

City of Centerville
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Mike O'Connor, Mayor
Brad Brauman, Councilmember
Ron Creagan, Councilmember
Darrin Hamilton, Councilmember
Ahna Kruzic, Councilmember
Don Sherwood, Councilmember

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Regular Council Meeting Agenda of the City of Centerville Council

Monday, March 4, 2024, at 6:00 P.M.

Centerville City Hall and Teams Online Meeting

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

Meeting ID: 298 962 706 276 Password: h9e2Ar

Notice to the Public: The Mayor and the City Council welcome you to the regular City Council meeting.

Public comments for items on the Agenda may be submitted through email, by mail, or by dropping a note through the drop box at City Hall before the City Council meeting. For those wishing to speak on an agenda item, please sign in on the registration form at the back of the council room. For public hearings and items not on the agenda, time is allotted during the "Public Hearing" and "Public Forum" sections for public comment.

The Mayor will call for public comment for those wishing to comment during the meeting. Please state your name and address before making your comments. The Mayor may limit each speaker to three minutes. The standard process for any agenda item is that the motion is placed on the floor, the Council is allowed to comment on the issue or respond to public concerns, and the vote is taken.

Using obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated. The presiding officer may bar offenders from further comment and/or disconnect from the meeting.

1. Call to Order

- a. Roll Call
- b. Pledge of Allegiance
- c. Approval of Agenda

2. **Consent Agenda:** These items will be enacted by one motion without separate discussion unless a request is made before the Council votes on the motion. (Any item on the Consent Agenda may be removed for separate consideration.) Approval of Consent Agenda to include:

- a. Approval of Minutes of February 19, 2024, Regular Council Meeting
- b. Approval of Committee/Board Minutes: Library Board Minutes February 14, 2024
- c. Approval of Beer/Liquor License(s): Lucky Wife Wine Slushies App-195525; Adams Bowl – LC0038220

3. Public Hearing

- a. None

03-04-2024

4. **Discussion/Action Items/General Business/Old Business**

- a. Approval of Bills
- b. Departmental Reports
 - i. Police
 - ii. Fire
 - iii. Building Official
- c. Swearing-In of Reserve Police Officers
- d. Wastewater project Update – Report Only
- e. Approval of Pay App No. 27 for the Wastewater project.
- f. Approval of Extension of Engineering Contract – Fox Strand
- g. Discussion on Water Quality Sponsored Project
- h. Approval of Council Goals from Goalsetting Session – Assignment of Council Champions.
- i. Approval of Resolution 2024-4037 Setting Time and Place of Hearing on Acceptance of Offer to Purchase Real Estate – 520 W. Cottage – CVRHTF
- j. Approval of Resolution 2024-4038 Setting Time and Place of Hearing on Acceptance of Offer to Purchase Real Estate – 827 S. 16th – Cullum.
- k. Approval of Resolution 2024-4039 Setting Time and Place of Hearing on Acceptance of Offer to Purchase Real Estate – 509 E. Clark – Sias
- l. Approval of Resolution 2024-4040 Setting Time and Place of Hearing on the Vacation of Alleyway in J.R. Wooden’s First Addition.
- m. Discussion on Amendment to Furever Friends Contract

5. **Public Forum:** Time is set aside for public comments on city business topics other than those listed on the agenda – no action may be taken. This is an opportunity for audience members to bring any item not listed on the agenda to the Council's attention.

6. **Adjourn** to 6:00 p.m. on Monday, March 18, 2024, for the City Council’s Regular Meeting.

Jason Fraser
City Administrator

Posted: 03/01/2024

CITY OF CENTERVILLE

REGULAR COUNCIL MEETING MINUTES

February 19, 2024, at 6:00 P.M.

Mayor O'Connor called the meeting to order at 6:00 p.m.

Roll Call - Present: Brauman, Creagan, Hamilton, Kruzic, and Sherwood. Absent: None

Mayor O'Connor led the Pledge of Allegiance.

Moved by Hamilton, seconded by Sherwood to approve the agenda as presented. Ayes: All. Motion carried.

Moved by Creagan, seconded by Kruzic, to approve the consent agenda as presented to include: Approval of Minutes of February 05, 2024, Regular Council Meeting; Approval of Beer/Liquor License(s): Dollar General; License #LG0000360 and Elliot Oil Company; License #LG0000362; Approval of Resolution 2024-4034 – Amendment to Salary Resolution for FY24. Roll Call Vote: Ayes: Brauman, Creagan, Hamilton, Kruzic, and Sherwood. Nays: None. Motion carried.

Moved by Hamilton, seconded by Creagan to open a public hearing for the Conveyance of Alleyway in J.R. Wooden's First Addition – Moore. Roll Call Vote: Ayes: Brauman, Creagan, Hamilton, Kruzic, and Sherwood. Nays: None. Motion carried.

No public comments were made or received.

Moved by Sherwood, seconded by Brauman to close the public hearing for the Conveyance of Alleyway in J.R. Wooden's First Addition – Moore. Ayes: All. Motion carried.

Moved by Kruzic, seconded by Brauman to approve the bills as presented. Ayes: All. Motion carried.

Moved by Brauman, seconded by Hamilton to approve the Financial Reports for January 2024. Ayes: All. Motion carried.

Reports highlighting the activities of the City Administrator, Public Works, and Library were presented.

Jim Martin-Schramm provided information on the CEDI-Coalition and the pending Alliant Rate Case. No action was taken.

The Council discussed the possibility of changing the name of Industrial Park Rd. to address issues with large delivery trucks accidentally driving to North Park Rd. The Council supported the Administrator working with Grief about a possible street name change.

Dr. Matt Thompson from Indian Hills Community College requested the City convey land on the Indian Hills Campus back to IHCC. The land is under special encumbrance from the DNR due to a grant received in 1996. Motioned by Creagan, seconded by Brauman to direct the city administrator to proceed with the transfer process of the properties. Roll Call Vote: Ayes: Brauman, Creagan, Hamilton, Kruzic, and Sherwood. Nays: None. Motion carried.

Moved by Kruzic, seconded by Hamilton to approve the Certified Local Government Report Workplan for 2024 – Historic Preservation. Roll Call Vote: Ayes: Brauman, Creagan, Hamilton, Kruzic, and Sherwood. Nays: None. Motion carried.

Moved by Creagan, seconded by Brauman to approve Resolution 2024-4035 conveying an Alleyway in J.R. Wooden’s First Addition – Moore. Roll Call Vote: Ayes: Brauman, Creagan, Hamilton, Kruzic, and Sherwood. Nays: None. Motion carried.

Moved by Sherwood, seconded by Hamilton to approve Resolution 2024-4036 setting a public hearing on the Proposed Property Tax Levy for FY25. Roll Call Vote: Ayes: Brauman, Creagan, Hamilton, Kruzic, and Sherwood. Nays: None. Motion carried.

Moved by Creagan, seconded by Kruzic, to adjourn at 7:17 p.m. until the regular council meeting on March 4, 2024. Ayes: All. Motion carried.

Jason Fraser, City Administrator

Mike O’Connor, Mayor

Drake Public Library Board of Trustees
Wednesday, February 14, 2024
Regular Board Meeting Minutes

Call to Order: Board President, Janell Armstrong called the meeting to order at 4:59 p.m.

Board Members Present: Michelle Moore, Janell Armstrong, Kathy Cridlebaugh, Ron Eggerman, Mike Cockrum, Kris Hoffman, Dennis Beeson, Julie Eagen and Nicole Cox

Board Members Absent: None

Library Staff Present: Library Director JeNel Barth

City Staff Present: Jason Fraser

Agenda Approval: Approved as presented.

Minutes Approval: Regular Board Meeting minutes for January 10, 2024, were approved as presented.

Visitors/Public Comment: None

Approval of Bills: Michelle Moore moved to approve the payment of bills, second Nicole Cox, approved by all.

Director's Report: Library Director JeNel Barth reports: 1) Adults: Book Chat for February is None of This is True by Lisa Jewell and there is a new puzzle in the Swab Reading Room, 2) Kid Stuff: Staff will be participating in Kindergarten Roundup and the participants will be encouraged to attend Little Listeners following and Create Crew enjoyed tearing apart old computers as an activity.

Report from the City: There will be a City Council Work session related to Goal Setting on February 26. Suggestion to reach out to council members to encourage continued library support.

Report from Friends of DPL: The next fundraiser will be Pie Day on March 14th. There is a bill being proposed for state-wide funding of Dolly Parton's Imagination Library.

Report for the Drake Public Library Foundation: The Foundation will meet in March.

Reports from Standing Committees (Executive, Budget and Finance, Governance, Building, Public Relations, Personnel):

- Budget and Finance: Committee approves of moving forward with current budget.
- Building: Dearborn Becker Roofing will be coming to look at the roof. There have been significant leaks.

Old Business:

- Approval of FY25 Library Budget: Kris Hoffman moved to approve the budget, second Mike Cockrum, approved by all.

New Business:

- Contracting Communities/Library Services Contract: Jason Fraser and JeNel presented the lack of funding from municipalities outside of the Centerville City limits in relation to the services provided/used. There will be a campaign to reach out to these entities to request additional funding.

Agenda Items for Future Meetings: None

Upcoming Meeting: Regular Board Meeting Tuesday, March 12, 2024, at 5 p.m.

Adjournment: Meeting adjourned by President Janell Armstrong.

City of Centerville
 Regular Council Meeting
 Bills Approved March 4,2024

ALLIANT ENERGY	01-0022	ELECTRIC/GAS UTILITIES	\$12,686.24
BLOOMFIELD RENT-ALL INC.	01-1065	LIFT RENTAL	\$308.00
BOUND TREE MEDICAL LLC	01-0105	MEDICAL SUPPLIES	\$344.41
CARQUEST OF CENTERVILLE	01-0135	PARTS	\$97.03
CARROLL CONSTRUCTION SUPPLY	01-0137	BACK SEAT CEMENT DISSOLVER	\$27.13
CENTERVILLE ABSTRACT COMPANY	01-0149	LIEN SEARCH - STAR	\$143.00
CENTERVILLE AIR TECHS LLC	01-0150	FEBRUARY 24 MANAGEMENT SERVICES	\$3,800.00
CENTERVILLE AREA CHAMBER OF COMMERCE	01-0696	HOTEL/MOTEL	\$36,922.77
CITY OF CENTERVILLE	01-0192	WATER/SEWER	\$333.63
COLLECTION SERVICES CENTER	01-0215	CHILD SUPPORT	\$966.02
COX LAW FIRM, LLP	01-1023	PURCHASE OF DERELICT HOUSE - STAR	\$4,756.66
CRAVER & GROTHE	01-0241	APPANOOSE CONSERVATION FOUNDATION AGREEMENT	\$119.00
ELECTRICAL ENGINEERING & EQUIPMENT CO	01-0299	CONNECTORS	\$161.95
EMERGENCY MEDICAL PRODUCTS INC	01-0304	MEDICAL SUPPLIES	\$120.92
FOGLE TRUE VALUE	01-0338	BOLTS	\$1.20
HEARTLAND SHREDDING, INC.	01-0394	SHREDDING	\$50.00
ICAP	01-0437	LIABILITY INSURANCE	\$419.00
IMPRESSIVE DESIGNS STUDIO & PRINTING	01-0448	POSTCARDS -RENTAL INSPECTIONS	\$33.00
INDEPENDENT SALT COMPANY	01-0451	SALT	\$9,109.28
INFOMAX OFFICE SYSTEMS INC	01-0453	COPIER LEASE 02/13/24-03/12/24	\$520.28
INTERNAL REVENUE SERVICE	01-0459	FEDERAL INCOME TAX	\$20,876.97
IOWA DEPT OF PUBLIC SAFETY	01-0425	MOBILE TERMINAL FEE	\$300.00
IPERS	01-0499	IPERS	\$12,275.07
MFPRSI	01-0607	MFPRSI	\$9,152.29
MOBILE HEALTH SERVICES LLC	01-0631	PHYSICALS	\$1,640.00
MURPHY TRACTOR AND EQUIPMENT	01-0656	SHANK	\$122.10
NATEL BROADBAND	01-0659	PHONE/INTERNET	\$485.45
NORRIS ASPHALT PAVING	01-0667	COLD PATCH	\$405.90
PEOPLES ABSTRACT & TITLE CO	01-0706	DERELICT PROPERTY - LIEN SEARCH - STAR	\$400.00
PHILIP L ASCHEMAN, PhD	01-0712	EVALUATION	\$190.00
QUILL LLC	01-0741	COPY PAPER	\$11.49
RIVER HILLS COMMUNITY HEALTH CENTER	01-0764	DRUG SCREEN	\$15.00
STRAND ASSOCIATES, INC	01-0346	WW PROJECT ENGINEERING - JAN 2024	\$37,497.08
SUPERIOR ELECTRIC & DATA LLC	01-0844	RESET CAMERAS	\$455.00
THE MACHINERY BARN	01-0864	FUEL MIX 1 QT ETHANOL	\$55.92
TREASURER - STATE OF IOWA	01-0884	STATE INCOME TAX	\$3,620.71
TRUCK EQUIPMENT INC	01-0888	2 LED LIGHTS	\$123.37
TYLER TECHNOLOGIES, INC	01-0891	TERMINAL LEASE	\$108.00
US CELLULAR	01-0903	CELL/WIFI	\$1,074.88
VC3 INC	01-0991	MONTHLY BILLING - FEBRUARY	\$5,913.94
WALKER WELDING	01-0933	RBC INSTALL - CRANE	\$1,183.75
WITMER PUBLIC SAFETY GROUP INC	01-1045	HELMET	\$483.11
ACCOUNTS PAYABLE TOTAL			\$167,309.56
PAYROLL CHECKS			\$79,308.90
*****REPORT TOTAL*****			\$242,060.98
GENERAL FUND			\$102,173.72
ROAD USE TAX FUND			\$18,037.36
EMPLOYEE BENEFIT			\$18,310.25
HOTEL/MOTEL TAX			\$33,006.33
LOST - ECONOMIC DEV			\$3,916.44
CITY WATER			\$11,909.52
SEWER UTILITY OPERATING			\$54,652.04
AIRPORT - CITY			\$40.95
STORM WATER RESERVE			\$990.00
FLEX ACCOUNT			-\$975.63
TOTAL FUNDS			\$242,060.98



Claims Report - Detail

By Fund

Payable Dates 2/20/2024 - 3/4/2024

Vendor Name	Description (Payable)	Payment Date	Payable Number	Amount
Fund: 001 - GENERAL FUND				
Department: 050 - LIABILITY				
IPERS	IPERS PENSION	02/28/2024	INV0000755	4,233.74
IPERS	IPERS PROTECTED	02/28/2024	INV0000756	2,894.60
IPERS	IPERS PROTECTED	02/28/2024	INV0000757	138.13
MFPRSI	MFPRSI PENSION	02/28/2024	INV0000758	9,152.29
COLLECTION SERVICES CENTE	CASE # CDCV003095 - CHRISTOPHER A DONAHOO	02/29/2024	INV0000759	258.15
COLLECTION SERVICES CENTE	CASE # 1007883 - JOSHUA A HOBBS	02/29/2024	INV0000760	89.43
COLLECTION SERVICES CENTE	CASE # 839629 - JUSTIN D HUDSON	02/29/2024	INV0000762	337.84
COLLECTION SERVICES CENTE	CASE # 1001879 - ZACKARY R MUSGROVE	02/29/2024	INV0000763	115.38
COLLECTION SERVICES CENTE	CASE # 791500 - JEREMY M HUDSON	02/29/2024	INV0000764	49.84
TREASURER - STATE OF IOWA	STATE INCOME TAX	02/28/2024	INV0000765	2,564.49
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	5,698.85
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	2,161.68
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	5,764.62
Department 050 - LIABILITY Total:				33,459.04
Department: 110 - POLICE DEPT				
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	61.03
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	59.69
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	59.70
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	59.70
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	41.02
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	59.70
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	59.69
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	52.70
IOWA DEPT OF PUBLIC SAFET	MOBILE TERMINAL FEE	03/04/2024	ET05	300.00
Department 110 - POLICE DEPT Total:				753.23
Department: 150 - FIRE DEPARTMENT				
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	152.62
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	126.82
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	7.29
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	19.80
INFOMAX OFFICE SYSTEMS IN	COPIER LEASE 02/13/24-03//12/24	03/04/2024	35968389	93.66
THE MACHINERY BARN	FUEL MIX 1 QT ETHANOL	03/04/2024	36724	55.92
QUILL LLC	COPY PAPER	03/04/2024	37269705	1.64
WITMER PUBLIC SAFETY GRO	HELMET	03/04/2024	INV419977	483.11
Department 150 - FIRE DEPARTMENT Total:				940.86
Department: 160 - EMS				
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	152.62
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	126.82
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	7.30
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	19.80
NATEL BROADBAND	PHONE	03/04/2024	0324-909300	98.00
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	63.80
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	28.84
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	28.84
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	52.70
EMERGENCY MEDICAL PROD	MEDICAL SUPPLIES	03/04/2024	2618036	120.92

Claims Report - Detail

Payable Dates: 2/20/2024 - 3/4/2024

Vendor Name	Description (Payable)	Payment Date	Payable Number	Amount
INFOMAX OFFICE SYSTEMS IN	COPIER LEASE 02/13/24-03//12/24	03/04/2024	35968389	93.66
QUILL LLC	COPY PAPER	03/04/2024	37269705	1.64
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	03/04/2024	85252266	344.41
Department 160 - EMS Total:				1,139.35
Department: 170 - BUILDING INSPECTION				
IMPRESSIVE DESIGNS STUDIO	POSTCARDS FOR PROPERTY OWNER -RENTAL INSPECTION	03/04/2024	022024	33.00
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	69.31
INFOMAX OFFICE SYSTEMS IN	COPIER LEASE 02/13/24-03//12/24	03/04/2024	35968389	66.60
QUILL LLC	COPY PAPER	03/04/2024	37269705	1.64
Department 170 - BUILDING INSPECTION Total:				170.55
Department: 212 - STREET IMPROVE				
INDEPENDENT SALT COMPAN	SALT	03/04/2024	0183812-IN	9,109.28
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-829200	49.00
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-829200	49.00
NORRIS ASPHALT PAVING	COLD PATCH	03/04/2024	104371	405.90
SUPERIOR ELECTRIC & DATA L	FIXED WIRELESS LINKS	03/04/2024	10794	100.00
CARQUEST OF CENTERVILLE	PARTS	03/04/2024	12019-347590	39.33
CARQUEST OF CENTERVILLE	PARTS	03/04/2024	12019-348357	57.70
BLOOMFIELD RENT-ALL INC.	LIFT RENTAL	03/04/2024	1-543305	308.00
CITY OF CENTERVILLE	WATER/SEWER	03/04/2024	2024 - C	148.34
TRUCK EQUIPMENT INC	2 LED LIGHTS	03/04/2024	314460	123.37
INFOMAX OFFICE SYSTEMS IN	COPIER LEASE 02/13/24-03//12/24	03/04/2024	35968389	66.59
QUILL LLC	COPY PAPER	03/04/2024	37269705	1.64
ELECTRICAL ENGINEERING &	CONNECTORS	03/04/2024	8447539-00	161.95
FOGLE TRUE VALUE	BOLTS	03/04/2024	A832578	1.20
CARROLL CONSTRUCTION SU	BACK SEAT CEMENT DISSOLVE	03/04/2024	OT104428	27.13
Department 212 - STREET IMPROVE Total:				10,648.43
Department: 430 - PARKS				
ALLIANT ENERGY	ELECTRIC	02/22/2024	022024 2 C	21.11
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	60.79
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	99.46
ALLIANT ENERGY	ELECTRIC	02/22/2024	022024 3 C	21.54
ALLIANT ENERGY	ELECTRIC	02/22/2024	022024 3 C	21.54
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	19.73
SUPERIOR ELECTRIC & DATA L	RESET CAMERAS ON NORTH SIDE OF SQUARE	03/04/2024	10801	355.00
Department 430 - PARKS Total:				599.17
Department: 499 - POOL				
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	34.74
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	82.30
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-829300	3.00
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-829300	3.00
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	23.84
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	72.69
Department 499 - POOL Total:				219.57
Department: 530 - HOUSING REHAB 1				
COX LAW FIRM, LLP	PURCHASE OF DERELICT HOUSE - STAR	02/22/2024	022024	4,756.66
PEOPLES ABSTRACT & TITLE C	DERELICT PROPERTY - LIEN SEARCH - STAR	03/04/2024	10646	200.00
PEOPLES ABSTRACT & TITLE C	DERELICT PROPERTY - LIEN SEARCH - STAR	03/04/2024	10655	200.00
CENTERVILLE ABSTRACT COM	LIEN SEARCH - STAR	03/04/2024	3599	143.00
Department 530 - HOUSING REHAB 1 Total:				5,299.66

Claims Report - Detail

Payable Dates: 2/20/2024 - 3/4/2024

Vendor Name	Description (Payable)	Payment Date	Payable Number	Amount
Department: 599 - ECONOMIC DEVELOPMENT				
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	36.68
Department 599 - ECONOMIC DEVELOPMENT Total:				36.68
Department: 650 - CITY HALL & GEN BLDGS				
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	305.24
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	253.64
TYLER TECHNOLOGIES, INC	TERMINAL LEASE	03/04/2024	025-454459	108.00
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	110.28
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	19.80
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	66.78
VC3 INC	MONTHLY BILLING - FEBRUAR	03/04/2024	139501	5,913.94
CRAVER & GROTHE	APPANOOSE CONSERVATION FOUNDATION AGREEMENT	03/04/2024	16-2024	119.00
CITY OF CENTERVILLE	WATER/SEWER	03/04/2024	2024 - C	46.81
RIVER HILLS COMMUNITY HE	PRE EMPLOYMENT DRUG SCREEN - STEVENS	03/04/2024	324946234	15.00
INFOMAX OFFICE SYSTEMS IN	COPIER LEASE 02/13/24-03//12/24	03/04/2024	35968389	66.59
QUILL LLC	COPY PAPER	03/04/2024	37269705	1.65
HEARTLAND SHREDDING, INC.	SHREDDING	03/04/2024	46579	50.00
Department 650 - CITY HALL & GEN BLDGS Total:				7,076.73
Fund 001 - GENERAL FUND Total:				60,343.27
Fund: 110 - ROAD USE TAX FUND				
Department: 050 - LIABILITY				
IPERS	IPERS PENSION	02/28/2024	INV0000755	1,464.14
COLLECTION SERVICES CENTE	CASE # 849554 - ZACHARY J BEDFORD	02/29/2024	INV0000761	69.22
TREASURER - STATE OF IOWA	STATE INCOME TAX	02/28/2024	INV0000765	296.54
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	661.13
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	266.78
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	1,140.60
Department 050 - LIABILITY Total:				3,898.41
Department: 240 - STREET LIGHTS & ELECTRIC				
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	104.20
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	178.58
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	8,310.10
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	22.64
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	38.21
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	03/04/2024	02-2024 C	84.94
Department 240 - STREET LIGHTS & ELECTRIC Total:				8,738.67
Fund 110 - ROAD USE TAX FUND Total:				12,637.08
Fund: 112 - EMPLOYEE BENEFIT				
Department: 150 - FIRE DEPARTMENT				
PHILIP L ASCHEMAN, PhD	EVALUATION	03/04/2024	02-27-2024	190.00
MOBILE HEALTH SERVICES LLC	PHYSICALS	03/04/2024	44994	1,640.00
Department 150 - FIRE DEPARTMENT Total:				1,830.00
Fund 112 - EMPLOYEE BENEFIT Total:				1,830.00
Fund: 120 - HOTEL/MOTEL TAX				
Department: 659 - HOTEL/MOTEL				
CENTERVILLE AREA CHAMBER	HOTEL/MOTEL	03/04/2024	Q4 CY 2023	33,006.33
Department 659 - HOTEL/MOTEL Total:				33,006.33
Fund 120 - HOTEL/MOTEL TAX Total:				33,006.33
Fund: 127 - LOST - ECONOMIC DEV				
Department: 520 - COMMUNITY BEAUTIFICATION				
CENTERVILLE AREA CHAMBER	L.O.S.T. ALLOCATION	03/04/2024	02-2024	3,916.44
Department 520 - COMMUNITY BEAUTIFICATION Total:				3,916.44
Fund 127 - LOST - ECONOMIC DEV Total:				3,916.44

Claims Report - Detail

Payable Dates: 2/20/2024 - 3/4/2024

Vendor Name	Description (Payable)	Payment Date	Payable Number	Amount
Fund: 600 - WATER UTILITY				
Department: 810 - WATER				
STRAND ASSOCIATES, INC	WATER SYSTEM PLANNING	03/04/2024	0207825	592.50
			Department 810 - WATER Total:	592.50
			Fund 600 - WATER UTILITY Total:	592.50
Fund: 609 - CITY WATER				
Department: 050 - LIABILITY				
IPERS	IPERS PENSION	02/28/2024	INV0000755	1,551.22
COLLECTION SERVICES CENTE	CASE # 849554 - ZACHARY J BEDFORD	02/29/2024	INV0000761	46.16
TREASURER - STATE OF IOWA	STATE INCOME TAX	02/28/2024	INV0000765	321.12
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	679.86
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	280.94
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	1,201.24
			Department 050 - LIABILITY Total:	4,080.54
Department: 810 - WATER				
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	52.29
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	19.80
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	31.48
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	53.00
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	28.97
MURPHY TRACTOR AND EQUI	SHANK	03/04/2024	2185780	122.10
INFOMAX OFFICE SYSTEMS IN	COPIER LEASE 02/13/24-03//12/24	03/04/2024	35968389	66.59
QUILL LLC	COPY PAPER	03/04/2024	37269705	1.64
			Department 810 - WATER Total:	375.87
			Fund 609 - CITY WATER Total:	4,456.41
Fund: 610 - SEWER UTILITY OPERATING				
Department: 050 - LIABILITY				
IPERS	IPERS PENSION	02/28/2024	INV0000755	1,993.24
TREASURER - STATE OF IOWA	STATE INCOME TAX	02/28/2024	INV0000765	438.56
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	1,101.91
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	363.76
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	02/29/2024	INV0000766	1,555.60
			Department 050 - LIABILITY Total:	5,453.07
Department: 815 - SEWER				
STRAND ASSOCIATES, INC	WW PROJECT ENGINEERING - JAN 2024	03/04/2024	0207824	35,914.58
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	209.52
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	139.34
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	81.73
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	320.75
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	1,455.50
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	102.66
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	107.27
ALLIANT ENERGY	ELECTRIC/GAS UTILITIES	02/22/2024	022024 1 C	15.15
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	7.29
NATEL BROADBAND	PHONE/INTERNET	03/04/2024	0324-823800	19.80
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	28.97
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	31.48
WALKER WELDING	RBC INSTALL - CRANE	03/04/2024	1629362	93.75
WALKER WELDING	RBC INSTALL - CRANE	03/04/2024	1629794	65.00
WALKER WELDING	RBC INSTALL - CRANE	03/04/2024	1629801	1,025.00
CITY OF CENTERVILLE	WATER/SEWER	03/04/2024	2024 - C	138.48
INFOMAX OFFICE SYSTEMS IN	COPIER LEASE 02/13/24-03//12/24	03/04/2024	35968389	66.59

Claims Report - Detail

Payable Dates: 2/20/2024 - 3/4/2024

Vendor Name	Description (Payable)	Payment Date	Payable Number	Amount
QUILL LLC	COPY PAPER	03/04/2024	37269705	1.64
Department 815 - SEWER Total:				39,824.50
Fund 610 - SEWER UTILITY OPERATING Total:				45,277.57
Fund: 660 - AIRPORT-CITY				
Department: 280 - AIRPORT - CITY				
US CELLULAR	CELL/WIFI	03/04/2024	0635431547	40.95
Department 280 - AIRPORT - CITY Total:				40.95
Fund 660 - AIRPORT-CITY Total:				40.95
Fund: 661 - MUNICIPAL AIRPORT				
Department: 835 - MUNICIPAL AIRPORT				
ICAP	LIABILITY INSURANCE	03/04/2024	127637	419.00
CENTERVILLE AIR TECHS LLC	FEBRUARY 24 MANAGEMENT SERVICES	03/04/2024	675	3,800.00
Department 835 - MUNICIPAL AIRPORT Total:				4,219.00
Fund 661 - MUNICIPAL AIRPORT Total:				4,219.00
Fund: 740 - STORM WATER RESERVE				
Department: 865 - STORM WATER				
STRAND ASSOCIATES, INC	SPONSORED PROJECT - JANUARY 2024	03/04/2024	0207709	990.00
Department 865 - STORM WATER Total:				990.00
Fund 740 - STORM WATER RESERVE Total:				990.00
Grand Total:				167,309.55

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	60,343.27
110 - ROAD USE TAX FUND	12,637.08
112 - EMPLOYEE BENEFIT	1,830.00
120 - HOTEL/MOTEL TAX	33,006.33
127 - LOST - ECONOMIC DEV	3,916.44
600 - WATER UTILITY	592.50
609 - CITY WATER	4,456.41
610 - SEWER UTILITY OPERATING	45,277.57
660 - AIRPORT-CITY	40.95
661 - MUNICIPAL AIRPORT	4,219.00
740 - STORM WATER RESERVE	990.00
Grand Total:	167,309.55

Account Summary

Account Number	Account Name	Payment Amount
001-050-2120	FEDERAL W/H PAYABLE	5,698.85
001-050-2121	FICA W/H PAYABLE	7,926.30
001-050-2122	STATE W/H PAYABLE	2,564.49
001-050-2123	IPERS PAYABLE	7,266.47
001-050-2126	CHILD SUPPORT PAYABL	850.64
001-050-2129	MFPSR RETIREMENT PA	9,152.29
001-110-6373	TELECOMMUNICATION S	753.23
001-150-6330	GASOLINE/DIESEL	55.92
001-150-6370	HEATING FUEL	152.62
001-150-6371	ELECTRICITY	126.82
001-150-6373	TELECOMMUNICATION S	7.29
001-150-6378	INTERNET SERVICE	19.80
001-150-6504	MINOR TOOLS & EQUIP	483.11
001-150-6506	OFFICE SUPPLIES	1.64
001-150-6725	CAPITAL OUTLAY - OFFIC	93.66
001-160-6370	HEATING FUEL	152.62
001-160-6371	ELECTRICITY	126.82
001-160-6373	TELECOMMUNICATION S	279.48
001-160-6378	INTERNET SERVICE	19.80
001-160-6505	MEDICAL SUPPLIES	465.33
001-160-6506	OFFICE SUPPLIES	1.64
001-160-6725	CAPITAL OUTLAY - OFFIC	93.66
001-170-6373	TELECOMMUNICATION S	69.31
001-170-6506	OFFICE SUPPLIES	1.64
001-170-6507	OPERATING SUPPLIES &	33.00
001-170-6725	CAPITAL OUTLAY - OFFIC	66.60
001-212-6310	BUILDING MAINTENANC	308.00
001-212-6350	EQUIPMENT REPAIR &	482.35
001-212-6373	TELECOMMUNICATION S	49.00
001-212-6374	WATER / SEWER UTILITIE	148.34
001-212-6378	INTERNET SERVICE	49.00
001-212-6417	STREET MAINTENANCE S	28.33
001-212-6506	OFFICE SUPPLIES	1.64
001-212-6507	OPERATING SUPPLIES &	9,109.28
001-212-6559	ASPHALT	405.90
001-212-6725	CAPITAL OUTLAY - OFFIC	66.59
001-430-6350	EQUIPMENT REPAIR &	355.00
001-430-6371	ELECTRICITY	244.17
001-499-6370	HEATING FUEL	34.74
001-499-6371	ELECTRICITY	82.30
001-499-6373	TELECOMMUNICATION S	99.53
001-499-6378	INTERNET SERVICE	3.00

Account Summary

Account Number	Account Name	Payment Amount
001-530-6490	PROFESSIONAL SERVICE	5,299.66
001-599-6371	ELECTRICITY	36.68
001-650-6198	PHYSICALS	15.00
001-650-6370	HEATING FUEL	305.24
001-650-6371	ELECTRICITY	253.64
001-650-6373	TELECOMMUNICATION S	177.06
001-650-6374	WATER/SEWER UTILITIES	46.81
001-650-6378	INTERNET SERVICE	19.80
001-650-6411	LEGAL EXPENSE	119.00
001-650-6419	DATA PROCESSING EXPE	6,021.94
001-650-6490	PROFESSIONAL SERVICE	50.00
001-650-6506	OFFICE SUPPLIES	1.65
001-650-6725	CAPITAL OUTLAY - OFFIC	66.59
110-050-2120	FEDERAL W/H PAYABLE	661.13
110-050-2121	FICA W/H PAYABLE	1,407.38
110-050-2122	STATE W/H PAYABLE	296.54
110-050-2123	IPERS PAYABLE	1,464.14
110-050-2126	CHILD SUPP/GARNISHM	69.22
110-240-6365	ELECTRICITY-STOP LIGHT	145.79
110-240-6366	ELECTRICITY-STREET LIG	8,592.88
112-150-6198	PHYSICALS	1,830.00
120-659-6499	OTHER CONTRACTUAL S	33,006.33
127-520-6499	OTHER CONTRACTUAL S	3,916.44
600-810-6490	PROFESSIONAL SERVICE	592.50
609-050-2120	FEDERAL W/H PAYABLE	679.86
609-050-2121	FICA W/H PAYABLE	1,482.18
609-050-2122	STATE W/H PAYABLE	321.12
609-050-2123	IPERS PAYABLE	1,551.22
609-050-2126	CHILD SUPP/GARNISHM	46.16
609-810-6350	EQUIPMENT REPAIR &	122.10
609-810-6373	TELECOMMUNICATION S	165.74
609-810-6378	INTERNET SERVICE	19.80
609-810-6506	OFFICE SUPPLIES	1.64
609-810-6725	CAPITAL OUTLAY - OFFIC	66.59
610-050-2120	FEDERAL W/H PAYABLE	1,101.91
610-050-2121	FICA W/H PAYABLE	1,919.36
610-050-2122	STATE W/H PAYABLE	438.56
610-050-2123	IPERS PAYABLE	1,993.24
610-815-6370	HEATING FUEL	348.86
610-815-6371	ELECTRICITY	2,083.06
610-815-6373	TELECOMMUNICATION S	67.74
610-815-6374	WATER/SEWER UTILITIES	138.48
610-815-6378	INTERNET SERVICE	19.80
610-815-6407	ENGINEERING SERVICES	35,914.58
610-815-6506	OFFICE SUPPLIES	1.64
610-815-6524	PLANT MAINTENANCE S	1,183.75
610-815-6725	CAPITAL OUTLAY - OFFIC	66.59
660-280-6373	TELECOMMUNICATION S	40.95
661-835-6408	GENERAL/LIABILITY INS	419.00
661-835-6499	OTHER CONTRACTUAL S	3,800.00
740-865-6407	ENGINEERING SERVICES	990.00
	Grand Total:	167,309.55

Project Account Summary

Project Account Key	Payment Amount
None	166,766.55
2023-001-6490	543.00

Project Account Summary

Project Account Key
2023-001-6490

Payment Amount

Grand Total:

167,309.55



Distribution Report

Payroll Set: 01

Expense Range -

Payment Range 02/19/2024-03/04/2024

		Amount
Payroll Department: 110 - POLICE DEPT		
Fund: 001 - GENERAL FUND		
001-110-6010	SALARIES & LONGEVITY PAY	21,053.41
001-110-6012	DISPATCHERS SALARIES & LONGEVI	11,739.24
Fund 001 - GENERAL FUND Total:		1,132.00 32,792.65
Payroll Department 110 - POLICE DEPT Total:		1,132.00 32,792.65
Payroll Department: 150 - FIRE DEPT		
Fund: 001 - GENERAL FUND		
001-150-6010	SALARIES & LONGEVITY PAY	7,211.89
001-150-6035	VOLUNTEER FIRE SALARIES	890.00
Fund 001 - GENERAL FUND Total:		445.00 8,101.89
Payroll Department 150 - FIRE DEPT Total:		445.00 8,101.89
Payroll Department: 160 - EMS		
Fund: 001 - GENERAL FUND		
001-160-6010	SALARIES & LONGEVITY PAY	17,245.19
001-160-6036	PARTTIME/PRN EMS SALARIES	1,405.62
Fund 001 - GENERAL FUND Total:		1,018.00 18,650.81
Payroll Department 160 - EMS Total:		1,018.00 18,650.81
Payroll Department: 170 - BUILDING/CODE		
Fund: 001 - GENERAL FUND		
001-170-6010	SALARIES & LONGEVITY PAY	2,190.00
Fund 001 - GENERAL FUND Total:		80.00 2,190.00
Payroll Department 170 - BUILDING/CODE Total:		80.00 2,190.00
Payroll Department: 410 - LIBRARY		
Fund: 001 - GENERAL FUND		
001-410-6010	SALARIES & LONGEVITY PAY	2,511.92
001-410-6020	PART TIME SALARY	4,338.45
Fund 001 - GENERAL FUND Total:		356.25 6,850.37
Payroll Department 410 - LIBRARY Total:		356.25 6,850.37
Payroll Department: 610 - MAYOR & COUNCIL		
Fund: 001 - GENERAL FUND		
001-610-6010	SALARIES & LONGEVITY PAY	384.62
Fund 001 - GENERAL FUND Total:		384.62
Payroll Department 610 - MAYOR & COUNCIL Total:		384.62
Payroll Department: 815 - SEWER DEPT		
Fund: 610 - SEWER UTILITY OPERATING		
610-815-6010	SALARIES & LONGEVITY PAY	9,019.20
Fund 610 - SEWER UTILITY OPERATING Total:		576.00 9,019.20
Payroll Department 815 - SEWER DEPT Total:		576.00 9,019.20
Payroll Department: 99999 - SPLIT PAY		
Fund: 001 - GENERAL FUND		
001-210-6010	SALARIES & LONGEVITY PAY	3,675.84
001-610-6011	ADMIN SALARY/LONGEVITY	1,049.53
001-620-6010	SALARIES & LONGEVITY PAY	367.57
001-651-6010	SALARIES & LONGEVITY PAY	1,042.30
Fund 001 - GENERAL FUND Total:		370.61 6,135.24

Distribution Report

Expense Range: - Payment Range: 02/19/2024-03/04/2024

		Amount
Fund: 110 - ROAD USE TAX FUND		
110-210-6010	SALARIES & LONGEVITY PAY	8,258.36
110-210-6011	ADMIN SALARY/LONGEVITY	1,049.53
	Fund 110 - ROAD USE TAX FUND Total:	521.81
		9,307.89
Fund: 609 - CITY WATER		
609-810-6010	SALARIES & LONGEVITY PAY	8,812.12
609-810-6011	ADMIN SALARY/LONGEVITY	1,049.53
	Fund 609 - CITY WATER Total:	579.41
		9,861.65
Fund: 610 - SEWER UTILITY OPERATING		
610-815-6010	SALARIES & LONGEVITY PAY	2,602.97
610-815-6011	ADMIN SALARY/LONGEVITY	1,049.49
	Fund 610 - SEWER UTILITY OPERATING Total:	100.17
		3,652.46
	Payroll Department 99999 - SPLIT PAY Total:	1,572.00
		28,957.24

Fund Summary

Fund	Units	Amount
001-GENERAL FUND	3,401.86	75,105.58
110-ROAD USE TAX FUND	521.81	9,307.89
609-CITY WATER	579.41	9,861.65
610-SEWER UTILITY OPERATING	676.17	12,671.66
Grand Total:	5,179.25	106,946.78



CITY OF CENTERVILLE

312 East Maple St, PO Box 578

Centerville, IA 52544

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City Administrator Report 03/04/2024

Below is the list of significant items that the City Administrator and City Hall are actively working on.

PACT Banquet: The PACT Banquet is scheduled for March 13, 2024, at Honey Creek.

Appanoose AM: Appanoose AM has invited the City to have a monthly session on their morning show. This session would be with one City Employee and one elected official. The scheduled dates are ~~January 22, February 12,~~ March 11 (Kruzic), April 8, May 13, June 10, July 8, August 12, September 9, October 14, November 12, and December 9. Please let the City Administrator know if there are dates and topics that you would like to volunteer to be on the show.

Policy and Pints: The City Administrator is hosting a new public meeting series called Policy and Pints on the first Tuesday of each month. ~~The first meeting will be February 6 at Pit Pony Pub,~~ the second meeting will be March 5th at Lucile's, and future dates/locations are still being determined. This will allow the public to interact with their City government informally. The mayor will join the administrator, up to 2 City Council members, and possibly a department head at each meeting. City funds are not being used to pay for this event. Please let the administrator know if you want to join one of these sessions.

Square H Frames – Alliant Energy: Significant work has been completed in removing the structures. The work is ongoing without a completion date determined at this point.

City Council/Board of Supervisors work session on EMS: The County held its first EMS committee meeting on February 15th.

The City Administrator sent a draft of a 28E agreement for the provision of EMS services to Appanoose County a copy of which is included with this report. This will be on the future agenda for both the County and the City, but there was not a date set as of writing this report.

The Appanoose County Board of Supervisors declared EMS Essential in Appanoose County at their September 5, 2023, meeting. This is the first step in a possible citizen vote for a countywide EMS levy.

The City Administrator met with the Board of Supervisors at their November 6, 2023, meeting to discuss a path forward on funding options. The Supervisors have established an EMS advisory board with members from each first responder group. This committee has been tasked with



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providing long-term EMS funding options, possibly including a ballot question on the November 2024 general election.

Permit and Code Enforcement Software: The City is implementing a new permit and code enforcement software. The new software will allow for digital submission of permits, as well as a nuisance property reporting functionality. The new software is anticipated to go live in early April 2024.

Water Quality Improvement Project: A Discussion Item has been added to the Agenda for March 4 to discuss the direction of this project. The City was awarded a grant from Iowa DNR for a Water Quality Improvement Project in our drainage districts. The grant was awarded for \$890,000. The Iowa DNR has approved 60% of design plans. However, a major funding gap exists between the awarded grant funds and the projected costs.

Lelah Bradley Active Campus Management Agreement: The Appanoose County Conservation Board approved the dissolution of the previous 28E agreement between the City and the County. This should allow us to move forward with the City and Conservation Foundation's land agreement.

The Iowa DNR has agreed to the terms of the cancellation of the REAP grant that covers the property. The City has tasked Hall Engineering with completing Survey and Easement work for the properties. Once the Civil work is done for the site, it should be ready to complete the final closing on the property.

Housing Abandonments/Demolitions for 2024: 908 S. 16th (City-owned, pending demolition), 509 E. Clark (demolished) 827 S. 16th (City-owned, pending conveyance), 217 E. State (City-owned, pending demolition), 114 N. 14th (City-owned, pending clearing), 620 N. 10th (Pending Abandonment); 520 E. Elm (City Owned, Pending Demolition)

Demolition Grant Program: Currently, four properties have been approved for the demolition grant – 714 S. 17th, 706 W. Maple, 505 N. Park, and 1115 S. 18th. Based on the average cost of City demolition, this represents a cost avoidance to the City of approximately \$36,000 to date.

Airport Repairs: The airport lighting project is complete and is pending close-out. The airport runway rehabilitation is slated for a spring project start and will require a temporary runway closure of up to a month.



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Storm Damage: The tree brush pile in the City Park has been shredded. The grinder is contracted to haul the material off over the next few months. The site should be fully restored before next spring. The community is welcome to take as much mulch as they want.

Agenda Requests not included on Agenda: City Hall receives more agenda requests than are presented at each City Council Meeting. The City Administrator evaluates each to ensure that the business to be discussed is appropriate for the City Council to decide on.

Citizen Input: None provided.

Ongoing Items: These items previously mentioned in Administrator reports are still ongoing.

City-wide Trash Pickup: No update since the last meeting

Annexation Letter and Discussion: No updates since the last meeting

Dead Trees: No update since the last meeting.

Semi Issue with N. Park: No Updates since the last meeting.

Disc Golf Course: No Updates since the last meeting.



STATUS REPORT

DATE: February 8, 2024

TO: Jason Fraser, City Administrator
City of Centerville
314 E. Maple St.
Centerville, IA 52544

RE: Centerville Wastewater Treatment
Strand PN 7024.004

COMMENTS:

Previous Month's Activities:

- Facilitated weekly virtual construction progress meetings with the Owner, Contractor, Strand Associates, and Hall Engineering.
- Completed controls review for SCADA system at the East Treatment Plant.
- Composed a letter to the Contractor to state project substantial completion.
- Provided onsite observation services for onsite project observation and staking services.

Issues/Special Items

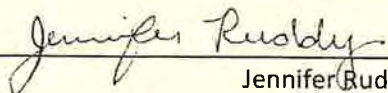
- None.

Goals for Next Period:

- Strand will continue review of Contractor submitted final Operations & Maintenance Manuals, Requests for Information, and other documentation.
- Issue punchlist for controls system (SCADA) review.
- Review contractor completed punchlist items.
- Begin preparing record drawings upon receiving contractor record drawings.
- Begin work in standard operating procedure for new treatment processes added with this project.

As always, please let us know if you have any questions.

Thank you,


Jennifer Ruddy, P.E.

Contractor's Application for Payment

Owner: <u>City of Centerville</u>	Owner's Project No.: <u>CS1920978 01</u>
Engineer: <u>FOX Strand, Inc.</u>	Engineer's Project No.: <u>2081-18A</u>
Contractor: <u>Locke AMI, LLC</u>	Contractor's Project No.: <u>2322308</u>
Project: <u>Wastewater Treatment Improvements, 2021</u>	
Contract: <u>Wastewater Treatment Improvements, Centerville, Iowa, 2021</u>	
Application No.: <u>27</u>	Application Date: <u>2/27/2024</u>
Application Period: From <u>1/26/2024</u> to <u>2/26/2024</u>	

1. Original Contract Price	\$ 12,038,000.00
2. Net change by Change Orders	\$ 36,435.97
3. Current Contract Price (Line 1 + Line 2)	\$ 12,074,435.97
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 11,778,712.40
5. Retainage	
a. <u>5%</u> X \$ <u>11,778,712.40</u> Work Completed =	\$ 588,935.62
b. <u>5%</u> X \$ <u>-</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 588,935.62
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 11,189,776.78
7. Less previous payments (Line 6 from prior application)	\$ 11,135,505.46
8. Amount due this application	\$ 54,271.32
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 884,659.19

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Locke AMI, LLC

Signature: Scott Carroll Digitally signed by Scott Carroll
DN: c=US, o=Locke AMI, LLC, ou=Scott Carroll
Date: 2024.02.27 11:04:78-05:00 **Date:** 2/27/2024

Recommended by Engineer	Approved by Owner
By: <u><i>Jennifer Reedy</i></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>2/28/2024</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Owner: City of Centerville
 Engineer: FOX Strand, Inc.
 Contractor: Locke AMI, LLC
 Project: Wastewater Treatment Improvements, 2021
 Contract: Wastewater Treatment Improvements, Centerville, Iowa, 2021

Contractor's Application for Payment

Owner's Project No.: CS1920978 01
 Engineer's Project No.: 2081-18A
 Contractor's Project No.: 2322308

Application No.: 27		Application Period: From 01/26/24 to 02/26/24		Application Date: 02/27/24					
Item No.	Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		E This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			Original Contract						
1	Bonds and Insurance	85,000.00	85,000.00	-	-	-	85,000.00	100%	-
2	Newforma Allowance	7,600.00	7,600.00	-	-	-	7,600.00	100%	-
3	Project Management	475,000.00	456,000.00	-	-	-	456,000.00	96%	19,000.00
4	Mobilization	238,230.00	238,230.00	-	-	-	238,230.00	100%	-
5	East Plant Schedule of Values								
6	SWPPP	41,904.00	35,618.40	-	-	-	35,618.40	85%	6,285.60
7	Tree Removal	80,704.00	80,704.00	-	-	-	80,704.00	100%	-
8	Mass Cut Hillside & Temp Roads	125,712.00	119,426.40	-	-	-	119,426.40	95%	6,285.60
9	Roadway & Sidewalk Work	301,428.00	271,285.20	-	-	-	271,285.20	90%	30,142.80
10	Remove & Replace Topsoil	108,640.00	92,344.00	-	-	-	92,344.00	85%	16,296.00
11	Fencing	116,400.00	116,400.00	-	-	-	116,400.00	100%	-
12	Bypass Pumping	15,900.00	15,900.00	-	-	-	15,900.00	100%	-
13	Sludge Hauling	54,999.00	54,999.00	-	-	-	54,999.00	100%	-
14	Seeding	22,500.00	11,250.00	-	-	-	11,250.00	50%	11,250.00
15	Replace Digester Lid	270,450.00	265,041.00	-	5,409.00	-	270,450.00	100%	-
16	Digester Insulation and Roofing	62,000.00	62,000.00	-	-	-	62,000.00	100%	-
17	Digester Lid Painting	84,535.00	84,535.00	-	-	-	84,535.00	100%	-
18	Gas Safety System	56,357.00	56,357.00	-	-	-	56,357.00	100%	-
19	Prelim Treatment Foundations	104,372.00	104,372.00	-	-	-	104,372.00	100%	-
20	Prelim Treatment Cast-In-Place Walls	187,900.00	187,900.00	-	-	-	187,900.00	100%	-
21	Prelim Treatment Elevated Slab	125,250.00	125,250.00	-	-	-	125,250.00	100%	-
22	Prelim Treatment Tilt-up & Roof	398,900.00	398,900.00	-	-	-	398,900.00	100%	-
23	Roof Insulation and membrane	12,700.00	12,700.00	-	-	-	12,700.00	100%	-
24	Mechanically Cleaned Screen & Wash Press	214,200.00	209,916.00	-	4,284.00	-	214,200.00	100%	-
25	Vortex Grit Equipment	113,700.00	111,426.00	-	-	-	111,426.00	98%	2,274.00
26	Grit Washer/Dewater	105,110.00	103,007.80	-	2,102.20	-	105,110.00	100%	-
27	Prelim Treat Building Pumps	39,750.00	38,955.00	-	795.00	-	39,750.00	100%	-
28	Hydraulic & Stop Gates	85,554.00	85,554.00	-	-	-	85,554.00	100%	-
29	Prelim Treat Exposed Piping	68,191.00	68,191.00	-	-	-	68,191.00	100%	-
30	Stairs, Handrails & Grating	202,885.00	202,885.00	-	-	-	202,885.00	100%	-
31	Monorail, Coiling Doors & Access Hatches	56,357.00	56,357.00	-	-	-	56,357.00	100%	-
32	Walk Doors & Windows	65,378.00	65,378.00	-	-	-	65,378.00	100%	-
33	Remove Sludge Beds	113,296.00	113,296.00	-	-	-	113,296.00	100%	-
34	Excavate Sludge Storage Tank	406,624.00	406,624.00	-	-	-	406,624.00	100%	-

Progress Estimate - Lump Sum Work

Owner: City of Centerville
Engineer: FOX Strand, Inc.
Contractor: Locke AMI, LLC
Project: Wastewater Treatment Improvements, 2021
Contract: Wastewater Treatment Improvements, Centerville, Iowa, 2021

Contractor's Application for Payment

Owner's Project No.: CS1920978.01
Engineer's Project No.: 2081-18A
Contractor's Project No.: 2322308

Application No.: 27		Application Period: From 01/26/24 to 02/26/24		Application Date: 02/27/24					
A Item No.	B Description	C From		E to		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
		Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	This Period (\$)					
35	Sludge Storage Tank Foundation & Walls	837,759.00	837,759.00	-	-	-	837,759.00	100%	-
36	Sludge Storage Tank Backfill	195,000.00	195,000.00	-	-	-	195,000.00	100%	-
37	Sludge Pump Building Foundations	59,800.00	59,800.00	-	-	-	59,800.00	100%	-
38	Sludge Pump Building Tilt-up & Roof	208,000.00	208,000.00	-	-	-	208,000.00	100%	-
39	Roof insulation and membrane	13,500.00	13,500.00	-	-	-	13,500.00	100%	-
40	Jet Mixing Pumps & Equipment	259,250.00	255,102.00	4,148.00	-	-	259,250.00	100%	-
41	Exposed Sludge Pump Building Piping	97,750.00	97,750.00	-	-	-	97,750.00	100%	-
42	Plant Drain Station Foundation/Structure	24,100.00	24,100.00	-	-	-	24,100.00	100%	-
43	Plant Lift Station Pumps	22,241.35	22,241.35	-	-	-	22,241.35	98%	359.65
44	Plant Lift Station Piping	16,975.00	16,975.00	-	-	-	16,975.00	100%	-
45	Effluent/UV Structure Modifications	33,950.00	33,950.00	-	-	-	33,950.00	100%	-
46	UV Equipment	187,598.00	187,598.00	-	-	-	187,598.00	100%	-
47	Underground Process Piping - Sludge Area	338,670.00	338,670.00	-	-	-	338,670.00	100%	-
48	Underground Process Piping - EQ to Prelim	64,850.00	64,850.00	-	-	-	64,850.00	100%	-
49	Metal Culvert Pipe	58,976.00	58,976.00	-	-	-	58,976.00	100%	-
50	RCP Storm Piping	235,807.00	235,807.00	-	-	-	235,807.00	100%	-
51	Influent & Sanitary Crossing Foundations	155,200.00	155,200.00	-	-	-	155,200.00	100%	-
52	Influent & Sanitary Crossing Exposed Pipe	100,880.00	100,880.00	-	-	-	100,880.00	100%	-
53	Potable Water Piping	32,301.00	32,301.00	-	-	-	32,301.00	100%	-
54	EQ Basin Modifications	24,444.00	24,444.00	-	-	-	24,444.00	100%	-
55	Control Building Architectural	16,907.00	16,907.00	-	-	-	16,907.00	100%	-
56	Exposed Pipe Coating - Pier Crossing	20,000.00	20,000.00	-	-	-	20,000.00	100%	-
57	Coatings - Preliminary Treatment	41,600.00	41,600.00	-	-	-	41,600.00	100%	-
58	Coatings - Sludge Pump Building & UV	49,700.00	49,700.00	-	-	-	49,700.00	100%	-
59	HVAC - Preliminary Treatment	185,000.00	185,000.00	-	-	-	185,000.00	100%	-
60	HVAC - Existing Control Building	166,500.00	166,500.00	-	-	-	166,500.00	100%	-
61	HVAC - Sludge Pump and UV Buildings	89,500.00	89,500.00	-	-	-	89,500.00	100%	-
62	Plumbing	90,695.00	90,695.00	-	-	-	90,695.00	100%	-
63	Solar Field Roads & Sitework	60,000.00	60,000.00	-	-	-	60,000.00	100%	-
64	Solar Array	525,546.00	515,035.08	-	-	-	515,035.08	98%	10,510.92
65	Underground Electrical	387,500.00	387,500.00	-	-	-	387,500.00	100%	-
66	Above Grade Rough In & Wiring - Preliminary Treatment	243,000.00	243,000.00	-	-	-	243,000.00	100%	-
67	Above Grade Rough In & Wiring - Sludge Pump Bldg	205,000.00	205,000.00	-	-	-	205,000.00	100%	-
68	Above Grade Rough In & Wiring - Existing Control Building	107,000.00	107,000.00	-	-	-	107,000.00	100%	-
69	Generator, ATS, and Switchgear	473,000.00	473,000.00	-	-	-	473,000.00	100%	-

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Centerville
 Engineer: FOX Strand, Inc.
 Contractor: Locke AMI, LLC
 Project: Wastewater Treatment Improvements, 2021
 Contract: Wastewater Treatment Improvements, Centerville, Iowa, 2021

Owner's Project No.: CS1920978 01
 Engineer's Project No.: 2081-18A
 Contractor's Project No.: 2322308

Application No.: 27		Application Period: From 01/26/24 to 02/26/24		Application Date: 02/27/24				
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
70	Controls	435,750.00	392,175.00	-	-	392,175.00	90%	43,575.00
71	Demobilization	168,532.00	42,133.00	-	-	42,133.00	25%	126,399.00
72	West Plant Schedule of Values							
73	Tree Removal	15,520.00	15,520.00	-	-	15,520.00	100%	-
74	Road & Sidewalk Work	68,676.00	68,676.00	-	-	68,676.00	100%	-
75	SWPPP	15,520.00	11,640.00	-	-	11,640.00	75%	3,880.00
76	Remove & Replace Topsoil	29,294.00	29,294.00	-	-	29,294.00	100%	-
77	Fencing	9,603.00	9,603.00	-	-	9,603.00	100%	-
78	Remove Sludge Beds	51,216.00	51,216.00	-	-	51,216.00	100%	-
79	Seeding	18,500.00	9,250.00	-	-	9,250.00	50%	9,250.00
80	Sludge Hauling	54,999.00	54,999.00	-	-	54,999.00	100%	-
81	Excavate Lagoon	142,000.00	142,000.00	-	-	142,000.00	100%	-
82	UG Basin Subdrain & EQ Structures	43,002.00	43,002.00	-	-	43,002.00	100%	-
83	Lagoon Liner	87,979.00	87,979.00	-	-	87,979.00	100%	-
84	Effluent/UV Structure Modifications	33,853.00	33,853.00	-	-	33,853.00	100%	-
85	UV Equipment	187,600.00	187,600.00	-	-	187,600.00	100%	-
86	Stop Gates	5,700.00	5,700.00	-	-	5,700.00	100%	-
87	HVAC	12,300.00	12,300.00	-	-	12,300.00	100%	-
88	Control Building Exposed Piping	13,600.00	13,600.00	-	-	13,600.00	100%	-
89	Solar Array	198,000.00	194,040.00	-	-	194,040.00	98%	3,960.00
90	Underground Electrical	36,278.00	36,278.00	-	-	36,278.00	100%	-
91	Above Grade Rough In & Wiring	94,672.00	94,672.00	-	-	94,672.00	100%	-
92	Generator, ATS, and Equipment	126,500.00	126,500.00	-	-	126,500.00	100%	-
93	Controls	70,888.00	70,888.00	-	-	70,888.00	100%	-
94	Demobilization	42,133.00	42,133.00	-	-	42,133.00	100%	-
		Original Contract Totals	\$ 12,038,000.00	\$ 11,731,793.23	\$ 16,738.20	\$ 11,748,531.43	98%	\$ 289,468.57

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Centerville
Engineer: FOX Strand, Inc.
Contractor: Locke AMJ, LLC
Project: Wastewater Treatment Improvements, 2021
Contract: Wastewater Treatment Improvements, Centerville, Iowa, 2021

Owner's Project No.: CS1920978.01
Engineer's Project No.: 2081-18A
Contractor's Project No.: 2322308

Application No.: 27		Application Period: From 01/26/24 to 02/26/24		Application Date: 02/27/24			
Item No.	Description	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
		(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders							
CO#2	Paint Finish on Louver's (East Plant) vs. Mill Finish	740.00	740.00	-	740.00	100%	-
CO#3	West Plant Solar and Sludge Tank Unsuitable Soils	(22,198.53)	(22,198.53)	-	(22,198.53)	100%	-
CO#4	Galvanized Steel Embed Plates for Lower Level Embeds	(3,200.00)	(3,200.00)	-	(3,200.00)	100%	-
CO#5	Relocate NG Line & Emerg. Lights	11,040.00	5,240.00	5,240.00	11,040.00	100%	-
CO#6	CPR 5, 6, 7, and 8	24,000.00	18,800.00	5,200.00	24,000.00	100%	-
CO#7	CPR 9 and WCD 3	4,750.00	4,210.00	540.00	4,750.00	100%	-
CO#8	CPR 012 and CPR 014	(13,620.00)	(13,620.00)	-	(13,620.00)	100%	-
CO#10	CPR 10, 13, 15, 17, 18, 25 and WCD 6	6,044.50	6,044.50	-	6,044.50	100%	-
CO#11	CPR 21, 23, 28	3,860.00	3,860.00	-	3,860.00	100%	-
CO#12	CPR 27, 30, 31, 32, 33, 35, 39, 41, WCD 7	25,020.00	18,765.00	-	18,765.00	75%	6,255.00
Change Order Totals		\$ 36,435.97	\$ (10,208.53)	\$ 40,389.50	\$ 30,180.97	83%	\$ 6,255.00
Original Contract and Change Orders							
Project Totals		\$ 12,074,435.97	\$ 11,721,584.70	\$ 57,127.70	\$ 11,778,712.40	98%	\$ 295,723.57

Stored Materials Summary

Owner: City of Centerville
 Engineer: FOX Strand, Inc.
 Contractor: Locke AMI, LLC
 Project: Wastewater Treatment Improvements, 2021
 Contract: Wastewater Treatment Improvements, Centerville, Iowa, 2021

Contractor's Application for Payment

Owner's Project No.: CS1920978.01
 Engineer's Project No.: 2081-18A
 Contractor's Project No.: 2322308

Application No.:		27		Application Period:		From 01/26/24 to 02/26/24		Application Date:		02/27/24	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored		Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (\$)	Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)				
49	M-51859	014210-4030	Metal 96" Culvert	Site	6	9,238.95	9,238.95	9,238.95	9,238.95	9,238.95	-
49	M-51858	014210-4030	Metal 96" Culvert	Site	6	12,758.55	12,758.55	12,758.55	12,758.55	12,758.55	-
15	I-9743-1	467317-0001	Digester Cover	Site	7	154,800.00	154,800.00	154,800.00	154,800.00	154,800.00	-
64	398	263100-0002	Solar Inverters	Site	7	82,600.00	82,600.00	82,600.00	82,600.00	82,600.00	-
48 / 52	20051449-000	400500-003	DI Pipe	Site	8	116,062.65	116,062.65	116,062.65	116,062.65	116,062.65	-
47	20052141-000	400500-003	DI Pipe	Site	8	18,164.71	18,164.71	18,164.71	18,164.71	18,164.71	-
88 / 93	170035	432358-0001	RI Pumps	Site	8	17,405.00	17,405.00	17,405.00	17,405.00	17,405.00	-
93	170088	432358-0001	RI Pump Control	Site	8	2,225.00	2,225.00	2,225.00	2,225.00	2,225.00	-
28	7713/7750/77 65	400559-0001	Hydraulic and Stop Gates	Site	9	85,554.00	85,554.00	85,554.00	85,554.00	85,554.00	-
50	9682- 001/9682-002	014210-4020	RCP Storm Piping	Site	9	27,623.88	27,623.88	27,623.88	27,623.88	27,623.88	-
86	30085	400559-0001	Stop Gates	Site	9	5,700.00	5,700.00	5,700.00	5,700.00	5,700.00	-
20	7713/7750/77 65	400559-0001	Prelim Treat Cast-in-Place Walls Site	Site	9	61.00	61.00	61.00	61.00	61.00	-
29	7713	400561-0001	Prelim. Treat Exposed Piping	Site	10	14,015.00	14,015.00	14,015.00	14,015.00	14,015.00	-
31	9967	055000-0001	Access Hatches	Site	10	4,539.13	4,539.13	4,539.13	4,539.13	4,539.13	-
41	7750	400561-0001	Exp. Sludge Pump Bldg. Piping	Site	10	24,076.50	24,076.50	24,076.50	24,076.50	24,076.50	-
41	7765	400561-0001	Exp. Sludge Pump Bldg. Piping	Site	10	44,272.04	44,272.04	44,272.04	44,272.04	44,272.04	-
43	19173	432500-0001	Plant Lift Station Pumps	Site	12	16,824.40	16,824.40	16,824.40	16,824.40	16,824.40	-
64/89	3	263100-0001	Solar Array	Site	12	235,030.00	235,030.00	235,030.00	235,030.00	235,030.00	-
64/89	3	263100-0004	Solar Array	Site	12	115,805.00	115,805.00	115,805.00	115,805.00	115,805.00	-
40	74407	464121-0001	Jet Mixing Pumps and Equipment	Site	14	21,909.40	21,909.40	21,909.40	21,909.40	21,909.40	-
40	73056	464121-0001	Jet Mixing Pumps and Equipment	Site	14	21,909.40	21,909.40	21,909.40	21,909.40	21,909.40	-
40	75916	464121-0001	Jet Mixing Pumps and Equipment	Site	14	164,320.50	164,320.50	164,320.50	164,320.50	164,320.50	-
46/85	3556CS8585	466617-0001 and 466617-0002	UV Equipment	Site	14	269,900.00	269,900.00	269,900.00	269,900.00	269,900.00	-
26	166649	462363-0001	Grit Washer/Dewater	Site	15	89,570.00	89,570.00	89,570.00	89,570.00	89,570.00	-
18	171945	467319-001	Gas Safety System	Site	16	42,899.38	42,899.38	42,899.38	42,899.38	42,899.38	-
27	14356	432313-019- 0001	Prelim. Treat Bldg. Pumps	Site	17	29,000.00	29,000.00	29,000.00	29,000.00	29,000.00	-
Totals						\$	1,626,264.49	\$	1,626,264.49	\$	1,626,264.49

This is **EXHIBIT K**, consisting of 2 page(s), referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 17, 2018, and **Task Order No. 2081-18A** dated December 17, 2018.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

The Effective Date of this Amendment is: _____, 20__

Background Data

Effective Date of Owner-Engineer Agreement: December 17, 2018

Owner: City of Centerville, Iowa

Engineer: Strand Associates, Inc.® (Formerly FOX Strand)

Project: Task Order No. 2081-18A.3—Wastewater Treatment Facility Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

1. Extend duration of Construction services from January 1, 2024, through June 30, 2024. Services will include tasks described in Exhibit A, Item A1.05 *Construction Phase* of the Standard Form of Master Agreement and further defined in Task Order 2081-18A.2. Owner shall pay Engineer in accordance with Method B—Standard Hourly rates an estimated fee of \$62,000.00.
2. Extend Resident Project Representative services in accordance with Exhibit D from January 1, 2024, through June 30, 2024. Owner shall pay Engineer in accordance with Method B—Standard Hourly rates an estimated fee of \$18,000.00.

Agreement Summary:

Original agreement amount:	\$1,167,700.00
Net change for prior amendments:	\$ 81,000.00
This amendment amount:	\$ 80,000.00
Adjusted Agreement amount:	\$1,328,700.00

Change in time for services (days or date, as applicable): Extend Services through June 30, 2024

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Owner: _____	City of Centerville, Iowa	Engineer: _____	Strand Associates, Inc.
By: _____	DRAFT	By: _____	DRAFT
Print name: _____	Jason Fraser	Print name: _____	Joseph M. Bunker
Title: _____	City Administrator	Title: _____	Corporate Secretary
Date Signed: _____		Date Signed: _____	

NOT FOR SIGNATURE

RESOLUTION NO. 2024-4037

RESOLUTION SETTING TIME AND PLACE OF HEARING ON ACCEPTANCE OF OFFER TO PURCHASE REAL ESTATE

WHEREAS, the City of Centerville, Iowa (the "City") is the owner of certain real estate locally known as being located at 520 W. Cottage, Centerville, Appanoose County, Iowa, 52544, legally described as follows:

COMMENCING AT A POINT 1151 FEET WEST OF THE SOUTHWEST CORNER OF LOT 3 IN SPOONER AND LANKFORD'S ADDITION TO CENTERVILLE, IOWA, THENCE WEST 101 ½ FEET, THENCE NORTH 209 FEET, THENCE EAST 101 ½ FEET, THENCE SOUTH 209 FEET TO THE PLACE OF BEGINNING, EXCEPT THE WEST 25 FEET, BEING A PART OF LOT 2 OF AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 68, RANGE 18 IN APPANOOSE COUNTY, IOWA.

Subject to easements of record and franchises; and reserving to the City of Centerville, Iowa, or its assignees, a perpetual easement over, across and through said real estate for the construction, repair and maintenance of water, sewer and other utility lines and appurtenances;

WHEREAS, the City Council of the City desires to sell the Property to CHARITON VALLEY REGIONAL HOUSING TRUST FUND, INC. an Iowa non-profit corporation ("Buyer") for \$10.00 and other valuable consideration (the "Purchase Price");

WHEREAS, the Property is being sold at fair market value;

WHEREAS, it would be in the best interests of the City to accept Buyer's offer to purchase the Property for the Purchase Price (the "Offer"); and

WHEREAS, in order to comply with Section 364.7, *Code of Iowa*, it is necessary to set a date, time and place of hearing on the acceptance of the Offer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. The Offer will be considered by the City Council at a meeting to be held commencing at 6:00 P.M. on March 18th, 2024 at Centerville City Hall, 312 E. Maple St. in Centerville, IA

Section 2. The City Clerk is hereby directed to publish a notice of the Offer, said notice to be published not less than four (4) nor more than twenty (20) days before the date of the hearing in a newspaper published at least once weekly and having general circulation in the City.

Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED this ____ day of _____, 2024.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Administrator

AGREEMENT AND CONSENT TO WAIVE POTENTIAL CONFLICT OF INTEREST

THIS AGREEMENT AND CONSENT TO WAIVE POTENTIAL CONFLICT OF INTEREST (this "Agreement") is made and executed this the _____ day of 20/02/2024, (the "Effective Date") by and between the City of Centerville, Iowa, an Iowa municipal corporation ("Seller"), CHARITON VALLEY REGIONAL HOUSING TRUST FUND, INC. an Iowa non-profit corporation, ("Buyer") and COX LAW FIRM, LLP, an Iowa limited liability partnership (the "Firm").

WITNESSETH:

WHEREAS, Buyer and Seller have retained the services of Nicole L. Cox of the Firm, concerning the real estate transaction between Buyer and Seller (the "Transaction").

WHEREAS, whenever a client asks a lawyer to represent such client in a matter where that client's interests are potentially adverse to the interests of another client or a former client, the Code of Professional Responsibility generally prohibits such representation without consent;

WHEREAS, the Firm has agreed to represent both Seller and Buyer regarding the Transaction only if Seller and Buyer agree to waive any potential conflict of interest and agree to the Firm's representation of Seller and Buyer; and

WHEREAS, in considering whether to give consent, it is important for Seller and Buyer to consider the following issues:

First, the parties should determine whether the Firm's representation of each other will interfere with their ability to work and rely on the Firm concerning the Transaction. Absent a client's consent to the contrary, a law firm owes a duty of undivided loyalty to a client, which precludes it from assuming another representation that is antagonistic to the client.

Second, the parties should consider whether, in the course of the Firm's representation of the other party, the Firm has obtained or will obtain confidential information. In general, a firm has a duty to preserve the confidentiality of information obtained in the course of representing a client and a duty not to use that information against that client. At the same time, a law firm has the duty to inform a client about information that is significant to its representation of such client, which could include confidential information acquired in the course of representing the other party. To avoid such conflict, both parties agree that the Firm may freely convey necessary information provided the Firm by Seller or Buyer, and there will be no confidential information related to the Transaction unless both parties expressly agree to the contrary.

Third, we do not recommend simultaneous representation of adverse parties, and have not recommended this simultaneous representation to either party. We have recommended, instead, that each party seek separate representation. We also recommend that each of you seek the advice of independent counsel of your own choice regarding the Transaction. If, however, it is the wish of both clients that we undertake the simultaneous representation of both parties with respect to the Transaction, we will undertake to do so under the terms described herein.

Lastly, if a dispute should arise in the future between the two parties concerning the Transaction or any other aspect of your dealings with each other, the Firm would have to withdraw, or would be disqualified, from representing either party with regard to that dispute or any other relationship the parties might then have with each other. Each party would then each have to retain separate counsel, resulting in

additional expense and inconvenience that you might not have incurred had you been separately represented from the outset.

NOW THEREFORE, after consideration of the issues outlined above, Seller and Buyer do hereby (i) agree to waive all conflicts of the Firm relating to the Transaction and (ii) consent to the Firm's representation of Seller and Buyer with respect to the Transaction.

The parties hereto have executed this Agreement as of the Effective Date.

SELLER:

CITY OF CENTERVILLE, IOWA
an Iowa municipal corporation

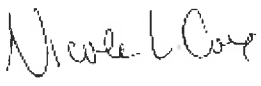
By: Jason Fraser
Jason Fraser, City Administrator

CHARITON VALLEY REGIONAL HOUSING
TRUST FUND, INC.,
an Iowa non-profit corporation

Rachel Mathews
Rachel Mathews, Executive Director

The Firm:

COX LAW FIRM, LLP,
an Iowa limited liability partnership

By: 
Nicole L. Cox, Partner

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and executed this 20/02/2024, 2024 (the "Effective Date"), by and between CITY OF CENTERVILLE, IOWA, an Iowa municipal corporation ("Seller") and CHARITON VALLEY REGIONAL HOUSING TRUST FUND, INC. an Iowa non-profit corporation ("Buyer").

1. Purchase and Sale. Pursuant to the terms of this Agreement, Buyer offers to buy and Seller offers to sell, that certain real property located at 520 W. Cottage, Centerville, Appanoose County, Iowa, 52544, legally described as follows:

COMMENCING AT A POINT 1151 FEET WEST OF THE SOUTHWEST CORNER OF LOT 3 IN SPOONER AND LANKFORD'S ADDITION TO CENTERVILLE, IOWA, THENCE WEST 101 ½ FEET, THENCE NORTH 209 FEET, THENCE EAST 101 ½ FEET, THENCE SOUTH 209 FEET TO THE PLACE OF BEGINNING, EXCEPT THE WEST 25 FEET, BEING A PART OF LOT 2 OF AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 68, RANGE 18 IN APPANOOSE COUNTY, IOWA,

reserving for City of Centerville, Iowa, or its assignees, a perpetual easement over, across and through said real estate for the construction, repair and maintenance of water, sewer and other utility lines and appurtenances (collectively, the "Property").

2. Purchase Price. The purchase price for the Property is \$10.00 (the "Purchase Price").

3. Condition of Property. Buyer agrees that it has had reasonable opportunity to inspect the Property, including the structures and improvements located upon the Property, and agrees to accept the same in an "AS-IS, WHERE IS" condition.

4. Fixtures and Personal Property. All property that integrally belongs to or is part of the Property, such as light fixtures, drapes, curtains, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items, and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of the Property and included in the sale. All personal property located on the Property on the Closing Date shall be considered a part of the Property and included in this sale.

5. Contingent on Council Action. The obligations of Seller to perform herein are contingent on the approval of this transaction by the Centerville City Council upon notice and hearing, which approval may be made by the City Council at its sole discretion. In the event Seller shall notify Buyer that the City Council has approved this Agreement, this contingency shall terminate. If Seller notifies Buyer that the City Council disapproved of this Agreement, then this Agreement shall be deemed null and void and this Agreement shall terminate without any other action by the parties to this Agreement and the Purchase Price shall be refunded to Buyer.

6. Closing.

a. Date and Place. The sale and purchase of the Property shall be consummated at a closing (the "Closing") to be held at the offices of Cox Law Firm, LLP, 105 W. Van Buren, Centerville, Iowa 52544. The Closing shall occur on or before the date (the "Closing Date") that is 30 days after the City Council's approval of this offer by resolution.

b. Items to be Delivered by Seller at the Closing. At the Closing, Seller shall deliver to Buyer each of the following items:

i. Quit Claim Deed signed by Seller conveying unto Buyer any interest that Seller owns in the Property;

ii. Groundwater Hazard Statement signed by Seller (if required); and

iii. Declaration of Value signed by Seller;

c. Items to be Delivered by Buyer at the Closing. At the Closing, Buyer shall deliver to Seller the Purchase Price.

d. Adjustments and Prorations. Seller shall pay all real estate taxes through the Closing Date, including any unpaid real estate taxes for prior tax years. Buyer shall pay all subsequent real estate taxes. Seller shall pay all special assessments for improvements that have been installed as of the date of this Agreement.

e. Other Items. Except as otherwise provided herein, each party shall pay its share of all other closing costs as is normally paid by a seller or purchaser, respectively, in a transaction of this character in Appanoose County, Iowa.

7. Remedies of Parties.

a. Default by Seller. If Seller fails to timely perform its obligations under this Agreement, Buyer shall have the right to terminate this Agreement and have all payments made returned to Buyer.

b. Default by Buyer. If Buyer fails to perform its obligations under this Agreement, Seller may forfeit this Agreement as provided in Iowa Code (Chapter 656), in which case this Agreement shall be deemed null and void, or, at Seller's option, upon thirty days' written notice of intention to accelerate the payment of the entire balance due because of Buyer's default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter, this Agreement may be foreclosed in equity and the Court may appoint a receiver.

c. Attorneys' Fees. In the event either party files a lawsuit in connection with this Agreement or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and court costs incurred in such lawsuit.

d. Other Remedies. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, including specific performance and injunctive relief.

e. Survival. This Section shall survive the Closing or the earlier termination of this Agreement.

8. Miscellaneous.

a. Time is of the Essence. Time is of the essence in this Agreement.

b. Notices. Any notice required or permitted to be given under this Agreement (except any notice required by law) shall be void and of no effect unless given in accordance with the provisions of this Section. All notices (except as may otherwise be provided by law) must be in writing and delivered to the person to whom it is directed either (i) in person, (ii) by an overnight delivery service (such as FedEx or UPS) or (iii) by certified mail, return receipt requested. All notices so given shall be deemed delivered and received on, (i) if delivered in person, the date delivered, (ii) if sent via overnight delivery service, the next day after delivered to such overnight delivery service; and (iii) if sent via certified mail, three days after being deposited in the mail. All notices shall be given to the parties hereto at the addresses set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten days' prior notice of such change to the other party hereto in the manner prescribed herein.

c. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all other oral or written agreements between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement, oral and written, are expressly merged into and superseded by this Agreement.

d. Amendment; Waiver. Except as specifically provided herein, no change, modification, amendment, addition or termination of this Agreement or any part thereof shall be valid unless in writing and signed by or on behalf of the party to be charged therewith. No provision of this Agreement or any default, misrepresentation, or breach of warranty or agreement under this Agreement may be waived except in a writing executed by the party against which such waiver is sought to be enforced.

e. Brokers. Each party represents and warrants to the other that no brokers or finders have been engaged by it, respectively, in connection with this Agreement. This covenant shall survive the Closing or termination of this Agreement.

f. Blocked Persons. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

g. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may not be assigned by Buyer or Seller without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned in whole or in part by Buyer to any affiliate of Buyer.

h. Construction and Interpretation. The terms (i) "herein", "hereof", "hereunder", "hereby" and other similar references are construed to mean and include this Agreement and all amendments and supplements unless the context clearly indicates or requires otherwise, (ii) "day" means calendar day (i.e., not a business day), unless specified otherwise, (iii) "including" means including, without limitation, (iv) "terms" and "provisions" are deemed to be synonymous and (v) "sole discretion" and "sole and absolute discretion" are deemed to be synonymous. All references to "Sections" contained in this Agreement are, unless specifically indicated otherwise, references to articles, sections, subsections and paragraphs of this Agreement. Each reference to an "Exhibit" is, unless specifically indicated otherwise, a reference to a schedule or an exhibit to this Agreement, which is incorporated into this Agreement by each such reference. Whenever in this Agreement the singular number is used, the same shall include the plural as appropriate (and vice versa), and words of any gender shall include each other gender as appropriate. The captions in this Agreement are for convenience only and in no way affect the interpretation of this Agreement. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Agreement.

i. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Iowa, without regard to principles of conflicts of law.

j. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures hereon that are transmitted by electronic means such as telecopy and e-mail shall be binding as if they were original and counterparts hereof with electronic signatures shall be deemed originals for all purposes.

k. Severability. If any provision of this Agreement, or any application of any such provision to any party or circumstances, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than the application as to which such provision is determined to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

l. Authority. Buyer represents that Seller has the full right, power and authority to execute, deliver and carry out the terms of this Agreement and any and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and consummation of this Agreement, and all other agreements and documents executed in connection herewith by Buyer, have been duly authorized by all necessary actions on the part of Buyer. No other action, consent or approval on the part of Buyer or any other person or entity is necessary to authorize Buyer's due and valid execution, delivery and consummation of this Agreement and all other agreements and documents executed in connection herewith. This Agreement and all other agreements and documents executed in connection herewith by Buyer, upon due execution and delivery thereof, shall constitute the valid and binding obligations of Buyer, enforceable in accordance with their terms, except as enforcement may be limited by general principles of equity. Seller's obligations under this agreement shall only be binding upon Seller should the City Council approve this Agreement as provided in Section 5.

IN WITNESS WHEREOF, the parties hereto have accepted and executed this Agreement as of the Effective Date.

Buyer:

CHARITON VALLEY REGIONAL HOUSING TRUST FUND, INC.,
an Iowa non-profit corporation

Rachel Mathews

Rachel Mathews, Executive Director

Address of Buyer: 15703 Highway J29,
Centerville, IA 52544

Phone number of Buyer: 641.436.1775

Seller:

CITY OF CENTERVILLE, IOWA,
an Iowa municipal corporation

Jason Fraser

Jason Fraser, City Administrator

Address of Seller: c/o City Hall, 312 E.
Maple St., Centerville, IA 52544

Phone number of Seller: 641.437.4339

Signature:

Rachel Mathews

Rachel Mathews (Feb 20, 2024 16:04 CST)

Email: rachemathews@commercialresources.info









Centerville - Sale to CVRHTF (520 W. Cottage) - Purchase Agreement and Conflict Waiver Combined

Final Audit Report

2024-02-20

Created:	2024-02-20
By:	Edward Cox (edward@coxlawfirmllp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7LBUe4OaSeRsAUFbXzlgavW44Q7Pjcw

"Centerville - Sale to CVRHTF (520 W. Cottage) - Purchase Agreement and Conflict Waiver Combined" History

-  Document created by Edward Cox (edward@coxlawfirmllp.com)
2024-02-20 - 8:31:14 PM GMT
-  Document emailed to Rachel Mathews (rachelmathews@commercialresources.info) for signature
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-  Document emailed to Jason Fraser (jfraser@centerville-ia.org) for signature
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-  Email viewed by Jason Fraser (jfraser@centerville-ia.org)
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-  Document e-signed by Jason Fraser (jfraser@centerville-ia.org)
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-  Email viewed by Rachel Mathews (rachelmathews@commercialresources.info)
2024-02-20 - 8:43:04 PM GMT
-  Document e-signed by Rachel Mathews (rachelmathews@commercialresources.info)
Signature Date: 2024-02-20 - 10:04:49 PM GMT - Time Source: server
-  Agreement completed.
2024-02-20 - 10:04:49 PM GMT

RESOLUTION NO. 2024-4038

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON ACCEPTANCE OF OFFER
TO PURCHASE REAL ESTATE**

WHEREAS, the City of Centerville, Iowa (the "City") is the owner of certain real estate locally known as being located at 827 S. 16th, Centerville, Appanoose County, Iowa, legally described as follows (the "Property"):

Lot Nine (9) in Block Ten (10) in Drake's First Addition to the Town of Centerville, Iowa.
Except the coal underlying the same.

WHEREAS, the City Council of the City desires to sell the Property to TODD CULLUM ("Buyer") for \$5,000.00 (the "Purchase Price");

WHEREAS, the Property is being sold at fair market value;

WHEREAS, it would be in the best interests of the City to accept Buyer's offer to purchase the Property for the Purchase Price (the "Offer"); and

WHEREAS, in order to comply with Section 364.7, *Code of Iowa*, it is necessary to set a date, time and place of hearing on the acceptance of the Offer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. The Offer will be considered by the City Council at a meeting to be held commencing at 6:00 P.M. on March 18, 2024, in the Council Chambers at City Hall located at 312 E. Maple St., Centerville, Iowa.

Section 2. The City Clerk is hereby directed to publish a notice of the Offer, said notice to be published not less than four (4) nor more than twenty (20) days before the date of the hearing in a newspaper published at least once weekly and having general circulation in the City.

Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED this ____ day of _____, 2024.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Administrator

RESOLUTION NO. 2024-4039

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON ACCEPTANCE OF OFFER
TO PURCHASE REAL ESTATE**

WHEREAS, the City of Centerville, Iowa (the "City") is the owner of certain real estate locally known as being located at 509 E. Clark St., Centerville, Appanoose County, Iowa, legally described as follows (the "Property"):

Lot Twenty-three (23) in Clark and Peatman's Addition to Centerville, Iowa. Except the coal underlying the same.

WHEREAS, the City Council of the City desires to sell the Property to CHAZMAN S. SIAS ("Buyer") for \$1,500.00 (the "Purchase Price");

WHEREAS, the Property is being sold at fair market value;

WHEREAS, it would be in the best interests of the City to accept Buyer's offer to purchase the Property for the Purchase Price (the "Offer"); and

WHEREAS, in order to comply with Section 364.7, *Code of Iowa*, it is necessary to set a date, time and place of hearing on the acceptance of the Offer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. The Offer will be considered by the City Council at a meeting to be held commencing at 6:00 P.M. on March 18, 2024, in the Council Chambers at City Hall located at 312 E. Maple St., Centerville, Iowa.

Section 2. The City Clerk is hereby directed to publish a notice of the Offer, said notice to be published not less than four (4) nor more than twenty (20) days before the date of the hearing in a newspaper published at least once weekly and having general circulation in the City.

Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED this ____ day of _____, 2024.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Administrator

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and executed this the 28 day of February, 2024 by and between the CITY OF CENTERVILLE, IOWA, an Iowa municipal corporation ("Seller") and CHAZMAN S. SIAS, an individual ("Buyer").

1. Offer to Buy. Seller offers to sell and Buyer offers to buy that certain real property located at 509 E. Clark St., Centerville, Appanoose County, Iowa, legally described as follows:

LOT 23 IN CLARK AND PEATMAN'S ADDITION TO CENTERVILLE<
APPANOOSE COUNTY, IOWA, .

together with any easements and servient estates appurtenant thereto, and all buildings and other improvements thereon (collectively, the "Property").

2. Purchase Price. The purchase price for the Property is \$1,500 (the "Purchase Price"). Buyer has made a non-refundable down payment in the amount of the Purchase Price, which will be applied to the Purchase Price at the Closing (hereinafter defined).

3. Condition of Property. Buyer agrees that it has had reasonable opportunity to inspect the Property, including the structures and improvements located upon the Property, and agrees to accept the same in an "AS-IS, WHERE IS" condition.

4. Fixtures and Personal Property. All property that integrally belongs to or is part of the Property, such as light fixtures, drapes, curtains, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall-to-wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of the Property and included in the sale.

5. Contingent on Council Action. The obligations of Seller to perform herein are contingent on the approval of this transaction by the Centerville City Council upon notice and hearing, which approval may be made by the City Council at its sole discretion. In the event Seller shall notify Buyer that the City Council has approved this Agreement, this contingency shall terminate and the Purchase Price shall be non-refundable to Buyer. If Seller notifies Buyer that the City Council disapproved of this Agreement, then this Agreement shall be deemed null and void and this Agreement shall terminate with any other action by the parties to this Agreement and the Purchase Price shall be refunded to Buyer.

6. Closing.

a. Date and Place. The sale and purchase of the Property shall be consummated at a closing (the "Closing") to be held at the offices of the Cox Law Firm, LLP, 105 W. Van Buren St., in Centerville, Iowa. The Closing shall occur on or before the date (the "Closing Date") that is 20 business days after the City Council's approval of this offer by resolution.

b. Items to be Delivered by Seller at the Closing. At the Closing, Seller shall deliver to Buyer each of the following items:

i. A Quit Claim Deed, signed by Seller conveying unto Buyer any interest that Seller owns in the Property;

ii. Groundwater Hazard Statement signed by Seller; and

iii. Declaration of Value signed by Seller.

c. Items to be Delivered by Buyer at the Closing. At the Closing, Buyer shall deliver to Seller the Purchase Price.

d. Adjustments and Prorations. Seller shall pay all real estate taxes through the Closing Date, including any unpaid real estate taxes for prior tax years. Buyer shall pay all subsequent real estate taxes. Seller shall pay all special assessments for improvements that have been installed as of the date of this Agreement.

e. Other Items. Except as otherwise provided herein, each party shall pay its share of all other closing costs as is normally paid by a seller or purchaser, respectively, in a transaction of this character in Appanoose County, Iowa.

7. Remedies of Parties.

a. Default by Seller. If Seller fails to timely perform its obligations under this Agreement, Buyer shall have the right to terminate this Agreement and have all payments made returned to Buyer.

b. Default by Buyer. If Buyer fails to perform its obligations under this Agreement, Seller may forfeit this Agreement as provided in Iowa Code (Chapter 656), in which case this Agreement shall be deemed null and void, or, at Seller's option, upon thirty days' written notice of intention to accelerate the payment of the entire balance due because of Buyer's default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter, this Agreement may be foreclosed in equity and the Court may appoint a receiver.

c. Attorneys' Fees. In the event either party files a lawsuit in connection with this Agreement or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and court costs incurred in such lawsuit.

d. Other Remedies. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, including specific performance and injunctive relief.

e. Survival. This section shall survive the Closing or the earlier termination of this Agreement.

8. Miscellaneous.

- a. Time is of the Essence. Time is of the essence in this Agreement.
- b. Notices. Any notice required to be given under this Agreement (except any notice required by law) shall be void and of no effect unless given in accordance with the provisions of this Section. All notices (except as may otherwise be provided by law) must be in writing and delivered to the person to whom it is directed either (i) in person, (ii) by an overnight delivery service (such as FedEx or UPS) or (iii) by certified mail, return receipt requested. All notices so given shall be deemed delivered and received on, (i) if delivered in person, the date delivered, (ii) if sent via overnight delivery service, the next day after delivered to such overnight delivery service; and (iii) if sent via certified mail, three days after being deposited in the mail. All notices shall be given to the parties hereto at the addresses set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten days' prior notice of such change to the other party hereto in the manner prescribed herein.
- c. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all other oral or written agreements between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement, oral and written, are expressly merged into and superseded by this Agreement.
- d. Amendment; Waiver. Except as specifically provided herein, no change, modification, amendment, addition or termination of this Agreement or any part thereof shall be valid unless in writing and signed by or on behalf of the party to be charged therewith. No provision of this Agreement or any default, misrepresentation, or breach of warranty or agreement under this Agreement may be waived except in a writing executed by the party against which such waiver is sought to be enforced.
- e. Brokers. Each party represents and warrants to the other that no brokers or finders have been engaged by it, respectively, in connection with this Agreement. This covenant shall survive the Closing or termination of this Agreement.
- f. Blocked Persons. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.
- g. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may not be assigned by Buyer or Seller without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned in whole or in part by Buyer to any affiliate of Buyer.
- h. Construction and Interpretation. The terms (i) "herein", "hereof", "hereunder", "hereby" and other similar references are construed to mean and include this Agreement and all

amendments and supplements unless the context clearly indicates or requires otherwise, (ii) "day" means calendar day (i.e., not a business day), unless specified otherwise, (iii) "including" means including, without limitation, (iv) "terms" and "provisions" are deemed to be synonymous and (v) "sole discretion" and "sole and absolute discretion" are deemed to be synonymous. All references to "Sections" contained in this Agreement are, unless specifically indicated otherwise, references to articles, sections, subsections and paragraphs of this Agreement. Each reference to an "Exhibit" is, unless specifically indicated otherwise, a reference to a schedule or an exhibit to this Agreement, which is incorporated into this Agreement by each such reference. Whenever in this Agreement the singular number is used, the same shall include the plural as appropriate (and vice versa), and words of any gender shall include each other gender as appropriate. The captions in this Agreement are for convenience only and in no way affect the interpretation of this Agreement. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Agreement.

i. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Iowa, without regard to principles of conflicts of law.

j. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures hereon that are transmitted by electronic means such as telecopy and e-mail shall be binding as if they were original and counterparts hereof with electronic signatures shall be deemed originals for all purposes.

Seller:

CITY OF CENTERVILLE, IOWA,
an Iowa municipal corporation



Jason Fraser, City Administrator

Address of Seller: c/o City Hall, 312 E. Maple St., Centerville, IA 52544

Buyer:



Chazman S. Sias

Dated: 2-28-24

Address of Buyer: 513 E. Clark Centerville, IA 52544

RESOLUTION NO. 2024-4040

RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO VACATE THE ALLEY RUNNING EAST AND WEST LYING BETWEEN LOT 1, BLOCK 4 AND LOT 4, BLOCK 3 OF J.R. WOODEN'S FIRST ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA.

WHEREAS, the City of Centerville, Iowa (the "City") has received a request to vacate the following-described alley, to-wit (the "Alley"):

THE ALLEY RUNNING EAST AND WEST LYING BETWEEN LOT 1, BLOCK 4 AND LOT 4, BLOCK 3 OF J.R. WOODEN'S FIRST ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA.

All subject to easements of record and franchises; and reserving to the City of Centerville, Iowa, or its assignees, a perpetual easement over, across and through said real estate for the construction, repair and maintenance of water, sewer and other utility lines and appurtenances; and

WHEREAS, Section 354.23, *Code of Iowa*, permits the City Council to vacate a part of an official plat by resolution or ordinance that had been conveyed to the city or dedicated to the public which is deemed by the City Council to be of no benefit to the public following a public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. The proposal to vacate the Alley will be considered by the City Council at a meeting to be held on the 18th day of March, 2024, commencing at 6:00 p.m. in the Council chambers at the City Hall in Centerville, Iowa.

Section 2. The City Clerk is hereby directed to publish a notice of said proposal to vacate the Alley, said notice to be published not less than four (4), nor more than twenty (20) days before the date of the hearing in a newspaper published at least once weekly and having general circulation in the City.

Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this ____ day of _____, 2024.

Michael G. O'Connor, Mayor

ATTEST:

Jason Fraser, City Administrator

AGREEMENT CONCERNING EMERGENCY MEDICAL SERVICES

This AGREEMENT CONCERNING EMERGENCY MEDICAL SERVICES (this "Agreement") is made and executed this ____ day of _____, 2024, (the "Effective Date") by and among CITY OF CENTERVILLE, an Iowa municipal corporation (the "City"), and APPANOOSE COUNTY, IOWA (the "County").

1. **Services.** The City agrees to provide the following Emergency Medical Services (the "Services") during the Term (defined below):
 - a. Emergency Medical Services. (Together, Sections 1(a) (i-iii) listed immediately below referred to herein collectively as the "Animal Control Services").
 - ii. To shelter, water, feed and otherwise care for the Impounded Animals in a safe, professional, good and competent manner in accordance with the generally accepted standards of the Iowa Animal Industry Bureau (Chapter 162 of the Code of Iowa, Chapter 67 of the Iowa Administrative Code) and the Centerville Municipal Code (Chapter 7.09), effective at the time of performance; and
 - iii. To keep at any one time no more than six Impounded Animals of less than 200 pounds each.
2. **Equipment.**
 - a. N/A
3. **Term.** The term of this Agreement shall commence on or July 1, 2024, and continue until June 30, 2025, unless renewed by both parties terminated as hereinafter provided (the "Term").
4. **Default, Remedies.** In the event of a default by a party in the performance of their obligations under this Agreement, if the defaulting party has failed to cure the default within ten (10) days after receiving written notice thereof from the non-defaulting party, the non-defaulting party may exercise any remedies at law or in equity, including specific performance, injunctive relief, or termination of this Agreement for cause. Each party waives consequential, speculative and punitive damages against the other party.
5. **Termination of Agreement.** Provided no default of this Agreement exists, this Agreement shall automatically renew on an annual basis for one year at a time each on the same terms provided in this Agreement unless the City or the County delivers 90 days' notice of termination to the other party.
6. **Compensation for the Services.** The City agrees to pay to Provider the following at the address of Provider as set forth below the signature of such party, or at such other place as Provider may, from time to time, designate:
 - a. The sum of \$600 per month, in advance, for the Animal Control Services (the "Animal Control Fee"). The first payment of the Animal Control Fee is due on the first day of the Term, and the remaining payments shall be due on the 1st day of each and every consecutive month until the end of the Term;

7. **Independent Contractor.** The City is an independent contractor and not an employee or agent of the County. Accordingly, Provider shall not hold itself out as, or claim to be acting in the capacity of, an employee, agent, partner or joint venture of the City.
8. **Insurance.** Throughout the Term, the City shall satisfy the insurance obligations as set forth on Exhibit A.
9. **Compliance with Law.** The City, at its sole cost and expense, shall be responsible for and shall obtain, or cause to be obtained, any and all licenses, permits or other approvals from any and all governmental agencies, federal, state or local, in connection with the provision of the Services. Provider warrants for itself and its officers, directors, employees, agents, suppliers, and subcontractors, at any tier, and their respective agents and employees, compliance with all applicable Federal, State, and local laws and regulations.
10. **Assignment.** The City shall not assign any of its rights, duties or remedies under this Agreement without the prior written consent of the County.
11. **Miscellaneous Provisions.**
 - a. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement (except any notice required by law) shall be void and of no effect unless given in accordance with the provisions of this Section. All notices (except as may otherwise be provided by law) must be in writing and delivered to the person to whom it is directed either (i) in person, (ii) by an overnight delivery service (such as FedEx or UPS), or (iii) by certified mail, return receipt requested. All notices so given shall be deemed delivered and received (i) if delivered in person, the date delivered, (ii) if sent via overnight delivery service, the next day after delivered to such overnight delivery service, and (iii) if sent via certified mail, three days after being deposited in the mail.. All notices shall be given to the parties hereto at the addresses set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten days prior notice of such change to the other party hereto in the manner prescribed herein.
 - b. Waiver of Jury Trial, Consent to Jurisdiction. Both parties hereby waive, where permitted by law, trial by jury on any matter brought by either of them against the other arising out of or in any way connected with this Agreement and/or any claim for injury or damage arising hereunder. Exclusive venue for any and all legal actions regarding this Agreement shall be Appanoose County, Iowa. The parties hereby submit themselves to the jurisdiction of Iowa courts.
12. **Rights Cumulative.** The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
13. **Provisions Binding.** Each and every covenant and agreement herein contained shall extend to and be binding upon respective successors, heirs, administrators, executors and assigns of the parties hereto.

14. **Construction.** Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. The word "including" or derivatives thereof shall be deemed to mean "including, but not limited thereto."
15. **Entire Agreement.** This writing, including any exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference of this Agreement, or the Premises, or any repairs, alterations or improvements, or any change in the terms of this Agreement, shall be binding upon either of the parties unless in writing and signed by both the City and the County.
16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures hereon that are transmitted by electronic means such as telecopy and e-mail shall be binding as if they were original and counterparts hereof with electronic signatures shall be deemed originals for all purposes.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

EXECUTED by the undersigned be effective as of the Effective Date.

CITY:

CITY OF CENTERVILLE,
an Iowa municipal corporation

By: _____
Jason Fraser, City Administrator

Phone: 641.437.4339

Address:

312 E. Maple St.
Centerville, IA 52544

e-mail: cityadmin@centerville-ia.org

PROVIDER:

**FUREVER FRIENDS RESCUE OF
APPANOOSE, INC.,**
an Iowa non-profit corporation t

By: _____

Phone: 641.856.9455

Address:

19507 Highway 2
Centerville, IA 52544

e-mail: fureverfriends4pets@gmail.com

Exhibit A

Insurance Requirements

COVERAGE AND LIMITS

Provider at its expense, will purchase and maintain (with companies licensed to do business in the State of Iowa) insurance coverages and amounts as set forth below:

<u>TYPE</u>	<u>AMOUNT</u>	<u>OTHER REQUIREMENTS</u>
1. Workers' Compensation and Employer's Liability	Statutory Limits, if state has no statutory limits then: \$500,000 each accident \$500,000 policy limit bodily injury by disease \$500,000 each employee, bodily injury by disease	1. Waiver of subrogation in favor of City Parties (hereafter defined). 2. No "alternative" forms of coverage will be permitted.
2. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence \$1,000,000 general aggregate \$1,000,000 product-completed operations aggregate limit. \$1,000,000 personal and advertising injury limit \$50,000 fire legal liability	1. Current edition of ISO form CG 00 01, or equivalent 2. City Parties will be named as "additional insureds" on current edition of ISO Form CG 20 26 07 04, or equivalent 3. Waiver of subrogation in favor of City Parties 4. Defense will be provided as an additional benefit and not included within the limit of liability 5. Non-waiver of governmental immunity endorsement
4. Professional Liability	\$500,000	

◆ **OTHER REQUIREMENTS**

Each insurance policy required to be obtained by Provider shall be primary and non-contributory. Any aggregate limit that is reduced below 75% of the limit required by this Agreement because of losses incurred must be reinstated by Provider.

◆ **EVIDENCE OF INSURANCE REQUIRED BEFORE SERVICES BEGIN**

Evidence of insurance shall be delivered to the City prior to commencing operations at the site and at least five (5) days prior to the expiration of current policies. The "ACORD Form 25-S Certificates of Liability Insurance" is the required form in all cases where reference is made herein to a "Certificate of Insurance". The Certificate of Insurance must specify the additional insured status and waivers of subrogation, state the amounts of all deductibles and self-insured retentions, set forth notice requirements for cancellation, or non-renewal of insurance and be accompanied by copies of all required endorsements. If requested in writing by a party to this Agreement, the other party shall provide the requesting party a certified copy of the insurance policies or endorsements required under this Exhibit A.

◆ **INSURANCE REQUIRED FOR TERM**

All insurance required by this Exhibit A shall be maintained during the entire Term, including any extensions thereto.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30-days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten-day' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the City Parties.

◆ **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Each party shall, without exception, be given not less than 30-days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten-day' notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on the Certificate of Insurance and on all insurance policies required by this Exhibit A.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit A to be maintained by Provider that requires an additional insured endorsement shall be endorsed, using an additional insured endorsement (as specified above), to name as additional insureds the City Parties.