

**AGENDA
KEOTA CITY COUNCIL
225 E. BROADWAY AVE.
NOVEMBER 7, 2022
7:00 P.M.**

1. Roll Call

2. *Approve Consent Agenda

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.

- a. Minutes of October 17, 2022 meeting
- b. Bills for payment

3. Department Reports

- a. Public Works
- b. Police
- c. Library
- d. Museum

4. Business

- a. Discussion With Paws And More
- b. POTENSAL APPROVAL OF ANIMAL SHELTER AGREEMENT
- c. Approve Resolution 2022-43: Bank Signature Card Addition of City Clerk
- d. Approve Resolution 2022-44: Cemetery Lot – Irene Baumert
- e. Approve Fiscal Year 2022 Annual Finance Report
- f. First Reading Ordinance Amendment 2022-297:Nuisance Lawn Furniture
- g. Potential Waving of 2nd and 3rd Reading Of Ordinance Amendment 2022-297
- h. Potential Approval of Ordinance Amendment 2022-297-Lawn Furniture
- i. Approve Contractors Application for Payment

5. Citizen Comments

6. Clerk/Council/Mayor Comments

7. *Adjournment

*Mayor Anthony Cansler*Councilman Matt Greiner*Councilwoman Danielle Imhoff
*Councilman Keith Conrad*Councilman Mike Bender*Councilman Heath McDonald

*Public Works Director Kevin Slaubaugh*Public Works Employee Micah Harmsen*Police Chief Doug Conrad
*City Clerk Brian Dickerson

OCTOBER 17, 2022

The Keota City Council met on October 17, 2022 at the Keota City Hall. The regular meeting was called to order at 7:00 p.m. by Mayor Anthony Cansler.

Council members answering roll call were Mike Bender, Keith Conrad, Danielle Imhoff, and Heath McDonald. City Employees present were Micah Harmsen, Toni Greiner, and Tomisha Hammes. Also in attendance was Nancy Detweiler, Chad McCleary, Dan Flynn, Karen Sypherd, and Casey James,

Motion was made by Councilman Conrad to approve the consent agenda including minutes from the October 3 and 11 meetings, bills for payment, and September month end financials. Councilwoman Imhoff seconded the motion. Motion passed with a 4-0 vote.

CITY OF KEOTA
OCTOBER 17, 2022 COUNCIL MEETING
FOR PERIOD OCTOBER 4 - OCTOBER 17, 2022

<u>PAYEE</u>	<u>AMOUNT</u>	<u>COMMENT</u>
CANSLER, ANTHONY	\$404.04	Payroll
CONRAD, DOUGLAS L.	\$1,997.87	Payroll
GREINER, ASHLEY	\$69.58	Payroll
GREINER, TONIA	\$828.12	Payroll
HAMMES, TOMISHA	\$1,507.15	Payroll
HARMSEN, MICAH	\$1,400.30	Payroll
SLAUBAUGH, KEVIN L.	\$1,650.66	Payroll
EFTPS	\$2,360.56	Employee Withholdings
TREASURER, STATE OF IOWA	\$2,111.97	3rd Quarter Iowa Employee Tax Withholdings
TREASURER, STATE OF IOWA	\$3,773.52	3rd Quarter Water Excise Tax
TREASURER, STATE OF IOWA	\$6,376.70	3rd Quarter Sales Tax
H & M FARM AND HOME	\$339.50	Streets - Snow Fence Posts
MID-AMERICA PUBLISHING	\$305.42	All Dept. Publications
MIKE'S PARTS AND SERVICE	\$15,450.00	Streets/Snow - Salt Spreader
VISION AG	\$237.25	Streets - Weed Control
ION ENVIRONMENTAL SOLUTIONS	\$3,765.00	Water/Sewer - Contracted Services for October
COX SANITATION	\$4,178.80	Garbage Pick-Up/Bags/Tags
WASHINGTON LUMBER	\$48.92	Streets - Sign Posts Repairs
US CELLULAR	\$156.33	All Dept. Cell Phones
COUNTY LINE MART	\$388.79	Police - Veh. O & M
US FIRST	\$190.00	Parks - Portable Restrooms
WMPF GROUP LLC	\$227.10	All Dept. - City Clerk Ads in Southeast Union/Sho
IOWA ONE CALL	\$29.70	Water/Sewer - Locates
FARMERS COOPERATIVE	\$677.69	All Dept. Veh O & M
HARRIS BOYZ	\$340.00	City Hall Bldg - Disconnect Air Conditioners for Rc
ALLIANT ENERGY	\$8,789.23	All Dept. Gas/Electric
DEARBORN ROOFING	\$54,023.00	City Hall Bldg. - New Roof
WINDSTREAM	\$288.57	All Dept. Phone/Fax
TOTAL	\$111,511.73	

Sep-22

FUND	BEGINNING BALANCE	RECEIPTS	EXPENDITURES	END BALANCE
LIBRARY CD 1	\$39,615.87			\$39,615.87
LIBRARY CD 2	\$31,116.41			\$31,116.41
SEWER CD	\$146,336.66			\$146,336.66

SEWER VEH CD	\$20,947.46			\$20,947
WATER CD	\$70,682.00			\$70,682
WATER VEH CD	\$427.35			\$427
DARE	\$250.86			\$250
POLICE FORFEITURE	\$572.49			\$572
GEN FD INV	\$1,450.57	\$0.25		\$1,450
GEN FD LIBR INV	\$4,984.53	\$0.85		\$4,985
LIB BUILDING	\$1,306.17	\$0.22		\$1,306
LIB MEMORIALS	\$306.18	\$0.13		\$306
PERPETUAL CARE FUND	\$10,921.95	\$1.87		\$10,923
POLICE VEHICLE INV	\$10,517.49	\$1.80		\$10,519
PARK & CEM VEH	\$606.85	\$0.10		\$606
CITY HALL BLDG RPR	\$19,230.66	\$3.29		\$19,233
CIVIL DEFENSE FU	\$3,177.24	\$0.54		\$3,177
KEOTA DAYCARE	\$1,191.01	\$0.20		\$1,191
WILSON MEMORIAL LIB	\$17,586.52	\$3.01		\$17,589
T&A METER INV	\$23,688.83	\$4.06		\$23,692
SIDEWALK SAVINGS	\$14,533.46	\$6.23		\$14,539
WTR VEH SAVINGS	\$11,325.43	\$5.94		\$11,331
WTR TWR MAIN SAVINGS	\$9,650.51	\$4.14		\$9,654
SEWER VEH SAVINGS	\$9,126.11	\$3.91		\$9,130
SNOW EQUIPMENT SAVINGS	\$5,074.84	\$2.18		\$5,077
CHECKING	\$1,048,058.93	\$351,844.09	\$262,562.26	\$1,137,340
GENERAL		\$230,349.55	\$221,925.07	
GENERAL - LOCAL				
OPTION		\$7,221.97		
CITY HALL PETTY CASH	\$50.00			\$50
CITY HALL CASH DRAWER	\$100.00			\$100
DARE				
ROAD USE		\$14,069.66	\$2,986.32	
EMPLOYEE BENEFIT		\$17,501.06	\$12,242.95	
DEBT SERVICE		\$2,295.73		
CAPITAL IMPROVEMENT		\$15,617.70		
LIBRARY		\$314.39	\$2,944.59	
LIBRARY PETTY CASH	\$25.00			\$25
LIBRARY MUSEUM				
WATER		\$29,055.54	\$18,244.74	
CP. WTR. TRTMNT. PLANT				
CP. WTR. TOWER				
CP. WTR. MAIN DAVIS ST				
CP. WTR MAIN				
BROAD/DAVIS				
UTILITY DEPOSITS		\$404.06		
SEWER		\$35,053.15	\$10,061.74	
SEWER EXT-BROADWAY				
SEWER PLANT UPGRADE				
TOTAL				\$1,592,181

Department Reports:

-Public Works Department – City Hall's new roof has been installed. Tremmel Back Hoe Service will come in to fix hydrant in the next week. The salt spreader was in bad shape. New one will be ordered. City wide clean up successful. Water main flushing will be October 25 and 26.

Chad McCleary – Water plant will be turned off on Tuesday and they will drain tower, switch over to rural water to drain the rest of the tower. The city will be on rural water while the tower is being cleaned. Hopefully by Monday the water will be shifted back over to the water treatment plant. Replaced the main valve on the water softener. Diffuser at the WWTP is still in the works to get fixed in November.

-Police Department – A written report was submitted. Reporting period of October 1 through October 15, 2022. There were seven service calls/complaints and thirteen citations issued. Service Calls/Complaints: one vandalism, one family and children, one disorderly conduct, one assist and serve, one misc. complaint, and two cat/dog/misc. animal. Citations issued: three Juvenile Motor Vehicle Theft/Golf Cart Class “D” Felony, three Juvenile Burglary 3rd Degree “D” Felony, two Juvenile Aid and Abet Motor Vehicle Theft/Golf Cart “D” Felony, two Juvenile Aid and Abet Burglary 3rd “D” Felony, and three Juvenile Criminal Mischief.

-Wilson Memorial Library – There was a large group for the afterschool program last week. The Keokuk County Extension Office will do the program next week for early out. The annual Halloween Party on October 31 from 4:00 to 5:00 p.m. at the library. Toni changed out the StoryWalk Story to a glow in the dark book. Board meeting will be on Monday, October 24.

-Keota Historical Museum – Working on the vault to update the Singmaster room. Display cases to put in the new room. Board meeting on Wednesday, October 19.

Discussion on Clerk Advisory Services. Councilman Conrad stated that he asked the city clerk to stay on in an advisory capacity after her last day. The Mayor and clerk will come up with an agreement to present at the next Council meeting.

Motion was made by Councilman Conrad to approve the Building Permit for 308 N. Fulton St. – Fence. Councilman McDonald seconded the motion. Motion passed with a 4-0 vote.

Motion was made by Bender to Resolution 2022-41: Wilson Memorial Library – Keokuk County Community Endowment Foundation Grant. Councilwoman Imhoff seconded the motion. Roll call vote: Ayes – Bender, Conrad, Imhoff, McDonald; Nays - None; Absent - Greiner. Motion passed with a 4-0 vote.

Motion was made by Councilman Conrad to Resolution 2022-42: Establishing a Review and Interview Committee for the Utility Billing Clerk Position. Councilwoman Imhoff seconded the motion. Roll call vote: Ayes – Bender, Conrad, Imhoff, McDonald; Nays - None; Absent - Greiner. Motion passed with a 4-0 vote.

Discussion of property 345 E. Broadway Avenue. Mayor Cansler, Councilman Keith Conrad, and Officer Doug Conrad met with the property owner. The options that were discussed were to clean up and clear off the lot, sell the lot, or put a fence/screen. The screen option was chosen by the property owner. The property owner set his timeline of having it completed in May 2023. The Council will write citations if the timeline is not followed.

Citizen comments –

Nancy Detweiler – She has some concerns about the lawn furniture on porches ordinance. She has redone her enclosed porch and put in windows. She was worried about the wording because she has actual furniture on her enclosed porch. Councilwoman Imhoff stated that the ordinance is for an open porch, not a screened in or enclosed porch. The Council will review the wording of the ordinance at the next meeting.

Clerk/Council/Mayor Comments –

City Clerk – Tomisha’s last day in office will be on November 8.

Conrad – Tiffany Greiner requested that if there are shelves in the basement available that the museum doesn’t want to use, she would be like to be put on a list to get them.

Imhoff – Paws and More requested to come to the November 7 meeting. She contacted Johnson County Refuse and they will be getting back to her about their services.

Cansler – The new city clerk starts Tuesday, October 18.

Motion was made by Councilman Conrad to adjourn at 8:21 p.m. Councilman Imhoff seconded the motion. Motion passed with a 4-0 vote. The City Council will next meet on Monday, November 7, 2022 at 7:00 p.m.

MAYOR ANTHONY CANSLER

ATTEST:

CITY CLERK TOMISHA HAMMES

These are not official minutes. These minutes will be approved at the next council meeting.

CITY OF KEOTA
 OCTOBER 17, 2022 COUNCIL MEETING
 FOR PERIOD OCTOBER 4 - OCTOBER 17, 2022

<u>PAYEE</u>	<u>AMOUNT</u>	<u>COMMENT</u>
CONRAD, DOUGLAS L.	\$1,997.87	Payroll
DICKERSON, PAUL	\$1,516.56	Payroll
GREINER, ASHLEY	\$69.58	Payroll
GREINER, TONIA	\$994.99	Payroll
HAMMES, TOMISHA	\$4,461.64	Payroll/Final Payout of Vacation, Comp Time, Personal Day
HARMSSEN, MICAH	\$1,400.30	Payroll
SLAUBAUGH, KEVIN L.	\$1,650.66	Payroll
EFTPS	\$4,242.64	Employee Withholdings
IPERS	\$4,197.70	Employee Benefits
ALL AMERICAN PEST CONTROL	\$34.47	Library - Pest Control
CENTER POINT LARGE PRINT	\$427.97	Library - Books
TONI GREINER	\$41.09	Library-mileage
KEOTA EAGLE FOODS	\$20.94	Library-water-punch-cups
WINDSTREAM	\$145.51	Library- phone-fax
INFOMAX OFFICE SYSTEM	\$147.36	Library-copier-lease
united states post office	\$170.72	water/sewers! Water bills
BLUE CROSS BLUE SHIELD	\$7,764.70	Employee Benefits
Mike's Parts & Service	\$145.00	Snow-Salt Spreader
IOWA LEAGUE OF CITIES	\$50.00	Gen.Gov Workshop
Iowa Rural Water Association	\$225.00	Water-Association Dues
Municipal Supply INC	\$186.00	Water-Operating Supplies
Carson Plumbing And Heating	\$110.00	Library-Inspection
Iowa One Call	\$44.10	Water-Water/Sewer Locates
Southeast Iowa Union	\$113.55	Water-Water/Sewer Publication
USA Bluebook	\$220.77	Streets-Street Maintenance
UNITED STATES POST OFFICE	\$120.00	All Dept. Stamps
Ollinger Electric	\$327.60	Pool- Drop Wires
Lyle Insurance	\$3,762.00	Pool- Builders Risk Insurance
United States Post Office	\$170.72	All Dept. Stamps
ALLIANT ENERGY	\$8,768.66	ALLDEPT.GAS/ELECTRIC
VERIZON	\$40.01	POLICE/HOTSPOT

TOTAL \$43,568.11

ANIMAL SHELTER AGREEMENT

THIS AGREEMENT entered into by and between the City of Columbus Junction, Iowa, an Iowa municipal corporation, 232 2nd Street, Columbus Junction, Iowa 52738, hereafter referred to as the "City"; and the Washington County Humane Society (d/b/a PAWS & More Animal Shelter), an Iowa nonprofit corporation, 1004 ½ W. Madison Street, Washington, Iowa 52353, hereafter referred to as "PAWS."

WHEREAS, PAWS runs a nonprofit animal shelter (the "Services") in the Washington County whose goal is to promote the adoption of stray animals in the City and surrounding areas; and

WHEREAS, the City and PAWS wish to enter into a multi-year agreement setting the terms of these services using PAWS standard fees.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Obligations of PAWS.** As a material term of this Agreement, PAWS will provide the following Services to the City, subject to the payment provisions in Section B of this Agreement:

1.1. **Stray Cats.** PAWS shall retrieve as needed, and house all stray cats under the jurisdiction of the City that are brought to the animal shelter operated by PAWS, including all cats brought to the animal shelter by any employee or agent of the City. All care of the cats housed at the animal shelter shall be at the sole cost and expense of PAWS.

1.2. **Stray Dogs.** After the City holds any unclaimed stray dogs for a period of seven (7) days as required by the City ordinances and policies at the City's dog pound, City shall deliver said animals to PAWS at a mutually agreeable time, to be housed at the sole cost and expense of PAWS pending adopting out of the animal.

1.3. **Trap, Neuter and Release services.** PAWS, on an as-needed basis to be arranged with the City or as requested by the City, shall conduct a program in the City to capture cats and sterilize said animals before releasing these animals back into the community.

1.4. **State regulations.** PAWS agrees to operate the animal shelter and provide the Services to the City in strict compliance with all state laws and regulations regarding the operation of an animal shelter.

1.5. **Reporting.** PAWS agrees to provide a verbal report to the City Council at least once per year, along with written reports during the year as merited.

1.6. **Invoices.** PAWS agrees to provide an annual invoice in July of each year for the previous calendar year for the actual services performed.

1.7. Notification of Changes in Service Fees. PAWS agrees to notify the City by January 15 of any fee changes that are to go in effect for the following City fiscal year.

2. Obligations of the City. As material terms of this Agreement, the City will provide the following to PAWS:

2.1. Fees for Service. In consideration of the Services PAWS provides to the City under Section (A)(1) of this Agreement, the City shall pay fees to the shelter on the following schedule:

- 2.1.1. Fiscal Year 2023 Boarding: Actual cats x \$20.00 boarding fee x 7 days/animal
Pick Ups: Actual cats picked up x \$70 fee/animal
Dogs: Actual dogs x \$105.40/animal
- 2.1.2. Fiscal Year 2024 Continuation of payment of PAWS standard rates
- 2.1.3. Fiscal Year 2025 Continuation of payment of PAWS standard rates

2.2. Payment for stray dogs. In exchange for taking the City's stray dogs after the initial seven (7) day holding period, the City will pay to PAWS, the sum of \$105.40 per dog retrieved by PAWS from the City within 30 days of invoice of PAWS. This fee is the typical cost of humanely euthanizing a dog by the City. Notwithstanding this program, at its sole discretion and cost, the City will euthanize any stray dogs that are a danger to the public as a result of the dog's temperament or health.

2.3. Payment for Trap, Neuter and Release services. As payment for PAWS conducting the trap, neuter and release services described in Section (A)(3) above, the City will pay to PAWS, within 30 days of invoice to the City, the sum of \$70 per animal sterilized. This fee is the typical cost of this program per animal. This amount will not exceed \$2,000 in a fiscal year unless agreed upon in advance by the City and PAWS.

2.4. Voluntary donation on utility bills. At the request of a City utility customer, the City shall place a voluntary donation charge of up to five dollars (\$5) per month on that customer's bill, in possible increments of \$1, \$2 or \$5 per month, with all such collections to be paid by the City to PAWS on a monthly basis. Donations may be terminated by utility customers at any time.

3. Administrative Provisions.

3.1. Term of Agreement. This Agreement will commence as of midnight on July 1, 2022 and will continue until 11:59 p.m. on June 30, 2025. Unless terminated by either party via written notice to the other party by April 1, 2025, the Agreement will continue on a year-to-year basis using PAWS standard fees as the basis for payment, and under the notification provision detailed in Section A(8) of this agreement for any fee changes.

3.2. Default. In the event that either party has defaulted on its obligations of the Agreement, the other party shall give the defaulting party notice of said default and give the other party fifteen (15) days to remedy said default. In the event that the default is not cured within said fifteen (15) day period, the non defaulting party may terminate this Agreement and seek to recover damages, including reasonable attorneys' fees and costs, caused by said breach.

3.3. Notices. For purposes of this Agreement, when notice is required to the other party, notice is deemed given when the party has sent written notice, via regular U.S. Mail, with appropriate postage attached and placed in a mailbox for delivery, to the following:

For the City:

City Administrator
City of Columbus Junction, Iowa
232 2nd Street
Columbus Junction, IA 52738

For PAWS:

Washington County Humane Society
1004 ½ W. Madison Street Washington,
Iowa 52353

3.4. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to be rendered by PAWS and the City hereunder or the termination of this Agreement for any reason.

3.5. Controlling law. This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Washington County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

3.6. Headings. The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

3.7. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to PAWS, the City or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the PAWS, the City or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by

law.

3.8. Modification. The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

3.9. Waiver. No waiver by the City or PAWS of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the City or PAWS in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the City or PAWS shall preclude future exercise thereof or the exercise of any other right or remedy.

3.10. Authority. The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

3.11. Final Agreement. Both PAWS and the City hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the PAWS to the City in connection with the Services, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both PAWS and the City. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED this ____ day of _____, 2022:

**Washington County Humane Society
d/b/a PAWS & More Animal Shelter**

By: _____
Ann Valentine, President

By: _____
Sara O'Donnell, Treasurer

City of Columbus Junction

T. Mark Huston, Mayor

Julie Heindel, City Clerk

RESOLUTION NO. 2022-43

A RESOLUTION APPOINTING THE FOLLOWING NAMED PEOPLE AS AUTHORIZED SIGNATURES FOR ALL CITY FINANCE ACCOUNTS FOR THE CITY OF KEOTA, IOWA.

BE IT RESOLVED by the City Council of the City of Keota, Iowa, that their approval is now given for the appointment of the following named people to be able to sign any financial transactions for all city accounts. All transactions will require two of the three approved people's signatures before a transaction can be made or one person may make the transaction with council approval and documentation (council minutes or authorized letter) is provided as support:

Anthony Cansler, Mayor
Keith Conrad, Mayor Protem
Brian Dickerson, City Clerk

Passed and adopted this 7th day of November, 2022.

Mayor Anthony Cansler

Attest:

City Clerk Brian Dickerson

ROLL CALL VOTE				
COUNCIL MEMBER NAME	AYES	NAYS	ABSTAIN	ABSENT
MIKE BENDER				
KEITH CONRAD				
DANIELLE IMHOFF				
MATT GREINER				
HEATH MCDONALD				

RESOLUTION NO. 2022-44

A RESOLUTION APPROVING THE SALE OF TWO CEMETERY SPACES IN THE KEOTA MUNICIPAL CEMETERY.

BE IT RESOLVED by the City Council of the City of Keota, Iowa, that their approval is now given for the sale of two cemetery spaces in the Keota Municipal Cemetery. The following described spaces are now conveyed to Irene Baumert.

One Space Total
Memorial Section
Lot 153
One Space – South End of Lot

Passed and adopted this 7th day of November, 2022.

Mayor Anthony Cansler

Attest:

City Clerk Paul Dickerson

MOTION: _____

2ND: _____

ROLL CALL VOTE				
COUNCIL MEMBER NAME	AYES	NAYS	ABSTAIN	ABSENT
MIKE BENDER				
KEITH CONRAD				
DANIELLE IMHOFF				
MATT GREINER				
HEATH MCDONALD				

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KEOTA, IOWA, 2017, BY AMENDING PROVISIONS PERTAINING TO NUISANCES – LAWN FURNITURE.

BE IT ENACTED by the City Council of the City of Keota, Iowa:

SECTION 1. Title III, Chapter 2, Section 1-q is added and adopted:

3-2-1-q

q. Lawn Furniture. No person shall use or cause to be used any indoor or automotive couches, sofas, chairs or furniture on porches, decks, gazebos, or in any lawn. All furniture to be used in these areas must be exterior or lawn furniture. This ordinance excludes enclosed, four season and/or screened in porches.

SECTION 2. REPEALER.

That all other ordinances or parts of ordinances in conflict herewith are repealed.

SECTION 3. SEVERABILITY CLAUSE.

That if any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Keota, Iowa, hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrased be declared unconstitutional.

SECTION 4. WHEN EFFECTIVE.

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

ANTHONY CANSLER, MAYOR

ATTEST:

BRIAN DICKERSON, CITY CLERK

1st Reading:

2nd Reading:

3rd Reading:

Motion: _____ Second: _____

ROLL CALL VOTE				
COUNCIL MEMBER NAME	AYES	NAYS	ABSTAIN	ABSENT
MIKE BENDER				
KEITH CONRAD				
DANIELLE IMHOFF				
MATT GREINER				
HEATH MCDONALD				

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: City of Keota
225 E. Broadway
Keota, IA52248

PROJECT: Keota Community Pool
Wilson Park
Keota, IA

Application No.: 1
Period to: 10/31/22
Spectra Job No.: 22033

Distribution to:	
OWNER	
ARCHITECT	X
CONTRACTOR	

FROM: Spectra Build
531 Spruce Dr.
Wapello, IA 52653

ARCHITECT: One Design & Engineering
202 Ash St.
Cambridge, WI 53523

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM 2,144,207.00
2. Net change by Change Orders 0.00
3. CONTRACT SUM TO DATE \$2,144,207.00

4. TOTAL COMPLETED & STORED TO DATE \$264,433.60

5. RETAINAGE:
a. 5 % of Completed Work 13,221.68
b. 5 % of Stored Material 0.00

TOTAL RETAINAGE 13,221.68

6. TOTAL EARNED LESS RETAINAGE 251,211.92

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 0.00

8. CURRENT PAYMENT DUE \$ 251,211.92

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,892,995.08

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		0.00	0.00
Total approved this Month		0.00	0.00
TOTALS		0.00	0.00
NET CHANGES by Change Order			\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:



Date: 11/01/2022

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 251,211.92

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)



This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

From: Spectra Build

Project: Keota Community Pool
Wilson Park

Application No.: 1

Spectra Job # 21046

Period to: 10/31/2022

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK COMPLETED THIS APPLICATION		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
				WORK IN PLACE	STORED MATERIAL				
	Bond Fees/Gen. Requirements	\$ 50,685.60	-	\$ 48,685.60	-	\$ 48,685.60	96%	\$ 2,000.00	\$ 2,434.28
	Staking/Layout	\$ 12,025.28	-	\$ 2,500.00	-	\$ 2,500.00	21%	\$ 9,525.28	\$ 125.00
	Supervision Labor	\$ 9,887.68	-	\$ 500.00	-	\$ 500.00	5%	\$ 9,387.68	\$ 25.00
	Temporary/Construction	\$ 4,181.40	-	-	-	-	0%	\$ 4,181.40	-
	General Materials	\$ 1,685.40	-	-	-	-	0%	\$ 1,685.40	-
	General Labor/Clearing	\$ 2,496.00	-	-	-	-	0%	\$ 2,496.00	-
	Temp. Toilets	\$ 876.41	-	-	-	-	0%	\$ 876.41	-
	Dumpster/Landfill	\$ 5,056.20	-	-	-	-	0%	\$ 5,056.20	-
	Equipment(General)	\$ 2,809.00	-	-	-	-	0%	\$ 2,809.00	-
	CIP- Pool Floor/Gutter/Main Drains	\$ 66,292.40	-	-	-	-	0%	\$ 66,292.40	-
	CIP- Splash Pad	\$ 33,708.00	-	-	-	-	0%	\$ 33,708.00	-
	CIP- Pool Deck/Trench Drain	\$ 48,520.45	-	-	-	-	0%	\$ 48,520.45	-
	CIP- Shade Structure Footings	\$ 2,809.00	-	-	-	-	0%	\$ 2,809.00	-
	CIP- Bath House Foundation/Slab	\$ 49,418.00	-	-	-	-	0%	\$ 49,418.00	-
	CIP- Stoops/Sidewalks	\$ 13,707.92	-	-	-	-	0%	\$ 13,707.92	-
	Masonry Package	\$ 141,854.50	-	-	-	-	0%	\$ 141,854.50	-
	Misc. Metals	\$ 3,807.40	-	-	-	-	0%	\$ 3,807.40	-
	Roof Framing Package	\$ 51,342.14	-	-	-	-	0%	\$ 51,342.14	-
	Plam Casework Package	\$ 16,228.00	-	-	-	-	0%	\$ 16,228.00	-
	Shingle Roof Package	\$ 23,941.62	-	-	-	-	0%	\$ 23,941.62	-
	Siding/Soffit/Fascia Package	\$ 18,712.23	-	-	-	-	0%	\$ 18,712.23	-
	Gutters/Downs	\$ 2,292.14	-	-	-	-	0%	\$ 2,292.14	-
	Joint Sealant	\$ 8,852.50	-	-	-	-	0%	\$ 8,852.50	-
	HM Frame/Door/HW Package	\$ 40,148.60	-	-	-	-	0%	\$ 40,148.60	-
	Transaction Windows	\$ 16,854.00	-	-	-	-	0%	\$ 16,854.00	-
	Specialties/Partitions Package	\$ 16,820.21	-	-	-	-	0%	\$ 16,820.21	-
	Interior/Exterior Signage	\$ 5,403.88	-	-	-	-	0%	\$ 5,403.88	-
	Spash General Conditions/Engineering	\$ 44,800.00	-	\$ 22,120.00	-	\$ 22,680.00	49%	\$ 22,680.00	\$ 1,106.00
	Pool Wall Shotcrete Package	\$ 117,774.72	-	\$ 31,878.00	-	\$ 31,878.00	27%	\$ 85,896.72	\$ 1,593.90
	Pool/Splash Pad Piping	\$ 161,060.82	-	-	-	-	0%	\$ 161,060.82	-
	Pool Filtration and Chemical Equipment	\$ 158,424.00	-	-	-	-	0%	\$ 158,424.00	-
	Pool Waterproof Zero Entry Gutter/Grates	\$ 21,698.88	-	-	-	-	0%	\$ 21,698.88	-
	Pool Natcare SS Gutter and Membrane	\$ 390,470.08	-	\$ 134,224.00	-	\$ 134,224.00	34%	\$ 256,246.08	\$ 6,711.20
	Pool Rail Goods and Deck Equipment	\$ 81,111.00	-	-	-	-	0%	\$ 81,111.00	-
	Pool Startup/Training/After Care	\$ 83,912.64	-	-	-	-	0%	\$ 83,912.64	-
	Splash Pad/Owner Equipment Install	\$ 5,553.80	-	-	-	-	0%	\$ 5,553.80	-
	Plumbing Package	\$ 110,157.82	-	-	-	-	0%	\$ 110,157.82	-
	Mechanical Package	\$ 40,562.00	-	-	-	-	0%	\$ 40,562.00	-
	Electrical Package	\$ 78,400.00	-	-	-	-	0%	\$ 78,400.00	-
	Earthwork/Utilities Package	\$ 121,640.00	-	\$ 24,526.00	-	\$ 24,526.00	20%	\$ 97,114.00	\$ 1,226.30
	Chain Link Fence Package	\$ 78,225.28	-	-	-	-	0%	\$ 78,225.28	-
	PROJECT TOTAL	2,144,207.00	\$ -	\$ 264,433.60	\$ -	\$ 264,433.60	12%	\$ 1,879,773.40	\$ 13,221.68