

AGENDA
CITY COUNCIL MEETING
September 3, 2026
501 Main Street
5:30 P.M.

1. Call to Order.
2. Pledge of Allegiance:
3. Roll Call.
4. Mayor's Report:
5. Citizens' Comments:
6. Consent Agenda.
 - Minutes of the Regular Council meeting of August 20, 2026;
 - Re-appointment of Risa Langedal and Sylvia Mills-Echols to the Keokuk Housing Authority, term to expire September 5, 2028;
 - Motion to pay bills and transfers listed in Register No.'s 5560-5561;
7. Motion to approve initial reading of an Ordinance establishing Chapter 11.20 in the Code of Ordinances of the City of Keokuk, Iowa, regulating after-hours access and loitering on city owned property.
8. Consider resolution approving agreement with Modjeski & Masters to provide annual inspection of the Keokuk Municipal Bridge.
9. Consider resolution approving hiring of a Community Development Director and setting the wage for the position.
10. Council Liaison Reports:
11. Staff Reports:
12. Adjourn Meeting.

MINUTES
CITY COUNCIL MEETING
August 20, 2026
501 Main Street
5:30 P.M.

The City Council of the City of Keokuk met in regular session on August 20, 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. Tyler Walker, Kathie Mahoney, Doug Matlick, Steve Andrews, Devon Dade, Matt VanBerkum, Michael Greenwald and Roger Bryant, were present. Todd Marshall was absent. Staff in attendance: City Administrator Jim Ferneau, City Clerk Celeste El Anfaoui, Public Works Director Brian Carroll, Community Development Director Pam Broomhall, Police Chief Zeth Baum, and Waste Water Treatment Plant Manager Tom.

MAYOR’S REPORT: The Mayor provided an update on his attendance at the School Board meeting to gauge interest in the school district assuming responsibility for Joyce Park. He reported that the homeless shelter is nearing completion. He also stated that the sound system in the Council Chambers will be reviewed and tested in an effort to improve the ongoing sound issues.

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

- Minutes of the Council Workshop & Regular Council meeting of August 6, 2026;
- Cash Receipts & Treasurer’s Report for July 2026;
- **RESOLUTION NO. 165-2026:** Approving an Urban Revitalization Tax Exemption for Michael & Nolann Thrush, 2018 Missouri Street, 26’x32’ detached garage w/8’x26’ covered porch;
- **RESOLUTION NO. 166-2026:** Approving a Liquor License for Keokuk Labor Fraternal Council, 301 Blondeau Street, Class C Retail Alcohol License, 5-day term effective September 3-7, 2026 - **effective immediately pending dram;**
- Special Event Permit for Tonya Diamond, Don’t You Ever Give Up Suicide Walk, Saturday, September 5, 2026, Rand Park (rain date September 6, 2026);
- Motion to pay bills and transfers listed in Register No.’s 5557-5559;

Mayor Smidt opened the public hearing at 5:35 p.m. on a request for a permanent encroachment permit at 19 N. 7th Street. A public hearing notice was published in the Daily Gate City on August 6, 2026.

COMMENTS: Broomhall gave overview.

There being no further comments or objections, Mayor Smidt closed the public hearing at 5:36 p.m.

Motion made by Greenwald, second by Walker to approve the following proposed **RESOLUTION NO. 167-2026:** “A RESOLUTION GRANTING A PERMANENT ENCROACHMENT FOR AN ADA RAMP AT 19 N. 7th STREET, AS REQUESTED BY MBMRE, LLC d/b/a GREEN OAK DEVELOPMENT.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Bryant, second by Matlick to approve the following proposed **RESOLUTION NO. 168-2026:** “A RESOLUTION AWARDED A CONTRACT WITH PIERCE FENCE COMPANY FOR LEVEE ACCESS FENCING PROJECT.” (8) AYES, (0) NAYS. Motion carried.

Motion made by Greenwald, second by Dade to approve the following proposed **RESOLUTION NO. 169-2026**: “ A RESOLUTION APPROVING 411 AGREEMENTS WITH NORTH RISK PARTNERS.” (8) AYES, (0) NAYS. Motion carried.

SEIRPC Presentation on Elkem Site Cleanup Updates: Zach James, Assistant Director of the Southeast Iowa Regional Planning Commission, presented information regarding the Brownfield cleanup grants awarded to the City of Keokuk for the cleanup of the Elkem Carbide site and the status of the cleanup. He was assisted by Kansha Tiwari, Planner for the Southeast Iowa Regional Planning Commission, and Emily Smart, Environmental Consultant with Eocene.

Motion made by Matlick, second by Dade to approve the following proposed **RESOLUTION NO. 170-2026**: “ A RESOLUTION APPROVING THE HIRING OF A PROJECT COORDINATOR AND SETTING SALARY.” (6) AYES, (2) NAYS – Matlick & Mahoney. Motion carried.

COUNCIL LIAISON REPORTS: Matlick reported that the Public Works Committee reviewed the request regarding the Marez easement and is not in favor of granting the easement. The Committee will maintain the decision made regarding the previous request in the 1980s. Greenwald reported on the Public Safety Committee meeting, including concerns regarding vandalism in the parks and the rules and regulations related to the urban deer hunt. Mahoney informed the Council that the Personnel Committee will meet to discuss the final candidate for Broomhall’s position and will bring a recommendation before the Council at the next meeting.

STAFF REPORTS: Carroll informed the Council that Park Lane will be open on Monday, August 24. Ferneau informed the Council of the upcoming Main Street Review for Wednesday, August 26, and discussed obtaining an agreement related to communication companies regarding excavation within the City’s right-of-way.

Motion made by Walker, second by Dade to adjourn meeting at 6:27 p.m.

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 SEPTEMBER 3, 2026.

REGISTER NO. 5560

KEOKUK TERMITE & PEST CONTROL	PEST CONTROL	\$ 840.00
GRAY QUARRIES, INC	ROADROCK,PEA GRAVEL,SUPER PATC	\$ 4,757.58
JIM BAIER, INC	PARTS	\$ 200.00
RIVER CITY PARTS, INC.	PARTS	\$ 162.54
IDEAL READY MIX COMPANY, INC	CONCRETE	\$ 539.55
MICROBAC LABORATORIES, INC	WPC TEST SAMPLES	\$ 3,621.25
TASKE FORCE, INC.	SERVICE	\$ 4,872.00
GALLS, LLC	SUPPLIES	\$ 749.97
MCFARLAND-SWAN OFFICE CITY	SUPPLIES	\$ 134.98
ALLIANT	SERVICE	\$ 27,148.50
THE CARDBOARD BOX	UPS CHARGES WWTP	\$ 50.09
CENTURY LINK	SERVICE	\$ 275.36
GREAT RIVER REGIONAL WASTE	KEOKUK CARBIDE CLEANUP/SERVICE	\$ 481,901.87
TRUCK REPAIR, INC	PARTS AIRPORT	\$ 101.60
MEYERS PLUMBING	MATERIAL/LABOR SINKS VICTORY PARK	\$ 855.80
ENDERLE HEATING & A/C COMPANY	PARTS/LABOR VARIOUS LOCATIONS	\$ 1,954.43
VEENSTRA & KIMM, INC.	ENG.SERVICE LTCP & EPA COMPLIA	\$ 2,517.50
HY-VEE, INC.	SUPPLIES	\$ 702.61
PER MAR SECURITY SERVICES	SERVICE	\$ 3,444.66
NORTH CENTRAL LABORATORIES	LAB SUPPLIES WWTP	\$ 131.78
TERMINAL SUPPLY CO.	PARTS/SUPPLIES VEHICLE MAINT.	\$ 457.55
ADVANCED RADIATOR, INC.	PARTS JD RADIATOR AIRPORT	\$ 990.74
FERGUSON ENTERPRISES LLC #1657	CREDIT ON ACCOUNT	\$ (470.20)
KEOKUK FARM & HOME SUPPLY	SUPPLIES	\$ 1,540.71
PAUL S. KELLY SR.	PARK BATHROOM VENT MOTOR REPLC	\$ 86.50
MENARD INC.	SUPPLIES	\$ 910.39
UNIVERSITY OF IA HOSPITALS &	BLS PROVIDER CARDS KFD	\$ 25.50
STANLEY CONSULTANTS INC.	PROF SERVICE MARCH-JULY 2026	\$ 12,931.51
ANDREW WHITAKER	TRAVEL PER DIEM LUNCH DES MOINES	\$ 22.00
MEDIACOM	SERVICE	\$ 19.95
ELECTRONIC ENGINEERING	LABOR/SUPPLIES SQUAD RADIO	\$ 356.94
GRAINGER	SUPPLIES WWTP	\$ 1,437.40
MES SERVICE COMPANY, LLC	SCOTT REPAIR KEOKUK FIRE DEPT.	\$ 400.07
HILL'S PET NUTRITION SALES,INC	ANIMAL CONTROL SUPPLIES	\$ 75.19
IMI EQUIPMENT, LLC	JD PARTS AIRPORT	\$ 366.14
BRITE-WAY WINDOW SERVICE	WINDOW CLEANING @ LIBRARY	\$ 102.00
LEWIS EXCAVATING & SEPTIC,INC.	CAPPED WATER/FIRE CARBIDE PLNT	\$ 2,385.00
BRETT DAVIS	TRAVEL PER DIEM LUNCH DES MOINES	\$ 22.00
FRESE ORNAMENTAL NURSERY, INC.	1 KWANZAN CHERRY PARKS DEPT.	\$ 182.95
WEST CENTRAL FS INC.	BULK OIL	\$ 4,262.50

REGISTER NO. 5561

IOWA DEPARTMENT OF	36PAPER ROLLS 8.5'X100' KPD	\$	105.12
VERIZON WIRELESS	SERVICE	\$	774.42
ACCO UNLIMITED CORPORATION	POOL CHEMICALS	\$	1,312.80
IDALS	ANIMAL WELFARE LICENSE RENEWAL	\$	150.00
RNJ'S DISTRIBUTION INC.	WATER + FUEL SURCHARGE	\$	51.99
LIBERTY UTILITY IOWA	SERVICE	\$	770.59
LYNCH DALLAS, PC.	PROFESSIONAL SERVICES	\$	393.50
MID COUNTRY MACHINERY, INC.	PARTS/SUPPLIES BRIDGE DEPT.	\$	99.73
SAVIOUR APPLIANCE	SERVICE CALL,PARTS,LABOR KFD	\$	208.45
TSS	SERVICE	\$	80.00
COMMERCIAL CONTRACTING	CONTRACT WORK	\$	2,755.00
GAME TIME	PLAYGROUND EQUIPMENT	\$	6,358.62
AGRINEED, INC.	5GAL CORNBELT ESTER AIRPORT	\$	273.35
ICONNECTYOU	SERVICE	\$	310.60
QUINCY MEDICAL GROUP	SERVICE	\$	387.67
RICOH USA, INC.	SUPPLIES LIBRARY	\$	132.00
STEVEN R LONG	CITY HALL JANITORIAL SERVICE	\$	600.00
IOWA ONE CALL	SERVICE	\$	192.50
LEXIPOL LLC	LAW ENF.PROC.SUPPLEMNT,TRAININ	\$	16,530.40
WALZ LABEL AND MAILING SYSTEMS	LEASED EQUIPT.SEPT-DEC.2026	\$	292.05
NORRIS ASPHALT PAVING	1/2' SURFACE RUT STREET DEPT.	\$	1,619.64
TRI-STATE HEATING & ELECTRIC	NUISANCE MOWINGS	\$	2,640.00
COMMUNICATIONS ENGINEERING	LABOR,MATERIAL,TRAVEL 501MAIN	\$	689.00
MOTOROLA SOLUTIONS, INC.	SERVICE	\$	755.90
WIZNERDS	TIME/FIREWIRE EXP.CARD LIBRARY	\$	240.00
BODDEKER BOATS LLC	BOAT MAINTENANCE KVEC	\$	1,328.00
BENJAMIN SPARROW	GRAND THEATER JANITORIAL/SUPPLIES	\$	335.69
ELITE LAWN AND LANDSCAPE LLC	NUISANCE CLEANUPS	\$	4,660.00
ACCESS SYSTEMS LEASING	8/5-9/4/26 COVERAGE LIBRARY	\$	194.77
JONES CONTRACTING CORP.	APP.#10 KEOKUK RIVERFRNT TRAIL	\$	68,011.42
CENGAGE LEARNING INC./GALE	SUPPLIES KEOKUK PUBLIC LIBRARY	\$	86.05
BOLTON & MENK, INC.	PROFESSIONAL SERVICES	\$	44,964.50
MMC ENTERPRISES	7 ELECTRICAL GROUND COVERS	\$	4,686.50
APPLIED CONCEPTS, INC.	PARTS KPD	\$	165.00
COAST TO COAST CALIBRATIONS,	SERVICE WRRF	\$	378.00
MICHELLE MORTIMER	GRAND THEATRE MANAGER FEE	\$	400.00
VIKING AGGREGATES, INC.	FILL SAND WASHED STREET DEPT.	\$	371.45
ACCESS SYSTEMS LEASING	COPIER AGREEMENT KEOKUK PD	\$	273.71
IMON COMMUNICATIONS, LLC	SERVICE KEOKUK PUBLIC LIBRARY	\$	294.98
DW ZINSER COMPANY, INC.	DEMO/SOIL REMED.ELKEM CARBIDE	\$	180,463.65
COGENT, INC.	PUMP REPAIR WATER POLL.CONTROL	\$	11,765.00
		\$	917,168.96



COUNCIL ACTION FORM

Date: 9/3/26

Presented By: Chief Z. Baum

Subject: 11.20 Loitering Ordinance Agenda Item: 7

Description:

The proposed ordinance chapter to be added to the City Code of Ordinances (11.20) is intended to establish clearer and more enforceable restrictions regarding access to and conduct on City-owned properties and to clarify what constitutes prohibited loitering. This is recommended by staff to assist in combating the vandalism, littering, and other undesirable acts taking place on city-owned properties. The key components of the ordinance change curfew on city-owned properties to 10pm and clearly defining what constitutes loitering.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: Not Applicable Title: Not Applicable

Amount Budgeted: 0

Actual Cost: 0

Under/Over: ----

Funding Sources:

Not Applicable

Departments:

Police

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

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Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING CHAPTER 11.20 IN THE CODE OF ORDINANCES OF THE CITY OF KEOKUK, IOWA, REGULATING AFTER-HOURS ACCESS AND LOITERING ON CITY-OWNED PROPERTY

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

SECTION 1. PURPOSE AND INTENT.

The City Council finds that the City owns, operates, maintains, and provides for public use of numerous parks, recreational facilities, public buildings, parking areas, grounds, and other properties throughout the City.

The City Council further finds that after-hours activity on City-owned property has resulted in or contributed to vandalism, destruction of property, littering, unauthorized use of facilities, damage to recreational equipment and landscaping, disturbances, and other conduct that interferes with the City's ability to maintain safe, clean, and accessible public facilities.

The purpose of this chapter is to establish reasonable hours for public access to City-owned property, prevent unauthorized after-hours use, and prohibit loitering and other conduct that interferes with the safe, orderly, and lawful use, operation, maintenance, and protection of City property.

This chapter is intended to regulate conduct and use of City property and shall not be construed to prohibit constitutionally protected speech, assembly, petition, or other protected activity when otherwise lawfully conducted.

SECTION 2. AMENDMENT.

The Code of Ordinances of the City of Keokuk, Iowa, is amended to establish Chapter 11.20 as follows:

CHAPTER 11.20 LOITERING ON CITY-OWNED PROPERTY

11.20.010 - Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings set forth herein:

CITY-OWNED PROPERTY. Any real property owned, leased, operated, controlled, or maintained by the City, including, but not limited to, public parks, playgrounds, recreational areas, trails, athletic fields, courts, shelters, municipal parking areas, public buildings, grounds, facilities, structures, and other areas owned or controlled by the City.

CURFEW HOURS. The period beginning at 10:00 p.m. each day and continuing until 5:00 a.m. the following day, unless different hours are specifically established for a particular City-owned property by ordinance, resolution, posted notice, or other lawful action of the City.

LOITER. To remain, stand, sit, congregate, or linger upon City-owned property without a legitimate purpose or lawful reason for being present, after being requested by a law enforcement officer, City employee, or other authorized City representative to leave or relocate, when the person's continued presence or conduct:

1. Interferes with or obstructs the normal use, operation, maintenance, or enjoyment of the property by the public;
2. Interferes with or obstructs the duties of City employees, contractors, emergency personnel, or law enforcement officers;
3. Creates or contributes to a condition that presents a reasonably apparent threat to the safety of persons or property;
4. Involves conduct prohibited by federal, state, or local law or ordinance;
5. Involves damage, attempted damage, tampering with, or unauthorized use of City property or equipment;
6. Involves littering, dumping, or depositing refuse or other materials upon City-owned property in violation of law or ordinance; or
7. Is undertaken for the purpose of facilitating, concealing, or assisting unlawful activity.

The term "loiter" shall not include merely being present upon City-owned property, engaging in constitutionally protected activity, traveling through or using public property for a lawful purpose, or remaining on property pursuant to an express or implied authorization of the City.

AUTHORIZED PERSON. Any City employee, law enforcement officer, contractor, lessee, permit holder, or other person authorized by the City to be present on or use City-owned property during otherwise restricted hours.

11.20.020 - City-owned property closed during curfew hours.

A. Except as otherwise provided in this chapter, no person shall enter upon, remain upon, or use City-owned property during curfew hours.

B. During curfew hours, all persons shall promptly leave City-owned property unless otherwise authorized under this chapter.

C. The presence of a person in a motor vehicle located upon City-owned property during curfew hours shall constitute a violation of this section unless the person is:

1. An authorized person;
2. Present for an emergency or other legitimate necessity; or
3. Otherwise expressly authorized by the City.

D. The City may establish different closing hours for particular City-owned properties when circumstances warrant. Any such hours shall be established by ordinance, resolution, posted notice, or other lawful action and shall be enforceable pursuant to this chapter.

11.20.030 - Loitering on City-owned property.

A. No person shall loiter on City-owned property.

B. A person shall not be considered to be loitering solely because the person is present on City-owned property, is standing or sitting in a public area, is engaging in constitutionally protected activity, or is otherwise lawfully using City property.

C. Before enforcement under this section, when circumstances reasonably permit, a law enforcement officer or authorized City representative may direct the person to cease the prohibited conduct, leave the property, or relocate to another area where the person's conduct will not interfere with the lawful use, operation, maintenance, or protection of City property.

D. Nothing in this section shall require an officer to issue a warning or direction before enforcement when:

1. The person is committing or has committed another violation of state or federal law or city ordinance;
2. Immediate enforcement is reasonably necessary to protect a person or property;
3. The person has previously been directed to leave or relocate and returns within 12 hours or continues the prohibited conduct; or
4. Circumstances make a warning impractical or unsafe.

11.20.040 - Prohibited conduct during curfew hours.

During curfew hours, no person shall:

- A. Enter or remain upon City-owned property without lawful authorization;
- B. Enter, climb upon, occupy, or use a building, structure, playground, athletic facility, recreational facility, shelter, restroom, concession facility, or other City property that has been closed to the public;
- C. Damage, deface, tamper with, remove, or interfere with City property;
- D. Deposit, discard, or leave litter, refuse, garbage, or other materials upon City-owned property except in designated receptacles;
- E. Operate or use recreational equipment, athletic facilities, playground equipment, or other City facilities that have been closed to the public;
- F. Block, obstruct, or interfere with the operation, maintenance, security, or protection of City-owned property; or
- G. Engage in any other conduct prohibited by federal, state, or local law.

11.20.050 - Exceptions.

The restrictions contained in this chapter shall not apply to:

- A. Police officers, firefighters, emergency medical personnel, or other emergency personnel acting within the scope of their duties;
- B. City employees, contractors, or agents performing authorized work;
- C. Persons experiencing an emergency or seeking emergency assistance;

- D. Persons attending a City-sponsored or City-approved event, activity, program, or function that has been authorized to occur during curfew hours;
- E. Persons expressly authorized by the City to be present during curfew hours;
- F. Persons using City-owned property to access City-owned boat docks for legitimate waterway access;
- G. Persons using City-owned property pursuant to a valid permit, reservation, lease, or other authorization issued by the City; or
- H. Any other person whose presence is specifically authorized by the City.

11.20.060 - Notice of closing hours.

The City may post signs at entrances to City-owned property advising the public of applicable closing hours and restrictions.

Failure to post a sign shall not constitute a defense to a violation of this chapter when the applicable closing hours have otherwise been established by ordinance, resolution, or other lawful action of the City.

11.20.070 - Enforcement.

A. Law enforcement officers and other persons authorized by the City may enforce the provisions of this chapter.

B. When a person is found on City-owned property during curfew hours, an enforcement officer may determine whether an exception contained in this chapter applies.

C. Nothing in this chapter shall limit an officer's authority to enforce any other applicable federal, state, or local law or ordinance.

D. A violation of this chapter may be enforced independently of any other criminal or civil violation arising from the same conduct.

11.20.080 - Penalty.

Any person violating any provision of this chapter shall be guilty of a municipal infraction and shall be subject to the penalties provided by the Code of Ordinances and applicable provisions of the Iowa Code.

Each separate act or occurrence constituting a violation of this chapter may be charged as a separate violation to the extent permitted by law.

11.20.090 - Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this chapter is determined to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter, which shall remain in full force and effect.

11.20.100 Repealer.

All ordinances or parts of ordinances in conflict with the provisions of this chapter are hereby repealed to the extent of such conflict, to include Ordinance 11.12.020 subsection 11.

11.20.110 - Effective date.

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

Passed and approved this ____ day of _____, 2026.

Mayor

ATTEST:

City Clerk



COUNCIL ACTION FORM

Date: September 3, 2026

Presented By: Brian Carroll, PWD

Subject: Keokuk Municipal Bridge Retainer Agreement Agenda Item: 8

Description:

Staff recommends approval of a Professional Services Retainer Agreement between the City of Keokuk and Modjeski and Masters, Inc. for annual inspection services of the Keokuk Municipal Bridge.

The agreement provides for the annual inspection of the bridge and related professional engineering services necessary to monitor the structural condition of the bridge and assist the City in maintaining compliance with applicable engineering and safety standards. The agreement establishes the terms under which Modjeski and Masters, Inc. will perform the required inspections and provide engineering recommendations as needed.

The scope of work for this project includes an annual structural inspection of the Keokuk Municipal Bridge which is owned and maintained by the City of Keokuk. This agreement includes annual inspections for the years 2026 thru 2030.

The proposed fee for the annual inspection services is \$21,200.00 per year, which is a lump-sum amount that includes all labor and direct expenses. Unless otherwise directed by the City, the fee will be billed in twelve (12) equal monthly installments of \$1,766.67, with the annual service term running from July through June.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 690-850-6490 Title: PROFESSIONAL SERVICES

Amount Budgeted: _____

Actual Cost: \$21,200

Under/Over: _____

Funding Sources:

Departments:

BRIDGE

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:

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MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO.

**A RESOLUTION APPROVING AGREEMENT WITH MODJESKI & MASTERS
TO PROVIDE ANNUAL INSPECTION OF THE KEOKUK MUNICIPAL
BRIDGE**

WHEREAS, staff recommends approval of an agreement with Modjeski & Masters to provide the annual inspection of the bridge and related professional engineering services in the amount of \$21,200 per year.

**NOW THERFORE LET IT BE HEREBY RESOLVED BY THE CITY COUNCIL
OF THE CITY OF KEOKUK, IOWA**, that the City Council hereby approve an agreement with Modjeski & Masters to provide bridge inspections for \$21,200 per year.

Passed this 3rd day of September 2026

Mayor – Mark Smidt

Attest – Celeste El Anfaoui

Agreement Between: Owner and Engineer

Contract Agreement Date: July 15, 2026

BETWEEN the Engineer's client identified as the **Owner:**

City of Keokuk
501 Main Street
Keokuk, IA 52632

and the **Engineer:**

Modjeski and Masters, Inc.
1254 University Drive, Suite 302
Edwardsville, IL 62025

for the following **Project:**

Keokuk Municipal Bridge – Annual Inspection Services

The Owner and Engineer agree as follows:

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ENGINEER'S RESPONSIBILITIES
3	SCOPE OF ENGINEER'S BASIC SERVICES
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5	OWNER'S RESPONSIBILITIES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	COMPENSATION
10	SCOPE OF THE AGREEMENT

ATTACHMENT A – INSURANCE REQUIREMENTS

ATTACHMENT B – SCOPE OF WORK AND FEE PROPOSAL

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1, Initial Information, for the following **PROJECT**:

Keokuk Municipal Bridge – Annual Inspection Services

THE OWNER: **City of Keokuk**
501 Main Street
Keokuk, IA 52632

THE ENGINEER: **Modjeski and Masters, Inc.**
1254 University Drive, Suite 302
Edwardsville, IL 62025

This Agreement is based on the following information.

PROJECT INFORMATION

The Project's physical characteristics:

The Keokuk Municipal Bridge crosses the Mississippi River between the cities of Keokuk, IA and Hamilton, IL. The bridge was originally constructed in 1871; the bridge superstructure was replaced in 1916. The bridge is a combined highway and single-track railway crossing; the upper highway portion has been out-of-service since 1985. The main bridge has a total length of 2,181 feet and consists of 11 truss spans, including a movable swing span which aligns with USACE Lock and Dam No. 19 just upstream of the bridge. The bridge also includes east and west highway approach spans and west railroad approach spans.

The Owner's program for the Project:

The Owner desires that an annual structural inspection be performed for the bridge. The limits of the inspection are as described above and include the highway and railroad approach spans. As noted, the annual inspection focuses on the structural components of the bridge. The annual inspection will include a cursory evaluation of mechanical and electrical components of the swing span, as well as a cursory assessment of swing span operation. If available, underwater soundings obtained by City personnel will be evaluated as part of the annual report. The inspection of all railroad track components are performed by others and are not included.

§ 1.2 The anticipated schedule for the Project is as follows:

Includes the structure's annual inspection for 2026, 2027, 2028, 2029 and 2030.

Effective July 1, 2026, thru June 30, 2031.

Annual field work will be performed in October or November of each year; the annual final inspection report will be transmitted no later than the following January 30.

§ 1.3 The Owner and Engineer may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Engineer shall appropriately adjust the schedule, the Engineer's services, and/or the Engineer's compensation.

ARTICLE 2 ENGINEER'S RESPONSIBILITIES

§ 2.1 The Engineer shall provide the professional services as set forth in this Agreement.

§ 2.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

§ 2.4 The Engineer shall notify the Owner of any out-of-scope work and obtain approval from the Owner prior to executing any out-of-scope or additional work.

§ 2.5 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 2.6 The Engineer shall comply with all applicable safety requirements while on Owner's Property.

§ 2.7 The Engineer shall maintain General Liability, Automobile Liability, Worker's Compensation and Professional liability insurance for the duration of this Agreement in accordance with **Attachment A**.

§ 2.8 The Engineer shall **not** be required to obtain Railroad Protective Liability Insurance for this project.

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in **Attachment B** and include usual and customary structural bridge inspection engineering services. Services not set forth in **Attachment B** are Additional Services.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services will be those that are not described within **Attachment B** and will be considered out-of-scope.

§ 4.3 Additional Services shall be compensated in accordance with Section 9.2.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

§ 5.3 The Owner shall provide the Engineer access to the Project site in order to execute work.

§ 5.4 The Owner shall provide a single member of the bridge maintenance staff to accompany the Engineer's inspector during the inspection.

§ 5.5 The Owner shall provide a bucket truck and inspection boat for use during the inspection.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 GENERAL

§ 6.1.1 The Owner and Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Work. The Owner and Engineer waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Engineer and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 6.2 MEDIATION

§ 6.2.1 Any claim dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

- ☒ Arbitration pursuant to Section 6.3 of this Agreement, in Keokuk, Iowa.
- ☐ Litigation in a court of competent jurisdiction, in Keokuk, Iowa.
- ☐ Other (Specify)

§ 6.3 ARBITRATION

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purpose, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 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.

§ 6.3.4 CONSOLIDATION OR JOINDER

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Engineer grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Engineer under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Engineer shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer shall be compensated for expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days written notice to the Engineer for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 This Agreement shall be governed by the laws of the State of Iowa, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern per Section 6.3.

§ 8.2 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 8.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

§ 8.4 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 8.5 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Engineer in the Owner's promotional materials for the Project.

§ 8.6 If the Engineer or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

The Engineer acknowledges that this Agreement is made with a political subdivision of the State of Iowa, and as such, may be subject to Public Records requests. Owner's disclosure of records pursuant to the Public Records law is not a breach of the contract. Additionally, Engineer accepts responsibility to maintain results of the inspection for the statutorily required time, and shall, upon request, promptly respond to any request made pursuant to Public Records laws of the State of Iowa. Should Engineer fail to comply with Iowa Public Record law, Engineer will indemnify the Owner and their employees.

§ 8.7 The sole and exclusive venue for any dispute resolution proceeding shall be in the place where the Project is located.

ARTICLE 9 COMPENSATION

§ 9.1 For the Engineer's Basic Services described under Article 3 and **Attachment B**, the Owner shall compensate the Engineer as follows:

Annual Inspection Services (Lump Sum) = \$21,200.00 per annum
= \$1,766.67 per month (July thru June, each year)

§ 9.2 For Additional Services as identified in Article 4, the Owner shall compensate the Engineer for all direct expenses at actual costs, with mileage as per current IRS rates, and labor at the following Billable Rates:

M&M Title (ASCE Grade)	Billable Labor Rate per Hour					
	2026	2027	2028	2029	2030	2031
Principal (E8)	\$412.72	\$433.36	\$455.02	\$477.77	\$501.66	\$526.75
Project Manager (E6, E7)	\$240.71	\$252.74	\$265.38	\$278.65	\$292.58	\$307.21
Senior Engineer (E4, E5)	\$200.70	\$210.74	\$221.27	\$232.34	\$243.95	\$256.15
Engineer (E1, E2, E3)	\$163.77	\$171.96	\$180.56	\$189.58	\$199.06	\$209.02
Engineering Technician (T3)	\$165.84	\$174.13	\$182.84	\$191.98	\$201.58	\$211.66
Drafter (T1, T2)	\$122.52	\$128.65	\$135.08	\$141.83	\$148.92	\$156.37

§ 9.3 PAYMENTS TO THE ENGINEER

§ 9.3.1 Unless otherwise agreed, payments for services shall be made monthly. Payments are due and payable upon presentation of the Engineer's invoice. Amounts unpaid 90 days after the invoice date, shall bear interest at the legal rate prevailing from time to time at the principal place of business of the Engineer.

§ 9.3.2 The Owner shall not withhold amounts from the Engineer's compensation to impose a penalty or liquidated damages unless the Engineer agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 9.3.3 Supporting information for billable labor and direct expenses for services performed as Additional Services shall be provided to the Owner upon request.

ARTICLE 10 SCOPE OF THE AGREEMENT

§ 10.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.

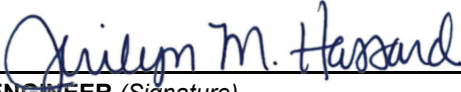
§ 10.2 This Agreement is comprised of the following documents listed below:

- .1 Agreement between Owner and Engineer
- .2 Attachment A – Insurance Requirements
- .3 Attachment B – Scope of Work and Fee Proposal

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ENGINEER (Signature)

Jerilyn Hassard, PE, SE,
Vice President / MidAmerica Regional Director

(Printed name and title)

ATTACHMENT A

INSURANCE REQUIREMENTS

Modjeski and Masters, Inc. shall maintain the following minimum insurance coverage and limits. Said limits may be met by a combination of primary and excess coverage.

- (a) Statutory Workers' Compensation in accordance with the laws of the state in which the work is performed. Employers liability (Part B) with limits of at least One Million Dollars (\$1,000,000) by disease policy limit, One Million Dollars (\$1,000,000) by disease each employee, and One Million Dollars (\$1,000,000) each accident, unless otherwise required by statute. The policy shall include a waiver of subrogation in favor of Owner.
- (b) Commercial Automobile Liability including contractual liability as provided in ISO Form CA 00 01 or equivalent with a single combined limit of One Million Dollars (\$1,000,000) per occurrence. Coverage is provided for bodily injury including death and property damage and applies to all vehicles owned, non-owned or hired.
- (c) Commercial General Liability insurance, including contractual liability, covering bodily injury, including death, personal injury, property damage, advertising injury, fire legal liability and products and completed operations as provided in the CG 00 01 ISO Form or equivalent with (x) a combined single limit in an amount of One Million Dollars (\$1,000,000) per occurrence and (y) a general aggregate limit of Two Million Dollars (\$2,000,000). This insurance shall contain contractual liability as per the CG 00 01 or equivalent and shall include products/completed operations liability. Coverage must be provided on a post 2004 ISO occurrence form or equivalent. Products/completed operations coverage shall be maintained in place for one year after termination of this agreement. Policy shall include a separation of insureds provision.
- (d) Professional Liability (Errors & Omissions) insurance with (x) a limit in an amount of Five Million Dollars (\$5,000,000) per claim and (y) aggregate limit of Five Million Dollars (\$5,000,000).
- (e) Umbrella/Excess Liability coverage with (x) Five Million Dollars (\$5,000,000) occurrence limit and (y) Five Million Dollars (\$5,000,000) aggregate limit. Coverage shall follow the form of the primary underlying policies (general liability, commercial auto liability and employers liability).
- (f) The general liability, commercial auto and umbrella/excess liability policies described above in this Attachment A (v) must name the City of Keokuk as an additional insured, (w) provide a waiver of subrogation endorsement, and (x) must contain an endorsement that general liability insurance is primary and non-contributing with respect to any insurance carried by an Indemnitee. In addition, the general liability policy must contain the ISO endorsement CG 24 17 or equivalent providing railroad contractual liability coverage.
- (g) The insurance policy(ies) described in this Attachment A shall be written by a reputable insurance company or companies acceptable to the City of Keokuk with a current Best's Insurance

Guide Rating of A and Class X or better. Each insurance company shall be authorized to transact business in the state in which the work is being performed. Modjeski and Masters shall provide the City of Keokuk with certificate(s) of insurance evidencing the insurance (including endorsements) required under this Attachment A, and shall replace such certificate(s) as they become expired or otherwise invalid; *provided, that* the City of Keokuk's acceptance of Certificates of Insurance that do not satisfy the requirements set forth in this Attachment A shall not be deemed a waiver by the City of Keokuk of Modjeski and Masters' obligations under this Attachment A. The policies shall provide for not less than ten (10) days prior written notice to the City of Keokuk of cancellation of, or any material change in, the policies.

(h) It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Modjeski and Masters from or serve to limit Modjeski and Masters' liability under the provisions of this Agreement.

(j) If the insurance maintained by Modjeski and Masters takes the form of a Claims Made Policy, Modjeski and Masters agrees to purchase whatever supplemental coverage may be necessary to provide continuous coverage of its potential liability under the Agreement, consistent with the requirements set forth in this Attachment A, for a period of time of at least five (5) years following the termination of this Agreement.

ATTACHMENT B

SCOPE OF WORK AND FEE PROPOSAL

Scope of Work:

The scope of work for this project includes an annual structural inspection of the Keokuk Municipal Bridge which is owned and maintained by the City of Keokuk. This agreement includes annual inspections for the years 2026 thru 2030.

In general, the scope of the inspection field work and reporting will be essentially unchanged since Modjeski and Masters, Inc. began performing this service for the City in 1977. The inspection includes the eleven truss main spans, the west approach highway spans, the west approach railroad spans, and the east approach highway spans, including the retained fill approach. Inspection of the main spans includes the out-of-service upper highway portion of the structure. The primary purpose of the inspection is to observe and evaluate the structural components of the bridge including all superstructure components and the substructure elements that are visible above the waterline at the time of the inspection. A cursory inspection of mechanical and electrical components of the swing span is included, as well as an assessment of overall swing span operation. The inspection of track components is not included.

The proposed fee below assumes that the inspection is performed by a single inspector from our Edwardsville, IL office over a period of three days (which includes travel time). Note that our inspection personnel are qualified inspection team leaders in accordance with FRA (49 CFR Part 237) and NBIS (23 CFR Part 650, Subpart C) requirements and have eRailsafe safety training. The proposed fee also assumes that the City will continue to provide a single member of the bridge maintenance staff to accompany our inspector during the inspection, as well as continuing to provide a bucket truck and inspection boat.

A written inspection report will be prepared following each annual inspection that will document that year's inspection findings. The inspection report will include an overall assessment of the structure's condition, a tabular summary of specific defects, and representative photos of the defects. If available, underwater soundings obtained by City personnel will be evaluated as part of the report. Recommendations for maintenance and repair will be included.

The proposed inspection field work and reporting are in compliance with FRA requirements (49 CFR Part 237). Note that the level of detail for documentation of defects is sufficient for an overall evaluation of the condition of the structure; however, additional documentation may be necessary if the City desires additional load capacity rating of the structure or the preparation of specific repair details.

Fee Proposal:

Our proposed fee for each annual inspection is \$21,200.00 per annum; this is a lump sum fee which includes all labor and direct expenses. Unless directed otherwise, this fee will be billed monthly (\$1,766.67 per month) with a term of July thru June for each annual inspection.

July 15, 2026

Mr. Brian Carroll
Public Works Director
City of Keokuk
501 Main Street
Keokuk, IA 52632

**RE: Keokuk Municipal Bridge
Annual Inspection Retainer Adjustment**

JN 0016

Dear Mr. Carroll,

Modjeski and Masters has maintained a retainer agreement with the City of Keokuk related to the annual inspection of the Municipal Bridge since 1977. The period of the retainer was established as beginning in July for that year's inspection and ending the following June.

Since 2000, we have coordinated with the City and adjusted inspection procedures in an attempt to maintain our level of service and costs. However, based on our actual costs incurred over the last several years, we find it necessary to request an adjustment to the retainer fee established in 2021. Therefore, we respectfully request that our retainer be increased to \$1,766.67 per month (\$21,200.00 per annum) effective July 1, 2026. The retainer would continue to be invoiced on a monthly basis with the July thru June period for each annual inspection.

Similar to our existing retainer, this fee completely covers all costs related to the annual inspection and report. The level of service will remain the same and assumes a three-day (includes travel) inspection with a single inspector from our Edwardsville, IL office and preparation of a follow-up report similar in format and content to recently transmitted reports. Please note that our assigned inspection personnel are qualified inspection team leaders in accordance with Federal Railroad Association (and National Bridge Inspection Standards) requirements. The inspection focuses on the structural aspects of the bridge including all superstructure components and the substructure elements that are visible above the waterline at the time of the inspection. Our inspection personnel are familiar with the movable aspects of the swing span and also perform a cursory inspection of mechanical and electrical components. Inspection of the track components historically has not been requested or performed.

The proposed fee adjustment also assumes that the City will continue to provide a single member of the bridge maintenance staff to accompany our inspector during the inspection, as well as continuing to provide the bucket truck and inspection boat. It should be noted that this assistance provided by the City has been instrumental in keeping costs to a minimum. The bridge maintenance personnel are also very helpful with their knowledge of current bridge operations.

Please note that the retainer amount does not include all costs associated with the 10-year in-depth inspection, which was last performed in 2020. The 10-year in-depth inspection typically includes a thorough inspection of all mechanical and electrical components, as well as an underwater inspection using sidescan sonar and/or divers. In the past, detailed cost proposals have been prepared for the in-depth inspection and the retainer fee has been deducted from the total amount.

The retainer also does not include any additional services requested by the City. Over the years, these additional services have included: emergency inspection services as related to flooding and a train derailment, the preparation of load capacity ratings, the preparation of rehabilitation plans for redecking the bridge (following the derailment), for electrical equipment upgrades, and the preparation of rehabilitation plans for the Iowa Approach substructure. Standalone cost proposals will be prepared for any additional as-requested services.

A draft version of the 2026 – 2030 retainer agreement is attached for your review and signature. We appreciate your consideration of our proposed request for our retainer fee. Please contact me if you have any comments or questions.

Very truly yours,

C.D. Buckel, PE
Project Manager



COUNCIL ACTION FORM

Date: 9/3/26

Presented By: Jim Ferneau

Subject: Hiring Community Development Director Agenda Item: 9

Description:

With the pending retirement of our current Community Development Director, Pam Broomhall, after a dedicated career in the position, the Personnel Committee reviewed the job description and went through a significant job search process to fill the soon to be vacant position. We received a dozen applications of interest in the position, both from within the community and the profession. After reviewing the backgrounds of the individuals involved and several of the individuals themselves, the Personnel Committee is bringing forth Vincent Sanders to replace Pam in the position. Vincent would plan on beginning in the position on or about September 28, 2026. The agreed upon salary for the position is \$83,000, with an increase to \$85,000 after 6 months.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 001-540-6010 Title: Building and Zoning

Amount Budgeted: 85,000.00

Actual Cost: _____

Under/Over: ----

Funding Sources:

Departments:

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Recommend Approval.

Recommend Approval.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

[illegible]

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE HIRING OF A COMMUNITY
DEVELOPMENT DIRECTOR AND SETTING THE WAGE FOR THE
POSITION**

WHEREAS, the City of Keokuk, Iowa has a Community Development Department; and

WHEREAS, the Director of the Community Development Department is in the process of retiring after many years of dedicated service; and

WHEREAS, the City Council of the City of Keokuk, Iowa desires to continue to have a Community Development Director; and

WHEREAS, the Personnel Committee of the City of Keokuk, Iowa has reviewed a dozen applications from individuals who are interested in the Community Development Director position and recommends the hiring of Vincent Sanders to fill the position.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEOKUK, IOWA, that Vincent Sanders is hereby appointed the new Community Development Director for the City of Keokuk, Iowa with a salary of \$83,000.00, with the formal hiring date to be on or about September 28, 2026.

BE IT FURTHER RESOLVED, that the salary will increase to \$85,000.00 after 6 months from the first date Vincent is in the position pending a positive employee evaluation.

PASSED, APPROVED, AND ADOPTED this 3rd day of September 2026.

Mark Smidt, Mayor

ATTEST: _____
Celeste El Anfaoui, City Clerk