TASKS AND ACTIVITIES DESCRIPTIONS, WORK PRODUCTS, AND MILESTONE DATES

| <b>Task 1 - Cooperative Agreement Oversight:</b><br><b>Subtasks (Commitments)</b><br><b>Pre-Cleanup</b>   | <b>Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)</b>   | <b>Anticipated Accomplishment Date(s) (Month/Year)</b>   | <b>Actual Accomplishment Date(s)</b> |
|---|--|--|--------------------------------------|
| <b>Reporting (all SEIRPC tasks):</b> <ul style="list-style-type: none"> <li>• Enter site data and accomplishments in ACRES</li> <li>• Prepare Quarterly Reports via ACRES</li> <li>• Prepare final report and grant closeout material</li> <li>• Prepare success stories for the targeted cleanup area</li> </ul> | <b>Outputs:</b> <ul style="list-style-type: none"> <li>• Quarterly reports and other forms; updated ACRES database; final report and closeout forms</li> <li>• “Success Story” fact sheets</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• Ensures compliance with Terms &amp; Conditions reporting requirements</li> </ul> | 1/30/26<br>Thru<br>10/1/2029<br><br>ACRES updates and Quarterly Reports every quarter; MBE/WBE forms annually by 9/30; SF425 FFR annually by 10/30 |                                      |
| <b>Records (all SEIRPC tasks):</b> <ul style="list-style-type: none"> <li>• Maintain grant files</li> <li>• Maintain financial records</li> </ul>   | <b>Outputs:</b> <ul style="list-style-type: none"> <li>• Accurate and complete files suitable for audit purposes</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• High-quality project records reflective of the work performed</li> </ul>   | 10/1/25<br>and thereafter  |                                      |
| <b>Request for Reimbursements or Advances (all SEIRPC tasks):</b>   | <b>Outputs:</b> <ul style="list-style-type: none"> <li>• Drawdowns from ASAP</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• Reduce unliquidated obligations</li> </ul>   | 1/30/26<br>Thru<br>10/1/2029<br><br>Quarterly thereafter   |                                      |
| <b>Travel &amp; Training (SEIRPC and QEP tasks):</b> <ul style="list-style-type: none"> <li>• Attend brownfields-related meetings, training sessions, and National and Regional conferences</li> </ul>  | <b>Outputs:</b> <ul style="list-style-type: none"> <li>• Attend National Brownfields Conferences, one in 2028.</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• Improve Brownfields knowledge, expand networking opportunities</li> </ul>  | 8/1/2028 -<br>8/31/2028  |                                      |

| <b>Task 2 – Community Engagement/Outreach Subtasks (Commitments) (SEIRPC and QEP tasks)</b>   | <b>Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)</b>   | <b>Anticipated Accomplishment Date(s) (Month/Year)</b> | <b>Actual Accomplishment Date(s)</b> |
|---|--|--|--------------------------------------|
| <b>Work with project partners identified in a proposal to ensure commitments are implemented</b>  | Outputs:<br><ul style="list-style-type: none"> <li>• Commitments that were identified in the proposal are implemented</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>• Increase coordination with stakeholders and others</li> </ul>   | 9/30/26  |                                      |
| <b>Prepare Community Relations Plan</b><br><ul style="list-style-type: none"> <li>• Prepare a plan to involve the public in cleanup activities</li> </ul> | Outputs:<br><ul style="list-style-type: none"> <li>• Plan for involving the community in cleanup activities</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>• Improve understanding and participation in the cleanup and redevelopment process</li> </ul>   | 9/30/26  |                                      |
| <b>Establish Information Repository</b>   | Outputs:<br><ul style="list-style-type: none"> <li>• Repository of documents that allows the public to review the site assessment &amp; cleanup history</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>• Improve understanding of how the cleanup alternative was selected</li> </ul>                                      | 9/30/26  |                                      |
| <b>Public Meetings</b>  | Outputs:<br><ul style="list-style-type: none"> <li>• 3 public meetings which inform the public of cleanup activities and provide a chance for input &amp; comment</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>• Improve understanding of cleanup and allow for potential modifications based on public input</li> </ul> | Mtg 1: 3/30/26<br>Mtg 2: 9/30/26<br>Mtg 3: 3/30/27     |                                      |

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| <b>Project Website and Printed Materials</b> | <p>Outputs:</p> <ul style="list-style-type: none"> <li>• Update project website and prepare Brownfield Program flyers to be made available at City Hall, Library, and electronically through the project website.</li> </ul> | 1/31/26 and updates throughout the CA Period |  |
|--|--|--|--|



| <b>Task 3 – Cleanup Planning<br/>(Commitments)</b>   | <b>Anticipated Outputs<br/>(projected activities,<br/>deliverables, reports) and<br/>Anticipated Outcomes<br/>(projected results, effects,<br/>improvements)</b>   | <b>Anticipated<br/>Accomplishment<br/>Date(s)<br/>(Month/Year)</b> | <b>Actual<br/>Accomplishment<br/>Date(s)</b> |
|--|--|--|--|
| <b>Finalize Analysis of Brownfield Cleanup Alternatives (ABCA)</b> <ul style="list-style-type: none"> <li>Finalize Draft ABCA ‘as is’ because of no additional information</li> <li>Hold 30-Day Public Comment Period</li> </ul>   | Outputs:<br><ul style="list-style-type: none"> <li>Approved ABCA documenting how and why the cleanup alternative was selected</li> <li>ABCA is placed in the information repository, etc.</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>Ensure a proper cleanup alternative is selected and communicated to the public</li> </ul> | 1/30/27  |  |
| <b>Implement 30-Day Public Comment Period on ABCA</b>  | Outputs:<br><ul style="list-style-type: none"> <li>Allow for review and comment of cleanup-related documents</li> </ul> Outcomes:<br>Allow for consensus on cleanup  | 9/30/26  |  |
| <b>Prepare Decision Document</b> <ul style="list-style-type: none"> <li>Document results of public comment period and public meeting to include comments received, public meeting attendance, response to relevant comments, selection of final cleanup remedy, any changes to the final cleanup remedy, etc.</li> </ul> | Outputs:<br><ul style="list-style-type: none"> <li>Memo or letter, with appropriate attachments</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>Ensure that the public comment process is documented, and the final cleanup remedy is selected</li> </ul>   | 2/30/27  |  |
| <b>Ensure the Site is Enrolled in the Iowa DNR LRP</b> <ul style="list-style-type: none"> <li>Ensure the grantee has enrolled the site in the Iowa DNR LRP.</li> </ul>   | Outputs:<br><ul style="list-style-type: none"> <li>Site is enrolled in the applicable state response program</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>Cleanup complies with the state response program</li> </ul>  | 9/30/26  |  |

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|---|--|---|--|
| <b>Historic Preservation</b> <ul style="list-style-type: none"> <li>• Assist the EPA project Officer in collecting information and determining if Section 106 applies</li> <li>• Assist with Cultural Resource Management (CRM) survey if needed by the EPA</li> </ul>  | <b>Outputs:</b> <ul style="list-style-type: none"> <li>• Information and reports required to comply with Section 106 historic preservation requirements</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• Compliance with Section 106 Historic Preservation requirements</li> </ul>   | 9/30/26                                     |  |
| <b>Green and Sustainable Remediation (GSR)</b> <ul style="list-style-type: none"> <li>• Incorporate green and sustainable remediation principles/techniques into your project</li> </ul>  | <b>Outputs:</b> <ul style="list-style-type: none"> <li>• GSR language in the ABCA and Cleanup Bid Package</li> <li>• Track and report GSR in quarterly reports</li> <li>• Green and Sustainable Remediation measures implemented will be reported in the final performance report and cleanup documentation.</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• Greener and more sustainable cleanup</li> <li>• Reduction of the solid waste stream through building material recycling</li> </ul> | 9/30/26 and throughout the cleanup activity |  |
| <b>Prepare Remedial Design &amp; Engineering Documents</b> <ul style="list-style-type: none"> <li>• Prepare appropriate remedial design documents for Iowa DNR LRP, engineering design bid documents for cleanup contractors to perform work (including Davis-Bacon requirements), and a budget detailing how EPA funds will be used to clean up sites</li> </ul> | <ul style="list-style-type: none"> <li>• Approved remedial action and engineering/design documents, and an approved budget</li> <li>• Complete Bid Solicitation Package</li> <li>• Place documents in the information repository, etc.</li> <li>• Bid Letting</li> <li>• Complete Contractor Selection</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• Ensure cleanup will be done in compliance with Iowa DNR LRP, and EPA funds will be used for eligible costs</li> </ul>                    | 2/30/27                                     |  |

|  |   |         |  |
|--|---|---------|--|
| <b>Prepare Site Specific Quality Assurance Project Plan and Health and Safety Plan</b> <ul style="list-style-type: none"> <li>• Prepare an SSQAPP for environmental post-cleanup sampling to be conducted on Auditor's Parcel and submit it to the EPA for approval</li> </ul> | <b>Outputs:</b> <ul style="list-style-type: none"> <li>• EPA approved SSQAPP</li> <li>• Place SSQAPP in an information repository</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• Ensure proper confirmatory testing methods and analytical data results are achieved</li> </ul> | 2/30/27 |  |
|--|---|---------|--|

| <b><u>Task 4 – Site Cleanup</u></b><br><b>(Commitments)</b>   | <b>Anticipated Outputs</b><br><b>(projected activities, deliverables, reports) and</b><br><b>Anticipated Outcomes</b><br><b>(projected results, effects, improvements)</b>  | <b>Anticipated Accomplishment</b><br><b>Date(s)</b><br><b>(Month/Year)</b> | <b>Actual Accomplishment</b><br><b>Date(s)</b> |
|---|---|--|--|
| <b>Cleanup Start Date</b> <ul style="list-style-type: none"> <li>• Selected Contractor Initiates Cleanup Activity</li> </ul>  | <b>Outputs</b> <ul style="list-style-type: none"> <li>• Begin ACM and HHW Removal</li> <li>• Begin Building and Pavement Demo</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• Project area ready for contaminated soil removal and clean fill replacement</li> </ul>   | 4/1/27   |  |
| <b>Cleanup Complete</b> <ul style="list-style-type: none"> <li>• Selected Contractor Completes Cleanup</li> </ul>   | <b>Outputs</b> <ul style="list-style-type: none"> <li>• Contaminated Soil Removal</li> </ul> <b>Outcomes</b> <ul style="list-style-type: none"> <li>• Site cleaned up to satisfy Iowa Land Recycling Program requirements for commercial or industrial reuse</li> </ul>   | 12/31/27   |  |
| <b>Oversight of cleanup activities</b> <ul style="list-style-type: none"> <li>• QEP will have someone on site to conduct appropriate site inspections during remediation to ensure compliance with cleanup plans</li> </ul> | <b>Outputs:</b> <ul style="list-style-type: none"> <li>• Site reports by QEP</li> <li>• Documents placed in an information repository</li> </ul> <b>Outcomes:</b> <ul style="list-style-type: none"> <li>• Ensure cleanup is conducted in compliance with Iowa DNR LRP</li> <li>• Cleanup of site complete by engineering specifications</li> </ul> | 12/31/27   |  |

|   |   |            |  |
|---|---|------------|--|
| <b>Davis-Bacon Documentation</b> <ul style="list-style-type: none"> <li>• Conduct site inspections to ensure proper wage rates and posters are available to workers on-site</li> <li>• Collect, review and maintain payrolls</li> <li>• Conduct on-site labor interviews</li> </ul>   | Outputs:<br><ul style="list-style-type: none"> <li>• Payrolls, labor interviews, etc.</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>• Ensure compliance with Davis-Bacon requirements</li> </ul>   | 12/31/27   |  |
| <b>Collection of post-cleanup samples</b>   | Outputs:<br><ul style="list-style-type: none"> <li>• Number of samples and analytical results</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>• Ensure cleanup has met VCP cleanup levels</li> </ul>   | 12/31/27   |  |
| <b>Cleanup Documentation</b> <ul style="list-style-type: none"> <li>• Prepare and submit close-out documentation to IA DNR LRP indicating that cleanup is complete and protective to human health and the environment, and identifies any institutional controls and long-term monitoring.</li> <li>• Cleanup documentation will also be submitted to the EPA.</li> </ul> | Outputs:<br><ul style="list-style-type: none"> <li>• Final cleanup reports documenting that cleanup is complete</li> <li>• Place documents in the repository, etc.</li> </ul> Outcomes:<br><ul style="list-style-type: none"> <li>• Iowa LRP approval of cleanup and ensure cleanup is protective of human health and the environment</li> <li>• File any necessary covenants attached to the property Deed associated with reuse restrictions</li> </ul> | 12/31/2028 |  |



|  |   |                 |  |
|--|---|-----------------|--|
| <p><b>Cleanup Complete Documentation</b></p> <ul style="list-style-type: none"> <li>• Receive final cleanup complete letter from IA DNR LRP determination and submit to EPA</li> </ul> | <p>Outputs:</p> <ul style="list-style-type: none"> <li>• Letter from Iowa LRP</li> <li>• Letter submitted to EPA</li> <li>• Placed letter or documentation in the information repository, reported in ACRES, and quarterly reports, etc.</li> </ul> <p>Outcomes:</p> <ul style="list-style-type: none"> <li>• Site is clean and ready for reuse</li> <li>• Estimated number of brownfield property acres available for reuse</li> <li>• Estimated number of return jobs to the community from the restored and redeveloped site</li> <li>• Estimated number of construction jobs for the community</li> </ul> | <p>12/31/28</p> |  |
|--|---|-----------------|--|

#### **4.0 QUALITY ASSURANCE COMMITMENT**

Before undertaking confirmatory sampling, the City of Keokuk, via its QEP, will prepare and submit a Site-Specific Quality Assurance Project Plan (SSQAPP) for the Southern Parcel, which meets the approval of the U.S. EPA Region 7 Brownfields Program. SSQAPP will describe the sampling and analytical strategies, and the methods and procedures that will be used. SSQAPP approval will be obtained before performing any field activity.

#### **5.0 PERFORMANCE REPORTING AND OTHER TECHNICAL SUBMITTALS**

Performance reporting obligations and schedule are outlined in Section 3.0 of this Work Plan under Task 1, Cooperative Agreement Oversight. Performance reporting will include:

- Prepare MBE/WBE annually, and FFR annually and at grant closeout;
- Enter site data and accomplishments in ACRES;
- Prepare Quarterly Reports via ACRES;
- Prepare final report and grant closeout material; and
- Prepare a success story for the targeted cleanup area.

Other technical submittals include:

- Community Relations Plan
- Analysis of Brownfield Cleanup Alternatives
- Documentation of Response to Public Comment
- Documentation of Administrative Record
- Iowa DNR LRP Submittals
- Cleanup Design Bid Package
- Cleanup Construction Observation Memoranda
- Clean-up Verification Documentation
- Cleanup documentation will also be submitted to the EPA.



# COUNCIL ACTION FORM

Date: 1-15-2026

Presented By: Ferneau

Subject: SEIRPC Loan Review Committee Appointment Agenda Item: 19

## Description:

Southeast Iowa Regional Planning Commission has a Loan Review Committee to oversee and make funding decisions from several revolving loan funds. Kerry Klepfer has served on the SEIRPC loan review committee for the past two year, and has expressed interest in continuing to serve on the Committee.

## 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:

|  |
|--|
|  |
|--|

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

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]



**RESOLUTION NO.**

**A RESOLUTION APPOINTING KERRY KLEPFER TO THE  
SOUTHEAST IOWA REGIONAL PLANNING COMMISSION (SEIRPC)  
LOAN REVIEW COMMITTEE**

**WHEREAS**, the City of Keokuk, Iowa is a member of the Southeast Iowa Regional Planning Commission; and

**WHEREAS**, the City desires to provide its citizens with tools to create and grow businesses, and

**WHEREAS**, the City is provided the opportunity to appoint a representative to the SEIRPC loan review committee in an effort to be informed about economic development activities, funds available for those activities, and to review applications for these funds, and

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA**, that Kerry Klepfer shall be appointed to the SEIRPC loan review committee as the City's representative for a three- year term that will expire on December 31, 2028.

APPROVED and ADOPTED this 15<sup>th</sup> day of January 2026.

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Mark Smidt - Mayor

ATTEST :

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Celeste El Anfaoui – City Clerk



# COUNCIL ACTION FORM

Date: 1/15/26

Presented By: Chief Z. Baum

Subject: Electronic Control Device Purchase Agenda Item: 20

## Description:

Purchase of 8 electronic control devices (Tasers) to replace the current devices in use. The current devices are years over the recommended use life as determined by the manufacturer. The proposed agreement with Axon/Taser allows for a partial payment to be made in fiscal year 25/26 and the balance to be paid in fiscal year 26/27. The total amount due is \$31,366.55. \$14,500.07 would be paid in fiscal year 25/26 and \$16,866.48 would be paid for as a capital purchase in fiscal year 26/27.

\$15,000.00 was budgeted as a capital purchase for electronic control devices in fiscal year 25/26.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: 001-110-6710 Title: Capital

Amount Budgeted: \$31,366.55

Actual Cost: \$31,366.55

Under/Over: \$0

### Funding Sources:

Capital Equipment

### Departments:

Police

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:

|  |
|--|
|  |
|--|

## Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

|  |
|--|
|  |
|--|

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

TO \_\_\_\_\_

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## CITY COUNCIL VOTES

[illegible]

**RESOLUTION NO.**

**RESOLUTION APPROVING ELECTRONIC CONTROL DEVICE PURCHASE**

**WHEREAS**, the City of Keokuk, Iowa recognizes the need to maintain reliable and effective equipment for its police department; and

**WHEREAS**, current electronic control devices have reached the end of recommended use and need to be replaced with new electronic control devices utilizing general funds.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF KEOKUK, STATE OF IOWA:** approves the purchase of 8 new electronic control devices for \$31,366.55 from Axon/Taser.

**PASSED, APPROVED, AND ADOPTED** this 15th day of January, 2026.

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Mark Smidt, Mayor

ATTEST: 

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Celeste El Anfaoui, City Clerk





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1/13/2026

**To: *Keokuk Police Department***

**Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

### **TASER Energy Weapon Descriptions**



#### **TASER 10 Energy Weapon**

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

#### **TASER 7 Energy Weapon**

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs



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- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

#### **TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

#### **X2 Energy Weapon**

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch



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- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

### **X26P Energy Weapon**

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

### **TASER Brand Energy Weapon Model Numbers**

1. Energy Weapons:
  - TASER 10 Models: 100390, 100391
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
  - TASER 7 – 4-year extended warranty, item number 20040
  - X2 – 4-year extended warranty, item number 22014
  - X26P – 2-year extended warranty, item number 11008
  - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to



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- function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 22175
  - Close Quarter cartridge, 12 degrees, Model 22176
  - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
  - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
  - Inert cartridge, 3.5 degrees, Model 22179
  - Inert cartridge, 12 degrees, Model 22181
- 4. TASER 10 Magazines
  - TASER 10 live duty magazine (black), item number 100393
  - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
  - TASER 10 live training magazine (purple), item number 100395
  - TASER 10 inert training magazine (red), item number 100396
- 5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
  - TASER 10 live cartridge, item number 100399
  - TASER 10 HALT cartridge, item number 10400
  - TASER 10 inert cartridge, item number 100401
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22188
  - 21-foot Model: 22189
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22184
  - 25-foot Model: 22185
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
- 8. Battery Packs for TASER 7 and TASER 10 energy weapons:
  - Tactical battery pack Model 22018
  - Compact battery pack Model 22019
  - Non-Rechargeable battery pack Model 22020
  - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Battery Packs for X26P and X2 Energy Weapons:
  - Performance Power Magazine (PPM) Model: 22010





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- Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116
11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
- TASER Weapons Dock Core and Multi-bay Module: 74200
  - TASER Weapons Dock Core and Single-bay Module: 74201
  - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
- Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
- Right-hand TASER 10 holster by Safariland Model: 100611
  - Left-hand TASER 10 holster by Safariland Model: 100613
  - Right-hand TASER 10 holster by Blade-Tech Model: 100614
  - Left-hand TASER 10 holster by Blade-Tech Model: 100615
  - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
  - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
  - Ambidextrous TASER 10 holster by So-Tech Model: 100621
  - Right-hand TASER 7 holster by Safariland Model: 20063
  - Left-hand TASER 7 holster by Safariland Model: 20068
  - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
  - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model 44550
17. TASER 7 conductive target Model: 80087
18. Blue X26P Demonstrator/LASER Pointer Model: 11023



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## **Axon Digital Evidence Solution Description**

### **Axon Body 4 Video Camera (DVR)**

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- 13-hour battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allows wearers to request that a supervisor watch their livestream and provide guidance. (Requires Axon Respond)
- Configurable automatic activation capabilities
- Option of 4:3 or 16:9 aspect ratio
- Multiple mounting options available for a variety of needs, uniforms, and use cases
- Real-time support allows supervisor or dispatcher to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Video Recall allows for recovery of footage up to 18 hours prior in the event a camera was not activated
- Fast-charge cable (20 percent in 30 minutes) with magnetic disconnect
- Optional point-of-view (Flex POV) camera module
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability (requires the Axon Respond operations platform)
- “Find my camera” feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

### **Axon Flex 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)



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- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

#### **Axon Air System**

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

#### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet 3 Camera**

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.



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- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

#### **Axon Fleet 2 Camera**

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

#### **Axon Signal Vehicle Unit**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.





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### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER energy weapons and other Axon products

### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

### **Axon Evidence Digital Evidence Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Deleted files are sent to a deletion queue for 7 days, to help prevent unintentional deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats



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- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Easily redact videos utilizing Redaction Studio within the system. With the optional Redaction Assistant add-on, leverage additional features that includes automated assistants of heads, license plates, and screens

#### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Axon Justice**

- Purpose-built user interface based on prosecutors' and public defenders' workflow. Optimizes evidence collection, management and review functionalities, and disclosure capabilities
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3<sup>rd</sup> party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Ability to collect digital evidence from LEAs not using axon products today via a trusted user or an ingestion portal
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3<sup>rd</sup> party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Axon Justice)



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Premier are automatically transcribed)  
Discovery module designed to optimize all aspects of discovery management

### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

### **Axon Evidence Local Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

### **Axon View Application**

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

### **Axon App**

- Free application (app) for iOS and Android mobile devices
- Allows user access to key features of Axon Evidence, Axon Records, Axon Standards on the go
- Manage evidence missing ID & categories. Create and submit reports
- Initiate Community Requests

### **Axon Records**

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Detectives can begin their investigations, and records clerks can update information exchanges on things like missing people or stolen property as a draft report exists
- Close integration with Axon Evidence sharing allows fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust APIs allow data to be easily ingested and pushed out to other systems—preventing data silos
- In-context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data, which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer



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knows what fields to fill and what information needs to be captured

- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Controlled access based on pre-defined users, groups, and permissions
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

#### **Axon Standards**

- Internal affairs case management and use of force and professional standards reporting
- Can be deployed with and used alongside Axon Records, while ensuring Use-of-Force data remains safely silo'ed and permissioned
- Deep integration with Axon Evidence for efficient, digital, and secure sharing of records and cases
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Data Store allowing custom summary reports and integration into 3<sup>rd</sup>-party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)





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### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

### **Axon Auto-Transcribe**

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

### **Axon Support Engineer:**

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

### **Axon Fusus**

- Integration with Axon Fusus for Axon Fleet cameras and body cameras for location and/or live streaming.
- Integration with Axon Signal Sidearm, TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Integration with Axon Air, Skydio, and Dedrone systems.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos. Technology agnostic platform enables integration of a vast array of third-party technologies as required by the agency.
- Complete leveraging of Axon Evidence (Evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in- depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

### **Axon Investigate**

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources



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- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

#### **Axon Justice**

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners



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- Customer-defined data retention policies

#### **Draft One**

- AI-powered report-writing assistant
- Audio from Axon body-worn camera (BWC) footage is uploaded over long-term evolution (LTE) and transcribed automatically so report drafts are available within five minutes of an incident ending, without having to dock camera (this feature requires Axon Respond+)
- Create a single narrative from one or more body-worn camera recordings
- Supports audio from multiple devices, including 3rd party devices (anything that's playable on Axon Evidence)
- 
- Integrates with Axon Records, allowing you to insert narratives into your report
- Multiple safeguards in place to ensure officers proofread and sign off on reports
- Security: all data processed in CJIS GovCloud environment (in US)
- Compatible with any 3rd-party RMS system
- No statistically significant levels of racial bias towards suspect's race
- Ability to include header and footer language to note when Draft One was used on a given report
- Ability to specify which incident types and level of charges can be used with Draft One
- Ability to warn or block users if they don't edit a certain percentage of words before submitting

#### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



#### **Axon Brand Model Numbers**

1. Axon Body 4 Cameras:
  - Axon Body 4 Camera Model: 100147
  - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532



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5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
  - Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024
  - Axon Fleet Bluetooth Dongle: 74027
  - Axon Fleet 3 Dual View Camera: 72000
  - Axon Fleet 3 Interior Camera: 72037
  - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112
14. Axon Dock Models:
  - Axon Body 3 Dock – 8-Bay Model AX1026
  - Axon Body 3 Dock – 1-Bay Model AX1027
  - Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
  - Axon Dock – Individual Bay and Core for Axon Flex 2





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- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



### **Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
  - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
  - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023



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- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

11. Axon Fleet 2 Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Dock – 1-Bay for Axon Body 3 Model: 71104
- Axon Dock – 8-Bay for Axon Body 3 Model: 74210
- Axon Dock – Individual Bay for Axon Body 4 Model: 100201
- Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

### **TASER 7 Warranties**

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

### **Axon Product Packages**

1. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 10 certification bundle, Axon Signal

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<sup>1</sup> Technology Assurance Plan for warranties and refreshes. Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



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Sidearm,<sup>2</sup> Axon Standards,<sup>3</sup> Axon Respond, Axon Respond+, and third-party storage (100 GB)..

2. **Officer Safety Plan 10 Plus (Officer Safety Plan 10+):** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal Sidearm,<sup>2</sup> Axon Standards,<sup>3</sup> Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), and third-party video storage (100 GB), third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,<sup>4</sup> and Axon VR training.
3. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal Sidearm,<sup>2</sup> Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (unlimited), Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,<sup>4</sup> Axon VR training, Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.<sup>5</sup>
4. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
5. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
6. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
7. **Axon Core 10:** Pays for TASER 10 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence license, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),<sup>2</sup> and Axon Respond.
8. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
9. **Officer Safety Plan:** Includes an X26P energy weapon, Axon camera and Dock

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<sup>2</sup> Additional configuration may be needed to ensure Axon Signal compatibility, and not all holster arrangements may be compatible. Reach out to your Axon representative to learn more.

<sup>3</sup> License subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.

<sup>4</sup> License subscription only. Does not include implementation costs. Available for agencies with 50+ sworn officers.

<sup>5</sup> For more details on Fusus tiers, reach out to your account manager.



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upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

10. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body-worn camera (BWC) with the TASER Assurance Plan (TAP)<sup>1</sup>, Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,<sup>2</sup> Axon Standards<sup>3</sup>, Axon Respond, Axon Respond+, and third-party storage (100 GB).
11. **Officer Safety Plan 7 Plus (Officer Safety Plan 7+):** Includes a TASER 7 energy weapon, Axon Body-worn camera, Axon Evidence, unlimited BWC and Axon capture storage, Axon Signal Sidearm,<sup>2</sup> Axon Standards,<sup>3</sup> Axon Respond, Axon Respond+, third-party storage (100 GB), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,<sup>4</sup> and Axon VR training.
12. **Officer Safety Plan 7 Premium:** Includes a TASER 7 energy weapon, Axon BWC with TAP, Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,<sup>2</sup> Axon Standards,<sup>3</sup> Axon Respond, Axon Respond+, third-party storage (unlimited), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,<sup>4</sup> Axon VR training, unlimited Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.<sup>5</sup>
13. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
14. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
15. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
16. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
17. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P energy weapons.
18. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Axon Evidence for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
19. **Axon Core 7:** Pays for TASER 7 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence License, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),<sup>2</sup> and Axon Respond.
20. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses,





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one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

21. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
22. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

| SOLE AUTHORIZED DISTRIBUTOR FOR<br>AXON BRAND CAMERAS AND TASER<br>BRAND ENERGY WEAPON PRODUCTS                             | SOLE AUTHORIZED REPAIR FACILITY<br>FOR AXON BRAND CAMERAS AND<br>TASER BRAND ENERGY WEAPON<br>PRODUCTS                      |
|---|---|
| Axon Enterprise, Inc.<br>17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255<br>Phone: 800-978-2737<br>Fax: 480-991-0791 | Axon Enterprise, Inc.<br>17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255<br>Phone: 800-978-2737<br>Fax: 480-991-0791 |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
President  
Axon Enterprise, Inc.

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The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2023 Axon Enterprise, Inc.



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Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-787491-46035BJ

Issued: 01/13/2026

Quote Expiration: 01/31/2026

Estimated Contract Start Date: 04/01/2026

Account Number: 218019

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

| SHIP TO  | BILL TO   |
|--|---|
| Keokuk Police Department - IA<br>1222 Johnson St<br>Keokuk,<br>IA<br>52632-4334<br>USA | Keokuk Police Department - IA<br>1222 Johnson St<br>Keokuk<br>IA<br>52632-4334<br>USA<br>Email: |

| SALES REPRESENTATIVE   | PRIMARY CONTACT   |
|--|---|
| Travis Cole<br>Phone: (480) 463-2200<br>Email: tcole@axon.com<br>Fax: 480-463-2200 | Zeth Baum<br>Phone: 319-524-2741<br>Email: zbaum@keokukpd.com<br>Fax: |

Quote Summary

|                        |             |
|------------------------|-------------|
| Program Length         | 60 Months   |
| TOTAL COST             | \$31,366.55 |
| ESTIMATED TOTAL W/ TAX | \$31,366.55 |

Discount Summary

|                          |             |
|--------------------------|-------------|
| Average Savings Per Year | \$2,174.36  |
| TOTAL SAVINGS            | \$10,871.81 |

Payment Summary

| Date     | Subtotal    | Tax    | Total       |
|----------|-------------|--------|-------------|
| Mar 2026 | \$14,500.07 | \$0.00 | \$14,500.07 |
| Aug 2026 | \$16,866.48 | \$0.00 | \$16,866.48 |
| Total    | \$31,366.55 | \$0.00 | \$31,366.55 |

Quote Unbundled Price:  
Quote List Price:  
Quote Subtotal:

\$42,237.40  
\$36,943.00  
\$31,366.55

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item                | Description   | Qty | Term | Unbundled | List Price | Net Price | Subtotal    | Tax    | Total       |
|---------------------|---|-----|------|-----------|------------|-----------|-------------|--------|-------------|
| Program             |   |     |      |           |            |           |             |        |             |
| C00026              | BUNDLE - TASER 10 BASIC                             | 8   | 60   | \$71.03   | \$60.00    | \$52.50   | \$25,200.00 | \$0.00 | \$25,200.00 |
| A la Carte Hardware |   |     |      |           |            |           |             |        |             |
| 100623              | ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)    | 1   |      |           | \$1,200.00 | \$118.55  | \$118.55    | \$0.00 | \$118.55    |
| 100400              | AXON TASER 10 - CARTRIDGE - HALT                    | 105 |      |           | \$24.00    | \$24.00   | \$2,520.00  | \$0.00 | \$2,520.00  |
| 100399              | AXON TASER 10 - CARTRIDGE - LIVE                    | 147 |      |           | \$24.00    | \$24.00   | \$3,528.00  | \$0.00 | \$3,528.00  |
| A la Carte Services |   |     |      |           |            |           |             |        |             |
| 44729               | AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE | 1   |      |           | \$895.00   | \$0.00    | \$0.00      | \$0.00 | \$0.00      |
| Total               |   |     |      |           |            |           | \$31,366.55 | \$0.00 | \$31,366.55 |

Delivery Schedule

Hardware

| Bundle                  | Item   | Description  | QTY | Shipping Location | Estimated Delivery Date |
|-------------------------|--------|--|-----|-------------------|-------------------------|
| BUNDLE - TASER 10 BASIC | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R                 | 8   | 2                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 100396 | AXON TASER 10 - MAGAZINE - INERT RED                     | 1   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                         | 80  | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 100591 | AXON TASER - CLEANING KIT                                | 1   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 100611 | AXON TASER 10 - SAFARILAND HOLSTER - RH                  | 8   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 101455 | AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET | 1   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 101456 | AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET            | 1   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 101755 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2            | 8   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 20018  | AXON TASER - BATTERY PACK - TACTICAL                     | 2   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 20018  | AXON TASER - BATTERY PACK - TACTICAL                     | 8   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 70033  | AXON - DOCK WALL MOUNT - BRACKET ASSY                    | 1   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 71019  | AXON BODY - DOCK POWERCORD - NORTH AMERICA               | 1   | 1                 | 03/01/2026              |
| BUNDLE - TASER 10 BASIC | 74200  | AXON TASER - DOCK - SIX BAY PLUS CORE                    | 1   | 1                 | 03/01/2026              |
| A la Carte              | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                         | 147 | 1                 | 03/01/2026              |
| A la Carte              | 100400 | AXON TASER 10 - CARTRIDGE - HALT                         | 105 | 1                 | 03/01/2026              |
| A la Carte              | 100623 | ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)         | 1   | 1                 | 03/01/2026              |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|--------|------|-------------|-----|----------------------|--------------------|
|--------|------|-------------|-----|----------------------|--------------------|



Software

| Bundle                  | Item   | Description                       | QTY | Estimated Start Date | Estimated End Date |
|-------------------------|--------|-----------------------------------|-----|----------------------|--------------------|
| BUNDLE - TASER 10 BASIC | 101180 | AXON TASER - DATA SCIENCE PROGRAM | 8   | 04/01/2026           | 03/31/2031         |
| BUNDLE - TASER 10 BASIC | 20248  | AXON TASER - EVIDENCE.COM LICENSE | 8   | 04/01/2026           | 03/31/2031         |
| BUNDLE - TASER 10 BASIC | 20248  | AXON TASER - EVIDENCE.COM LICENSE | 1   | 04/01/2026           | 03/31/2031         |

Services

| Bundle     | Item  | Description   | QTY |
|------------|-------|---|-----|
| A la Carte | 44729 | AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE | 1   |

Warranties

| Bundle                  | Item   | Description                                     | QTY | Estimated Start Date | Estimated End Date |
|-------------------------|--------|---|-----|----------------------|--------------------|
| BUNDLE - TASER 10 BASIC | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE           | 8   | 03/01/2027           | 03/31/2031         |
| BUNDLE - TASER 10 BASIC | 80374  | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 8   | 03/01/2027           | 03/31/2031         |
| BUNDLE - TASER 10 BASIC | 80374  | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 2   | 03/01/2027           | 03/31/2031         |
| BUNDLE - TASER 10 BASIC | 80396  | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 1   | 03/01/2027           | 03/31/2031         |

Shipping Locations

| Location Number | Street          | City   | State | Zip        | Country |
|-----------------|-----------------|--------|-------|------------|---------|
| 1               | 1222 Johnson St | Keokuk | IA    | 52632-4334 | USA     |
| 2               | 1222 Johnson St | Keokuk | IA    | 52632-4334 | USA     |

Payment Details

|                          |        |   |     |             |                    |
|--------------------------|--------|---|-----|-------------|--------------------|
| Mar 2026                 |        |   |     |             |                    |
| Invoice Plan             | Item   | Description   | Qty | Subtotal    | Tax Total          |
| Year 1A                  | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                    | 147 | \$1,630.92  | \$0.00 \$1,630.92  |
| Year 1A                  | 100400 | AXON TASER 10 - CARTRIDGE - HALT                    | 105 | \$1,164.94  | \$0.00 \$1,164.94  |
| Year 1A                  | 100623 | ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)    | 1   | \$54.80     | \$0.00 \$54.80     |
| Year 1A                  | C00026 | BUNDLE - TASER 10 BASIC                             | 8   | \$11,649.41 | \$0.00 \$11,649.41 |
| Total                    |        |   |     | \$14,500.07 | \$0.00 \$14,500.07 |
| Apr 2026                 |        |   |     |             |                    |
| Invoice Plan             | Item   | Description   | Qty | Subtotal    | Tax Total          |
| Invoice Upon Fulfillment | 44729  | AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE | 1   | \$0.00      | \$0.00 \$0.00      |
| Total                    |        |   |     | \$0.00      | \$0.00 \$0.00      |
| Aug 2026                 |        |   |     |             |                    |
| Invoice Plan             | Item   | Description   | Qty | Subtotal    | Tax Total          |
| Year 1B                  | 100399 | AXON TASER 10 - CARTRIDGE - LIVE                    | 147 | \$1,897.08  | \$0.00 \$1,897.08  |
| Year 1B                  | 100400 | AXON TASER 10 - CARTRIDGE - HALT                    | 105 | \$1,355.06  | \$0.00 \$1,355.06  |
| Year 1B                  | 100623 | ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)    | 1   | \$63.75     | \$0.00 \$63.75     |
| Year 1B                  | C00026 | BUNDLE - TASER 10 BASIC                             | 8   | \$13,550.59 | \$0.00 \$13,550.59 |
| Total                    |        |   |     | \$16,866.48 | \$0.00 \$16,866.48 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/13/2026

