

ITEMS TO INCLUDE ON AGENDA FOR JANUARY 3, 2022

CITY OF CENTERVILLE, IOWA

Not to exceed \$9,889,000 Sewer Revenue Capital Loan Notes

- Public hearing on the authorization of a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

January 3, 2022

The City Council of the City of Centerville, State of Iowa, met in open session, in the Council Chambers, City Hall, 312 E. Maple, Centerville, Iowa, at 6:00 o'clock P.M., on the above date. There were present Mayor O'Connor, in the chair, and the following named Council Members:

Creagan, Dillard, Hamilton,

Sherwood and Spurgeon

Absent: None

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$9,889,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer Utility, including improvements and extensions to the East and West treatment plants, and that notice of the proposed action by the City Council to institute proceedings for the authorization of the Loan and Disbursement Agreement and the issuance of the Notes had been published pursuant to the provisions of Sections 384.24A and 384.83, as amended.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposal. The City Clerk advised the Mayor and the City Council that 0 written objections had been filed. The Mayor then called for oral objections to the proposal and 0 were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections
received or made, if any)

The City Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member Creagan introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$9,889,000 SEWER REVENUE CAPITAL LOAN NOTES", and moved:

- ☒ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings to the meeting to be held at _____ o'clock _____ .M. on the _____ day of _____, 2022, at this place.

Council Member Spurgeon seconded the motion. The roll was called and the vote was,

AYES: Creagan, Dillard, Hamilton,
Sherrwood and Spurgeon

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

2022-3849
RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$9,889,000 SEWER
REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$9,889,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer Utility, including improvements and extensions to the East and West treatment plants, and has considered the extent of objections received from residents or property owners as to said

proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

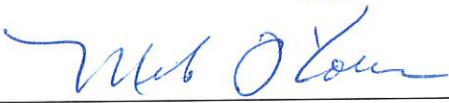
Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$9,889,000 Sewer Revenue Capital Loan Notes for the foregoing purpose.

Section 2. That this Council does hereby consent to the terms and conditions of the SRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. That the Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the SRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

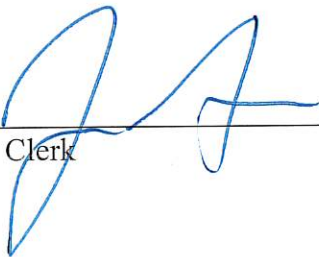
Section 4. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the sewer fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 3rd day of January, 2022.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF APPANOOSE

)

I, the undersigned City Clerk of the City of Centerville, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 3rd day of January, 2022.

[Signature]
City Clerk, City of Centerville, State of Iowa

(SEAL)

01976760-1\10295-0.6

RESOLUTION NO. 2022-3850

**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 located at 714 W. Jackson and 800 W. Jackson, Centerville, Appanoose County, Iowa, legally described as follows (the "Property"):

Lot 5, Block 1, Martin and Hargrove's Addition to the City of Centerville, Iowa.

AND

The East One Half of Lot Six (6) Block One (1) in Martin and Hargrove's Addition to Centerville, Iowa;

WHEREAS, the City Council of the City desires to sell the Property to Dennie Lee Fenton and Charlotte Fenton, husband and wife ("Buyer") for \$1,000.00 (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.

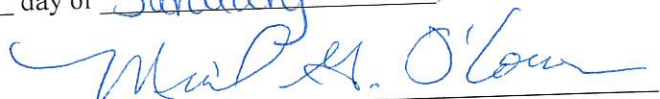
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. The Offer will be considered by the City Council at a meeting to be held commencing at 6:00 P.M. on February 7th, 2022, in the Council Chambers at City Hall located at 312 E. Maple St., Centerville, Iowa.

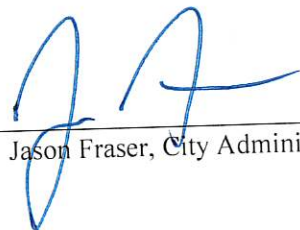
Section 2. The City Clerk is hereby directed to publish a notice of the Offer, said notice to be published not less than four (4) nor more than twenty (20) days before the date of the hearing in a newspaper published at least once weekly and having general circulation in the City.

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

PASSED AND APPROVED this 17th day of January, 2022.


Michael G. O'Connor, Mayor

Attest:



Jason Fraser, City Administrator

Local Government Property Valuation System
Resolution: 2022-3852 - Setting the Time and Place for Public Hearing
NOTICE OF PUBLIC HEARING - CITY OF CENTERVILLE - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/21/2022 **Meeting Time:** 06:00 PM **Meeting Location:** Centerville City Hall - 312 E. Maple St., Centerville, IA 52544

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Telephone Number
(641) 437-4339

City Website (if available)
centerville-ia.org

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	140,819,823	152,000,410	152,000,410	
Tax Levies:			1,231,203	
Regular General	1,140,641	1,140,641	0	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			111,386	
Liability, Property & Self-Insurance Costs	87,468	87,468	5,412	
Support of Local Emer. Mgmt. Commission	5,363	5,363	41,040	
Emergency	38,022	38,022	205,100	
Police & Fire Retirement	208,462	208,462	251,835	
FICA & IPERS	248,147	248,147	447,418	
Other Employee Benefits	422,250	422,250	2,293,394	6.65
Total Tax Levy	2,150,353	2,150,353	15,088,080	
Tax Rate	15.27024	14.14702		

Explanation of significant increases in the budget:

The significant increases in this budget are based upon increases to General Liability Insurance and Employee Health Insurance costs. Additional increases are in line with the current rate of inflation rate as shown by the Midwest CPI-U.

If applicable, the above notice also available online at:

www.centerville-ia.org

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

[Signature]
2/7/2022

[Signature: Mike O'Leary]

2/7/2022

Local Government Property Valuation System
Resolution: 2022-3354 - Approval of Max Levy for FY23 Budget
CITY OF CENTERVILLE - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

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Regular Taxable Valuation	140,819,823	152,000,410	152,000,410	
Tax Levies:				
Regular General	1,140,641	1,140,641	1,231,203	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			111,386	
Liability, Property & Self-Insurance Costs	87,468	87,468	5,412	
Support of Local Emer. Mgmt. Commission	5,363	5,363	41,040	
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[Signature] 2/22/22

[Signature] 2/22/22

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: CENTERVILLE

The City Council will conduct a public hearing on the proposed Budget at: Centerville City Hall - 312 E. Maple St. Centerville Meeting Date: 3/21/2022

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.lowa.gov/local-gov-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property

The estimated tax levy rate per \$1000 valuation on Agricultural land is

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

City Clerk/Finance Officer's NAME

Phone Number (641) 437-4339

	Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources	2,484,468	2,631,110	2,494,151
Taxes Levied on Property	2,484,468	2,631,110	2,494,151
Less: Uncollected Property Taxes-Ley Year	0	0	0
Net Current Property Taxes	2,484,468	2,631,110	2,494,151
Delinquent Property Taxes	0	0	0
TIF Revenues	722,084	1,445,422	1,290,287
Other City Taxes	88,785	87,603	95,822
Licenses & Permits	79,100	94,550	131,889
Use of Money and Property	1,470,582	1,539,174	1,328,873
Intergovernmental	13,885,150	3,454,436	3,342,721
Charges for Fees & Service	15,000	26,303	36,457
Special Assessments	471,883	81,306	374,350
Miscellaneous	2,500	48,000	1,632,023
Other Financing Sources	998,340	126,940	691,488
Transfers In	20,217,892	9,534,844	11,418,061
Total Revenues and Other Sources	3,122,933	3,193,911	2,922,122
Expenditures & Other Financing Uses	3,122,933	3,193,911	2,922,122
Public Safety	1,080,606	1,210,606	1,208,508
Public Works	0	0	0
Health and Social Services	570,200	593,823	411,551
Culture and Recreation	28,250	199,181	131,064
Community and Economic Development	247,474	249,071	313,855
General Government	1,291,986	655,100	657,288
Debt Service	10,000	1,031,596	31,764
Capital Projects	6,351,449	7,133,288	5,676,152
Total Government Activities Expenditures	14,115,821	6,542,202	4,571,327
Business Type / Enterprises	20,467,270	13,675,490	10,247,479
Total All Expenditures	998,340	126,940	691,488
Transfers Out	21,465,610	13,802,430	10,938,967
Total All Expenditures/Transfers Out	-1,247,718	-4,267,586	-479,094
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	6,845,310	11,112,896	10,633,802
Beginning Fund Balance July 1	5,597,592	6,845,310	11,112,896
Ending Fund Balance June 30			

3/7/22

3/7/22

RESOLUTION NO. 2022-3857

RESOLUTION AMENDING RESOLUTION #2021-3794 SETTING SALARIES FOR APPOINTED OFFICERS & EMPLOYEES OF THE CITY OF CENTERVILLE, IOWA FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 & ENDING JUNE 30, 2022

WHEREAS, on the 15th day of November, 2021, the City Council passed Resolution #2021-3794 setting salaries for appointed officers and employees in the City of Centerville, Iowa for the fiscal year commencing July 1, 2021 and ending June 30, 2022; and

WHEREAS, two (2) employees have changed positions or received State of Iowa Certification for their position since the original Resolution; and

WHEREAS, the City Council desires to amend the said Resolution as set forth herein:

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

SECTION 1. The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is hereby authorized to issue warrants or checks, less the legally required or authorized deductions from the amount set out below on bi-weekly installments, and make such contributions to IPERS/MPFSRI and Social Security or other purposes as required by law or authorized by the City Council, all subject to audit and review by the Council:

<u>POSITION</u>	<u>RATE</u>	<u>HOURS PER WEEK</u>
Patrolman, Zack Burns	\$26.07/hour	40
Public Works V, Joe Sivetts	\$29.68/hour	40

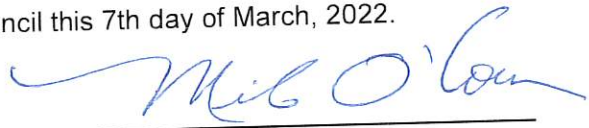
SECTION 2. All resolutions in conflict with the resolution are hereby repealed.

SECTION 3. This resolution shall be effective as of the ILEA certification date of February 14, 2022 for Burns and the promotion date of January 3, 2022 for Sivetts.

PASSED AND APPROVED by the City Council this 7th day of March, 2022.

ATTEST:


Jason Fraser, City Administrator


Mike O'Connor, Mayor

FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of: CENTERVILLE County Name: APPANOOSE COUNTY

Adopted On: 3/21/2022 Resolution: 2022-3859

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	152,000,410	2b	141,881,274	
DEBT SERVICE	3a	152,311,190	3b	142,192,054	
Ag Land	4a	292,581			

City Number: 04-016

Last Official Census: 5,412

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000		5	1,231,203	1,149,238	43	8.10000
Non-Voted Other Permissible Levies							
Contract for use of Bridge	0.67500		6	0	0	44	0.00000
Opr & Maint publicly owned Transit	0.95000		7	0	0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec		8	0	0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500		9	0	0	47	0.00000
Planning a Sanitary Disposal Project	0.06750		10	0	0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000		11	0	0	49	0.00000
Levee Impr. fund in special charter city	0.06750		13	0	0	51	0.00000
Liability, property & self insurance costs	Amt Nec		14	111,386	103,971	52	0.73280
Support of a Local Emerg.Mgmt.Comm.	Amt Nec		462	5,412	5,052	465	0.03561
Voted Other Permissible Levies							
Instrumental/Vocal Music Groups	0.13500		15	0	0	53	0.00000
Memorial Building	0.81000		16	0	0	54	0.00000
Symphony Orchestra	0.13500		17	0	0	55	0.00000
Cultural & Scientific Facilities	0.27000		18	0	0	56	0.00000
County Bridge	As Voted		19	0	0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000		20	0	0	58	0.00000
Aid to a Transit Company	0.03375		21	0	0	59	0.00000
Maintain Institution received by gift/devise	0.20500		22	0	0	60	0.00000
City Emergency Medical District	1.00000		463	0	0	466	0.00000
Support Public Library	0.27000		23	41,040	38,308	61	0.27000
Unified Law Enforcement	1.50000		24	0	0	62	0.00000
Total General Fund Regular Levies (5 thru 24)			25	1,389,041	1,296,569		
Ag Land	3.00375		26	879	879	63	3.00375
Total General Fund Tax Levies (25 + 26)			27	1,389,920	1,297,448		
Special Revenue Levies							
Emergency (if general fund at levy limit)	0.27000		28	41,040	38,308	64	0.27000
Police & Fire Retirement	Amt Nec		29	205,100	191,446		1.34934
FICA & IPERS (if general fund at levy limit)	Amt Nec		30	251,835	235,069		1.65680
Other Employee Benefits	Amt Nec		31	447,418	417,632		2.94353
Total Employee Benefit Levies (29,30,31)			32	904,353	844,147	65	5.94967
Sub Total Special Revenue Levies (28+32)			33	945,393	882,455		
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation				
SSMID 1		0	0	34	0	66	0.00000
SSMID 2		0	0	35	0	67	0.00000
SSMID 3		0	0	36	0	68	0.00000
SSMID 4		0	0	37	0	69	0.00000
SSMID 5		0	0	555	0	565	0.00000
SSMID 6		0	0	556	0	566	0.00000
SSMID 7		0	0	1177	0	1179	0.00000
SSMID 8		0	0	1185	0	1187	0.00000
Total Special Revenue Levies			39	945,393	882,455		
Debt Service Levy 76.10(6)	Amt Nec		40	326,221	304,548	70	2.14181
Capital Projects (Capital Improv. Reserve)	0.67500		41		0	71	0.00000
Total Property Taxes (27+39+40+41)			42	2,661,534	2,484,451	72	17.49989



(Signature)

3/22/22

(Date)

(County Auditor)

(Date)

NOTICE OF PUBLIC HEARING - CITY OF CENTERVILLE - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/21/2022 **Meeting Time:** 06:00 PM **Meeting Location:** Centerville City Hall - 312 E. Maple St., Centerville, IA 52544

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Regular General	1,140,641	1,140,641	1,231,203	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			111,386	
Liability, Property & Self-Insurance Costs	87,468	87,468	5,412	
Support of Local Emer. Mgmt. Commission	5,363	5,363	41,040	
Emergency	38,022	38,022	205,100	
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Tax Rate	15.27024	14.14702		

Explanation of significant increases in the budget:

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**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

FUND BALANCE
City Name: CENTERVILLE
Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2021									
Beginning Fund Balance July 1	1 829,398	2,550,335	0	322,708	13,013	192,484	3,907,938	6,725,864	10,633,802
Actual Revenues Except Beg Balance	2 3,043,384	2,627,885	0	498,582	48,751	4,065	6,222,667	5,195,394	11,418,061
Actual Expenditures Except End Balance	3 3,057,623	2,583,396	0	657,288	61,764	0	6,360,071	4,578,896	10,938,967
Ending Fund Balance June 30	4 815,159	2,594,824	0	164,002	0	196,549	3,770,534	7,342,362	11,112,896
Re-Estimated FY 2022									
Beginning Fund Balance	5 815,159	2,594,824	0	164,002	0	196,549	3,770,534	7,342,362	11,112,896
Re-Est Revenues	6 3,503,870	2,737,694	0	491,098	20,500	4,000	6,757,162	2,777,682	9,534,844
Re-Est Expenditures	7 3,183,418	3,290,270	0	655,100	20,500	0	7,149,288	6,653,142	13,802,430
Ending Fund Balance	8 1,135,611	2,042,248	0	0	0	200,549	3,378,408	3,466,902	6,845,310
Budget FY 2023									
Beginning Fund Balance	9 1,135,611	2,042,248	0	0	0	200,549	3,378,408	3,466,902	6,845,310
Revenues	10 3,239,422	2,296,116	0	1,316,986	3,500	3,500	6,859,524	13,358,350	20,217,874
Expenditures	11 3,258,588	2,154,678	0	1,291,986	10,000	638	6,715,890	14,749,720	21,465,610
Ending Fund Balance	12 1,116,445	2,183,686	0	25,000	-6,500	203,411	3,522,042	2,075,532	5,597,574

LOCAL EMC SUPPORT

City Name: CENTERVILLE

Fiscal Year July 1, 2022 - June 30, 2023

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	5,412	5,052
Support of a Local Emerg. Mgmt. Comm.	5,412	5,052
TOTAL FOR FY 2023	10,824	10,104

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: CENTERVILLE

Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY									
Police Department/Crime Prevention	1 1,061,399	436,390						1,497,789	1,538,396
Jail	2							0	0
Emergency Management	3 325,000							325,000	4,422
Flood Control	4							0	0
Fire Department	5 354,016	202,818						556,834	578,263
Ambulance	6 594,355	187,366						781,721	757,904
Building Inspections	7 28,987	3,580						32,567	31,054
Miscellaneous Protective Services	8							0	0
Animal Control	9							0	12,083
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 2,363,757	830,154				0		3,193,911	2,922,122
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12	1,068,323						1,068,323	1,032,736
Parking - Meter and Off-Street	13							0	0
Street Lighting	14							0	145,355
Traffic Control and Safety	15	142,283						142,283	0
Snow Removal	16							0	22,081
Highway Engineering	17							0	6,937
Street Cleaning	18							0	0
Airport (if not Enterprise)	19							0	0
Garbage (if not Enterprise)	20							0	1,399
Other Public Works	21							0	0
TOTAL (lines 12 - 21)	22 0	1,210,606				0		1,210,606	1,208,508
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29							0	0
TOTAL (lines 23 - 29)	30 0	0				0		0	0
CULTURE & RECREATION									
Library Services	31 242,961	42,091						285,052	261,649
Museum, Band and Theater	32							0	0
Parks	33 102,873	150						103,023	68,817
Recreation	34							0	0
Cemetery	35 90,862							90,862	57,122
Community Center, Zoo, & Marina	36							0	0
Other Culture and Recreation	37 47,670	67,216						114,886	23,963
TOTAL (lines 31 - 37)	38 484,366	109,457				0		593,823	411,551

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: CENTERVILLE

Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT									
Community Beautification	39							0	0
Economic Development	40	140,000						140,000	101,651
Housing and Urban Renewal	41							0	0
Planning & Zoning	42							0	0
Other Com & Econ Development	43	20,000	39,181					59,181	29,413
TIF Rebates	44							0	0
TOTAL (lines 39 - 44)	45	160,000	39,181	0		0		199,181	131,064
GENERAL GOVERNMENT									
Mayor, Council, & City Manager	46	15,000	1,200					16,200	16,247
Clerk, Treasurer, & Finance Adm.	47	26,905	8,576					35,481	63,675
Elections	48							0	0
Legal Services & City Attorney	49	22,000						22,000	59,144
City Hall & General Buildings	50	111,390	64,000					175,390	75,209
Tort Liability	51							0	0
Other General Government	52							0	99,580
TOTAL (lines 46 - 52)	53	175,295	73,776	0		0		249,071	313,855
DEBT SERVICE									
Gov Capital Projects	54			655,100				655,100	657,288
TIF Capital Projects	55		1,011,096		20,500			1,031,596	31,764
TOTAL CAPITAL PROJECTS	56							0	0
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	57	0	1,011,096	0	20,500	0		1,031,596	31,764
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
Water Utility	59							878,333	1,489,126
Sewer Utility	60							5,000,000	632,834
Electric Utility	61							0	0
Gas Utility	62							0	0
Airport	63							623,869	160,375
Landfill/Garbage	64							0	0
Transit	65							0	0
Cable TV, Internet & Telephone	66							0	0
Housing Authority	67							0	0
Storm Water Utility	68							0	0
Other Business Type (city hosp., ISF, parking, etc.)	69							40,000	29,484
Enterprise DEBT SERVICE	70							0	0
Enterprise CAPITAL PROJECTS	71							0	0
Enterprise TIF CAPITAL PROJECTS	72							0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73							6,542,202	4,571,327
TOTAL ALL EXPENDITURES (lines 58+73)	74	3,183,418	3,274,270	0	20,500	0		13,675,490	10,247,479
Regular Transfers Out	75		16,000					110,940	691,488
Internal TIF Loan Transfers Out	76							0	0
Total ALL Transfers Out	77	0	16,000	0	0	0		110,940	691,488
Total Expenditures and Other Fin Uses (lines 74+77)	78	3,183,418	3,290,270	0	20,500	0		13,802,430	10,938,967
Ending Fund Balance June 30	79	1,135,611	2,042,248	0	0	200,549		6,845,310	11,112,896

RE-ESTIMATED REVENUES DETAIL
City Name: CENTERVILLE
Fiscal Year July 1, 2021 - June 30, 2022

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
Taxes Levied on Property	1 1,410,123	883,590		337,397				2,631,110	2,494,151
Less: Uncollected Property Taxes - Levy Year	2							0	0
Net Current Property Taxes (line 1 minus line 2)	3 1,410,123	883,590		337,397	0			2,631,110	2,494,151
Delinquent Property Taxes	4							0	0
TIF Revenues	5							0	0
Other City Taxes:									
Utility Tax Replacement Excise Taxes	6 413,746							413,746	0
Utility franchise tax (Iowa Code Chapter 364.2)	7							0	391,385
Parimutuel wager tax	8							0	0
Gaming wager tax	9							0	0
Mobile Home Taxes	10							0	0
Hotel/Motel Taxes	11 110,302							110,302	100,504
Other Local Option Taxes	12 921,374							921,374	798,398
Subtotal - Other City Taxes (lines 6 thru 12)	13 413,746	1,031,676		0	0			1,445,422	1,290,287
Licenses & Permits	14 87,603							87,603	95,822
Use of Money & Property	15 90,000			550		4,000		94,550	131,889
Intergovernmental:									
Federal Grants & Reimbursements	16 411,776			15,908				427,684	276,267
Road Use Taxes	17	800,000						800,000	854,421
Other State Grants & Reimbursements	18 160,608	3,928			500			165,036	73,455
Local Grants & Reimbursements	19 127,954	18,500						146,454	124,730
Subtotal - Intergovernmental (lines 16 thru 19)	20 700,338	822,428	0	15,908	500		0	1,539,174	1,328,873
Charges for Fees & Service:									
Water Utility	21								
Sewer Utility	22						1,283,248	1,283,248	1,220,609
Electric Utility	23						1,166,736	1,166,736	1,270,427
Gas Utility	24							0	0
Parking	25							0	0
Airport	26						255,846	255,846	82,244
Landfill/Garbage	27							0	0
Hospital	28							0	0
Transit	29							0	0
Cable TV, Internet & Telephone	30							0	0
Housing Authority	31							0	0
Storm Water Utility	32						71,852	71,852	85,526
Other Fees & Charges for Service	33 676,754							676,754	683,915
Subtotal - Charges for Service (lines 21 thru 33)	34 676,754	0		0	0	0	2,777,682	3,454,436	3,342,721
Special Assessments	35			26,303				26,303	36,457
Miscellaneous	36 77,306				4,000			81,306	374,350
Other Financing Sources:									
Regular Operating Transfers In	37			110,940	16,000			126,940	691,488
Internal TIF Loan Transfers In	38							0	0
Subtotal ALL Operating Transfers In	39 0	0	0	110,940	16,000	0	0	126,940	691,488
Proceeds of Debt (Excluding TIF Internal Borrowing)	40							0	1,628,845
Proceeds of Capital Asset Sales	41 48,000							48,000	3,178
Subtotal-Other Financing Sources (lines 36 thru 38)	42 48,000	0	0	110,940	16,000	0	0	174,940	2,323,511
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43 3,503,870	2,737,694	0	491,098	20,500	4,000	2,777,682	9,534,844	11,418,061
Beginning Fund Balance July 1	44 815,159	2,594,824	0	164,002	0	196,549	7,342,362	11,112,896	10,633,802
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45 4,319,029	5,332,518	0	655,100	20,500	200,549	10,120,044	20,647,740	22,051,863

EXPENDITURES SCHEDULE PAGE 1

City Name: CENTERVILLE

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY										
Police Department/Crime Prevention	1 1,123,043	452,865						1,575,908	1,497,789	1,538,396
Jail	2	62,301						62,301	0	0
Emergency Management	3 5,412							5,412	325,000	4,422
Flood Control	4								0	0
Fire Department	5 509,379	133,226						642,605	556,834	578,263
Ambulance	6 590,340	199,640						789,980	781,721	757,904
Building Inspections	7 32,787	3,377						36,164	32,567	31,054
Miscellaneous Protective Services	8							0	0	0
Animal Control	9 10,563							10,563	0	12,083
Other Public Safety	10								0	0
TOTAL (lines 1 - 10)	11 2,271,524	851,409				0		3,122,933	3,193,911	2,922,122
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	913,531						913,531	1,068,323	1,032,736
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14							0	0	145,355
Traffic Control and Safety	15	143,000						143,000	142,283	0
Snow Removal	16							0	0	22,081
Highway Engineering	17							0	0	6,937
Street Cleaning	18							0	0	0
Airport	19 22,575							22,575	0	0
Garbage (if not Enterprise)	20							0	0	1,399
Other Public Works	21 1,500							1,500	0	0
TOTAL (lines 12 - 21)	22 24,075	1,056,531				0		1,080,606	1,210,606	1,208,508
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	0
TOTAL (lines 23 - 29)	30 0	0				0		0	0	0
CULTURE & RECREATION										
Library Services	31 259,686	44,088						303,774	285,052	261,649
Museum, Band and Theater	32							0	0	0
Parks	33 85,753							85,753	103,023	68,817
Recreation	34							0	0	0
Cemetery	35 60,578					638		61,216	90,862	57,122
Community Center, Zoo, & Marina	36							0	0	0
Other Culture and Recreation	37 119,457							119,457	114,886	23,963
TOTAL (lines 31 - 37)	38 525,474	44,088				638		570,200	593,823	411,551

EXPENDITURES SCHEDULE PAGE 2

City Name: CENTERVILLE

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39							0	0	0
Economic Development	40							0	140,000	101,651
Housing and Urban Renewal	41							0	0	0
Planning & Zoning	42							0	0	0
Other Com & Econ Development	43	28,250						28,250	59,181	29,413
TIF Rebates	44							0	0	0
TOTAL (lines 39 - 44)	45	28,250	0	0		0		28,250	199,181	131,064
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	15,000						15,000	16,200	16,247
Clerk, Treasurer, & Finance Adm.	47	27,250						27,250	35,481	63,675
Elections	48							0	0	0
Legal Services & City Attorney	49	65,000						65,000	22,000	59,144
City Hall & General Buildings	50	140,224						140,224	175,390	75,209
Tort Liability	51							0	0	0
Other General Government	52							0	0	99,580
TOTAL (lines 46 - 52)	53	247,474	0	0		0		247,474	249,071	313,855
DEBT SERVICE										
Gov Capital Projects	54			1,291,986				1,291,986	655,100	657,288
TIF Capital Projects	55				10,000			10,000	1,031,596	31,764
TOTAL CAPITAL PROJECTS	56							0	0	0
TOTAL (lines 53 + 56)	57	0	0	0	10,000	0		10,000	1,031,596	31,764
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	3,096,797	1,952,028	0	1,291,986	638		6,351,449	7,133,288	5,676,152
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							1,313,308	878,333	1,489,126
Sewer Utility	60							12,068,215	5,000,000	632,834
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							714,298	623,869	160,375
Landfill/Garbage	64							0	0	0
Transit	65							0	0	0
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							20,000	40,000	29,484
Other Business Type (city hosp., ISF, parking, etc.)	69							0	0	0
Enterprise DEBT SERVICE	70							0	0	1,415,966
Enterprise CAPITAL PROJECTS	71							0	0	843,542
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							14,115,821	6,542,202	4,571,327
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	3,096,797	1,952,028	0	1,291,986	638		14,115,821	13,675,490	10,247,479
Regular Transfers Out	75	161,791	202,650					633,899	998,340	691,488
Internal TIF Loan / Repayment Transfers Out	76							0	0	0
Total ALL Transfers Out	77	161,791	202,650	0	0	0		633,899	998,340	691,488
Total Expenditures & Fund Transfers Out (lines 74+77)	78	3,258,588	2,154,678	0	1,291,986	638		14,749,720	13,802,430	10,938,967
Ending Fund Balance June 30	79	1,116,445	2,183,686	0	25,000	203,411		2,075,532	5,597,574	11,112,896

REVENUES DETAIL
City Name: CENTERVILLE
Fiscal Year July 1, 2022 - June 30, 2023

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
Taxes Levied on Property	1 1,297,448	882,455		304,548		0		2,484,451	2,631,110	2,494,151
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 1,297,448	882,455		304,548		0		2,484,451	2,631,110	2,494,151
Delinquent Property Taxes	4							0	0	0
TIF Revenues	5							0	0	0
Other City Taxes:								0	0	0
Utility Tax Replacement Excise Taxes	6 92,472	62,938		21,673		0		177,083	413,746	0
Utility franchise tax (Iowa Code Chapter 364.2)	7 400,000							400,000	0	391,385
Parish/meal wage tax	8							0	0	0
Gaming wager tax	9							0	0	0
Mobile Home Taxes	10							0	0	0
Hotel/Motel Taxes	11	100,000						0	0	0
Other Local Option Taxes	12	45,000						100,000	110,302	100,504
Subtotal - Other City Taxes (lines 6 thru 12)	13 492,472	207,938		21,673		0		45,000	921,374	798,398
Licenses & Permits	14 88,785							722,083	1,445,422	1,290,287
Use of Money & Property	15 79,100							88,785	87,603	95,822
Intergovernmental:								79,100	94,550	131,889
Federal Grants & Reimbursements	16 405,716							405,716	427,684	276,267
Road Use Taxes	17	830,500						830,500	800,000	854,421
Other State Grants & Reimbursements	18 7,870							7,870	165,036	73,455
Local Grants & Reimbursements	19 226,496							226,496	146,454	124,730
Subtotal - Intergovernmental (lines 16 thru 19)	20 640,082	830,500	0	0		0		1,470,582	1,539,174	1,328,873
Charges for Fees & Service:										
Water Utility	21							1,431,600	1,283,248	1,220,609
Sewer Utility	22							11,144,500	1,166,736	1,270,427
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25							0	0	0
Airport	26							0	0	0
Landfill/Garbage	27							647,950	255,846	82,244
Hospital	28							0	0	0
Transit	29							0	0	0
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32							0	0	0
Other Fees & Charges for Service	33 580,000							81,100	71,852	85,526
Subtotal - Charges for Service (lines 21 thru 33)	34 580,000	0		0		0		580,000	676,754	683,915
Special Assessments	35			15,000				13,305,150	3,454,436	3,342,721
Miscellaneous	36 59,035	375,223				3,500		15,000	26,303	36,457
Other Financing Sources:								30,625	81,306	374,350
Regular Operating Transfers In	37							22,575	998,340	691,488
Internal TIF Loan Transfers In	38			975,765				0	0	0
Subtotal ALL Operating Transfers In	39 0	0		975,765		0		998,340	126,940	691,488
Proceeds of Debt (Excluding TIF Internal Borrowing)	40							0	0	1,628,845
Proceeds of Capital Asset Sales	41 2,500							2,500	48,000	3,178
Subtotal-Other Financing Sources (lines 38 thru 40)	42 2,500	0		975,765		0		22,575	174,940	2,323,511
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 3,239,422	2,296,116	0	1,316,986	3,500	3,500	13,358,350	20,217,874	9,534,844	11,418,061
Beginning Fund Balance July 1	44 1,135,611	2,042,248	0	0	0	200,549	3,466,902	6,845,310	11,112,896	10,633,802
TOTAL REVENUES & BEGIN BALANCE (lines 42-43)	45 4,375,033	4,338,364	0	1,316,986	3,500	204,049	16,825,252	27,063,184	20,647,740	22,051,863

ADOPTED BUDGET SUMMARY

City Name: CENTERVILLE

Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
Revenues & Other Financing Sources										
Taxes Levied on Property	1 1,297,448	882,455		304,548	0			2,484,451	2,631,110	2,494,151
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 1,297,448	882,455		304,548	0			2,484,451	2,631,110	2,494,151
Delinquent Property Taxes	4 0	0		0	0			0	0	0
TIF Revenues	5							0	0	0
Other City Taxes	6 492,472	207,938		21,673	0			722,083	1,445,422	1,290,287
Licenses & Permits	7 88,785	0						88,785	87,603	95,822
Use of Money and Property	8 79,100	0		0	0			79,100	94,550	131,889
Intergovernmental	9 640,082	830,500		0	0			1,470,582	1,539,174	1,328,873
Charges for Fees & Service	10 580,000	0		0	0			13,305,150	13,885,150	3,342,721
Special Assessments	11 0	0		15,000	0			15,000	26,303	36,457
Miscellaneous	12 59,035	375,223		0	3,500			30,625	81,306	374,350
Sub-Total Revenues	13 3,236,922	2,296,116		341,221	3,500			13,335,775	9,359,904	9,094,550
Other Financing Sources:										
Total Transfers In	14 0	0		0	0			22,575	126,940	691,488
Proceeds of Debt	15 0	0		0	0			0	0	1,628,845
Proceeds of Capital Asset Sales	16 2,500	0		0	0			2,500	48,000	3,178
Total Revenues and Other Sources	17 3,239,422	2,296,116		1,316,986	3,500			13,358,350	9,534,844	11,418,061
Expenditures & Other Financing Uses										
Public Safety	18 2,271,524	851,409		0				3,122,933	3,193,911	2,922,122
Public Works	19 24,075	1,056,531		0				1,080,606	1,210,606	1,208,508
Health and Social Services	20 0	0		0				0	0	0
Culture and Recreation	21 525,474	44,088		0	638			570,200	593,823	411,551
Community and Economic Development	22 28,250	0		0	0			28,250	199,181	131,064
General Government	23 247,474	0		0	0			247,474	249,071	313,855
Debt Service	24 0	0		1,291,986	0			1,291,986	655,100	657,288
Capital Projects	25 0	0		0	10,000			10,000	1,031,596	31,764
Total Government Activities Expenditures	26 3,096,797	1,952,028		1,291,986	10,000			6,351,449	7,133,288	5,676,152
Business Type Proprietary: Enterprise & ISF	27									
Total Gov & Bus Type Expenditures	28 3,096,797	1,952,028		1,291,986	10,000			14,115,821	6,542,202	4,571,327
Total Transfers Out	29 161,791	202,650		0	0			14,115,821	13,675,490	10,247,479
Total ALL Expenditures/Fund Transfers Out	30 3,258,588	2,154,678		1,291,986	10,000			998,340	126,940	691,488
Excess Revenues & Other Sources Over	31							14,749,720	13,802,430	10,938,967
(Under) Expenditures/Transfers Out	32 -19,166	141,438		25,000	-6,500			-1,391,370	-4,267,586	479,094
Beginning Fund Balance July 1	33 1,135,611	2,042,248		0	0			3,466,902	11,112,896	10,633,802
Ending Fund Balance June 30	34 1,116,445	2,183,686		25,000	-6,500			2,075,532	6,845,310	11,112,896

LONG TERM DEBT SCHEDULE - LT DEBT
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
General Obligation Capital Loan - State and 10th	1 4,165,000	GO	3301	455,000	49,937	504,937	500		179,216	326,221
Pool GO Bond	2 2,370,000	GO	3444	105,000	47,150	152,150	500		152,650	0
Water Project - USDA	3 1,304,000	NON-GO	WW2018-0015	41,472		41,472	20,346		61,818	0
Sewer Revenue Bond - WW Plant	4 9,889,000	NON-GO	3851	222,000	349,581	571,581	500		572,081	0
	5	-				0				0
	6	-				0				0
	7	-				0				0
	8	-				0				0
	9	-				0				0
	10	-				0				0
	11	-				0				0
	12	-				0				0
	13	-				0				0
	14	-				0				0
	15	-				0				0
	16	-				0				0
	17	-				0				0
	18	-				0				0
	19	-				0				0
	20	-				0				0
	21	-				0				0
	22	-				0				0
	23	-				0				0
	24	-				0				0
	25	-				0				0
	26	-				0				0
	27	-				0				0
	28	-				0				0
	29	-				0				0
	30	-				0				0
TOTALS				823,472	446,668	1,270,140	21,846	0	965,765	326,221

LONG TERM DEBT SCHEDULE - LT DEBT2
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				823,472	446,668	1,270,140	21,846	0	965,765	326,221

LONG TERM DEBT SCHEDULE - LT DEBT3
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS			823,472	446,668	1,270,140	21,846	0	965,765	326,221	0

LONG TERM DEBT SCHEDULE - LT DEBT4
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
91	-	-	-	-	-	0	-	-	-	0
92	-	-	-	-	-	0	-	-	-	0
93	-	-	-	-	-	0	-	-	-	0
94	-	-	-	-	-	0	-	-	-	0
95	-	-	-	-	-	0	-	-	-	0
96	-	-	-	-	-	0	-	-	-	0
97	-	-	-	-	-	0	-	-	-	0
98	-	-	-	-	-	0	-	-	-	0
99	-	-	-	-	-	0	-	-	-	0
100	-	-	-	-	-	0	-	-	-	0
101	-	-	-	-	-	0	-	-	-	0
102	-	-	-	-	-	0	-	-	-	0
103	-	-	-	-	-	0	-	-	-	0
104	-	-	-	-	-	0	-	-	-	0
105	-	-	-	-	-	0	-	-	-	0
106	-	-	-	-	-	0	-	-	-	0
107	-	-	-	-	-	0	-	-	-	0
108	-	-	-	-	-	0	-	-	-	0
109	-	-	-	-	-	0	-	-	-	0
110	-	-	-	-	-	0	-	-	-	0
111	-	-	-	-	-	0	-	-	-	0
112	-	-	-	-	-	0	-	-	-	0
113	-	-	-	-	-	0	-	-	-	0
114	-	-	-	-	-	0	-	-	-	0
115	-	-	-	-	-	0	-	-	-	0
116	-	-	-	-	-	0	-	-	-	0
117	-	-	-	-	-	0	-	-	-	0
118	-	-	-	-	-	0	-	-	-	0
119	-	-	-	-	-	0	-	-	-	0
120	-	-	-	-	-	0	-	-	-	0
TOTALS				823,472	446,668	1,270,140	21,846	0	965,765	336,221

LONG TERM DEBT SCHEDULE - LT DEBTS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
121	-	-	-	-	-	0	-	-	-	0
122	-	-	-	-	-	0	-	-	-	0
123	-	-	-	-	-	0	-	-	-	0
124	-	-	-	-	-	0	-	-	-	0
125	-	-	-	-	-	0	-	-	-	0
126	-	-	-	-	-	0	-	-	-	0
127	-	-	-	-	-	0	-	-	-	0
128	-	-	-	-	-	0	-	-	-	0
129	-	-	-	-	-	0	-	-	-	0
130	-	-	-	-	-	0	-	-	-	0
131	-	-	-	-	-	0	-	-	-	0
132	-	-	-	-	-	0	-	-	-	0
133	-	-	-	-	-	0	-	-	-	0
134	-	-	-	-	-	0	-	-	-	0
135	-	-	-	-	-	0	-	-	-	0
136	-	-	-	-	-	0	-	-	-	0
137	-	-	-	-	-	0	-	-	-	0
138	-	-	-	-	-	0	-	-	-	0
139	-	-	-	-	-	0	-	-	-	0
140	-	-	-	-	-	0	-	-	-	0
141	-	-	-	-	-	0	-	-	-	0
142	-	-	-	-	-	0	-	-	-	0
143	-	-	-	-	-	0	-	-	-	0
144	-	-	-	-	-	0	-	-	-	0
145	-	-	-	-	-	0	-	-	-	0
146	-	-	-	-	-	0	-	-	-	0
147	-	-	-	-	-	0	-	-	-	0
148	-	-	-	-	-	0	-	-	-	0
149	-	-	-	-	-	0	-	-	-	0
150	-	-	-	-	-	0	-	-	-	0
TOTALS				823,472	446,668	1,270,140	21,846	0	965,765	326,221

LONG TERM DEBT SCHEDULE - LT DEBT6

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refunding or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
151	-	-	-	-	-	0	-	-	-	0
152	-	-	-	-	-	0	-	-	-	0
153	-	-	-	-	-	0	-	-	-	0
154	-	-	-	-	-	0	-	-	-	0
155	-	-	-	-	-	0	-	-	-	0
156	-	-	-	-	-	0	-	-	-	0
157	-	-	-	-	-	0	-	-	-	0
158	-	-	-	-	-	0	-	-	-	0
159	-	-	-	-	-	0	-	-	-	0
160	-	-	-	-	-	0	-	-	-	0
161	-	-	-	-	-	0	-	-	-	0
162	-	-	-	-	-	0	-	-	-	0
163	-	-	-	-	-	0	-	-	-	0
164	-	-	-	-	-	0	-	-	-	0
165	-	-	-	-	-	0	-	-	-	0
166	-	-	-	-	-	0	-	-	-	0
167	-	-	-	-	-	0	-	-	-	0
168	-	-	-	-	-	0	-	-	-	0
169	-	-	-	-	-	0	-	-	-	0
170	-	-	-	-	-	0	-	-	-	0
171	-	-	-	-	-	0	-	-	-	0
172	-	-	-	-	-	0	-	-	-	0
173	-	-	-	-	-	0	-	-	-	0
174	-	-	-	-	-	0	-	-	-	0
175	-	-	-	-	-	0	-	-	-	0
176	-	-	-	-	-	0	-	-	-	0
177	-	-	-	-	-	0	-	-	-	0
178	-	-	-	-	-	0	-	-	-	0
179	-	-	-	-	-	0	-	-	-	0
180	-	-	-	-	-	0	-	-	-	0
TOTALS				823,472	446,668	1,270,140	21,846	0	965,765	326,221

LONG TERM DEBT SCHEDULE - LT DEBT7
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt-Service Levy
181	-	-	-	-	-	0	-	-	-	0
182	-	-	-	-	-	0	-	-	-	0
183	-	-	-	-	-	0	-	-	-	0
184	-	-	-	-	-	0	-	-	-	0
185	-	-	-	-	-	0	-	-	-	0
186	-	-	-	-	-	0	-	-	-	0
187	-	-	-	-	-	0	-	-	-	0
188	-	-	-	-	-	0	-	-	-	0
189	-	-	-	-	-	0	-	-	-	0
190	-	-	-	-	-	0	-	-	-	0
191	-	-	-	-	-	0	-	-	-	0
192	-	-	-	-	-	0	-	-	-	0
193	-	-	-	-	-	0	-	-	-	0
194	-	-	-	-	-	0	-	-	-	0
195	-	-	-	-	-	0	-	-	-	0
196	-	-	-	-	-	0	-	-	-	0
197	-	-	-	-	-	0	-	-	-	0
198	-	-	-	-	-	0	-	-	-	0
199	-	-	-	-	-	0	-	-	-	0
200	-	-	-	-	-	0	-	-	-	0
201	-	-	-	-	-	0	-	-	-	0
202	-	-	-	-	-	0	-	-	-	0
203	-	-	-	-	-	0	-	-	-	0
204	-	-	-	-	-	0	-	-	-	0
205	-	-	-	-	-	0	-	-	-	0
206	-	-	-	-	-	0	-	-	-	0
207	-	-	-	-	-	0	-	-	-	0
208	-	-	-	-	-	0	-	-	-	0
209	-	-	-	-	-	0	-	-	-	0
210	-	-	-	-	-	0	-	-	-	0
TOTALS				823,472	446,668	1,270,140	21,846	0	965,765	326,221

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2023	Interest Due FY 2023	Total Obligation Due FY 2023	Bond Reg./ Paying Agent Fees Due FY 2023	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	560,000	97,087	657,087	1,000	0	331,866	326,221
NON GO - TOTAL	263,472	349,581	613,053	20,846	0	633,899	0
GRAND - TOTAL	823,472	446,668	1,270,140	21,846	0	965,765	326,221

Local Government Property Valuation System

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: CENTERVILLE

The City Council will conduct a public hearing on the proposed Budget at: Centerville City Hall - 312 E. Maple St, Centerville Meeting Date: 3/21/2022
Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property

The estimated tax levy rate per \$1000 valuation on Agricultural land is

17.49989

3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(641) 437-4339

City Clerk/Finance Officer's NAME
Jason Fraser

Revenues & Other Financing Sources		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Taxes Levied on Property				
Less: Uncollected Property Taxes-Levy Year	1	2,484,451	2,631,110	2,494,151
Net Current Property Taxes	2	0	0	0
Delinquent Property Taxes	3	2,484,451	2,631,110	2,494,151
TIF Revenues	4	0	0	0
Other City Taxes	5	0	0	0
Licenses & Permits	6	722,083	1,445,422	1,290,287
Use of Money and Property	7	88,785	87,603	95,822
Intergovernmental	8	79,100	94,550	131,889
Charges for Fees & Service	9	1,470,582	1,539,174	1,328,873
Special Assessments	10	13,885,150	3,454,436	3,342,721
Miscellaneous	11	15,000	26,303	36,457
Other Financing Sources	12	471,883	81,306	374,350
Transfers In	13	2,500	48,000	1,632,023
Total Revenues and Other Sources	14	998,340	126,940	691,488
Expenditures & Other Financing Uses	15	20,217,874	9,534,844	11,418,061
Public Safety				
Public Works	16	3,122,933	3,193,911	2,922,122
Health and Social Services	17	1,080,606	1,210,606	1,208,508
Culture and Recreation	18	0	0	0
Community and Economic Development	19	570,200	593,823	411,551
General Government	20	28,250	199,181	131,064
Debt Service	21	247,474	249,071	313,855
Capital Projects	22	1,291,986	655,100	657,288
Total Government Activities Expenditures	23	10,000	1,031,596	31,764
Business Type / Enterprises	24	6,351,449	7,133,288	5,676,152
Total ALL Expenditures	25	14,115,821	6,542,202	4,571,327
Transfers Out	26	20,467,270	13,675,490	10,247,479
Total ALL Expenditures/Transfers Out	27	998,340	126,940	691,488
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	28	21,465,610	13,802,430	10,938,967
Beginning Fund Balance July 1	29	-1,247,736	-4,267,586	479,094
Ending Fund Balance June 30	30	6,845,310	11,112,896	10,633,802
	31	5,597,574	6,845,310	11,112,896

Res. # 2022-386D

APPLICATION FOR TAX ABATEMENT

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax abatement established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, *Code of Iowa*, and does hereby submit the following information relating thereto:

Name of Owner: The Slow Grind Properties, I, L.L.C.

Address of Owner: 715 E Maple St

Location of Improvement Legal

Description of Property: 2 lots on NE corner of E Maple and N 18th St

Residential, Commercial, or Industrial Use: Commercial

Nature of Improvement: Tearing down old fill station and restaurant to
replace with brand new Scooter's coffee kiosk

Present Assessed Value: 51,570

Estimated Cost of Improvement (must increase assessed value more than 10% to Qualify): 1,000,000

Estimated Date of Completion of Improvement: 07/01/2022

La Sauro
Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on April 4, 2022

Jason Fraser
Jason Fraser, City Administrator/Zoning Administrator

Res. # 2022-3861
APPLICATION FOR TAX ABATEMENT

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax abatement established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, *Code of Iowa*, and does hereby submit the following information relating thereto:

Name of Owner: Sonia Smith

Address of Owner: 11020 S Main St Centerville

Location of Improvement 11020 S Main St Centerville

Legal Description of Property: Lankfords 1st lot 6 Exc
S 114' Thereof

Residential, Commercial, or Industrial Use: Residential

Nature of Improvement: Renovation of property

Present Assessed Value: 84,280

Estimated Cost of Improvement (must increase assessed value more than 10% to Qualify): \$125,000

Estimated Date of Completion of Improvement: 6-18-21

Sonia Smith

Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on April 18, 2022.

[Signature]
City Administrator

Res. 2022-3862 3862

APPLICATION FOR TAX EXEMPTION

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax exemption established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, *Code of Iowa*, and does hereby submit the following information relating thereto:

Name of Owner: Blake Upton

Address of Owner: 620 North 4th Street

Location of Improvement 620 North 4th Street

Legal Description of Property: _____

Residential, Commercial, or Industrial Use: Residential

Nature of Improvement: New home

Present Assessed Value: \$181,600

Estimated Cost of Improvement (must increase assessed value more than 10% to Qualify): \$204,000

Estimated Date of Completion of Improvement: April 15, 2022 (Approx.)

Blake Upton

Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on May 2nd, 2022.

Mick O'Leary

George Johnson

George Johnson, Building/Zoning Official
Jamal Francis

RESOLUTION NO. 2022-3863

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2022**

WHEREAS, the City Council approved transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follow:

CASH TRANSFER:

Transferred from: L.O.S.T.-Pool – 122-910-6910

Transferred to: Debt Service – 200-910-4830


Amount: \$ 124,575.00

SECTION 1. Explanation of Activity: Loan paid out of Debt Service for Series 2016 GO Urban Renewal Capital Loan (Pool) Note \$2,370,000.00. Transfer monies from the L.O.S.T.-Pool fund in the amount of \$124,575.00 to Debt Service for payment of principal, interest and fees for said capital loan note.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

SECTION 3. This resolution shall be effective on June 7, 2022.

PASSED AND APPROVED by the City Council this 6th day of June, 2022.



Mike O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

Res 2022-3864

APPLICATION FOR TAX ABATEMENT

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax abatement established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, *Code of Iowa*, and does hereby submit the following information relating thereto:

Name of Owner: The Continental Hotel, LLC

Address of Owner: 217 N. 13th Street

Location of Improvement Legal 212 E. State Street

Description of Property: multi-residential brick building,
contributing property to Historic Courthouse Square distric

Residential, Commercial, or Industrial Use: multi-residential

Nature of Improvement: new roof, retuckpointing entire exterior,
new windows on entire front (North) side

Present Assessed Value: \$206,620 (building value)

Estimated Cost of Improvement (must increase assessed value more than 10% to Qualify): \$274,649.25

Estimated Date of Completion of Improvement: 9/2022


Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on 6/6/2022


Jason Fraser, City Administrator/Zoning Administrator

RESOLUTION NO. 2022-3865

**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 S. 15th St., Centerville, Appanoose County, Iowa, 52544, (Appanoose County Assessor Parcel No. 340011026150000) legally described as follows:

NORTH 30 FEET OF LOT 10 IN SUNNYSIDE ADDITION TO CENTERVILLE,
IOWA, EXCEPT THE COAL;

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 June 20, 2022 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 6th day of June, 2022.



Michael G. O'Connor, Mayor

Attest:



Jason Fraser, City Administrator

RESOLUTION #2022-3869

A RESOLUTION SETTING SALARIES FOR APPOINTED OFFICERS & EMPLOYEES FOR THE CITY OF CENTERVILLE, IOWA FOR FISCAL YEAR COMMENCING JULY 1, 2022 & ENDING JUNE 30, 2023

SECTION 1. The following person and positions named shall be paid the salaries or wages indicated and the City Clerk is hereby authorized to issue warrants or checks, less the required or authorized deductions from the amount set out below in bi-weekly installments, and make such contributions to IPERS, FICA, MFPRSI, or other purposes as required by law or authorized by the Council, all subject to audit by the Council.

POSITION	HIRE DATE	NAME	RATE	REGULAR HOURS PER WORK WEEK
Mayor	1/1/18	Mike O'Connor	10,000.00	As Required
Administrator	1/12/17	Jason Fraser	109,000.00	As Required
City Clerk	3/28/22	Sonia Smith	30.00/hr	40
Bookkeeper	2/28/05	Joyce Davis	25.37/hr	32.5
Customer Service	11/15/12	Deb Somson	22.56/hr	40
Billing Clerk	10/13/14	Marsha Wells	19.89/hr	40
Building Official	3/7/22	Justin Doll	19.00/hr	20
City Council Members - Paid Quarterly		As Elected	1,000.00	Bi-Monthly Mtgs
Fire Chief	10/21/99	Mike Bogle	75,741.12	As Required
Fire Captain	10/13/96	Vern Milburn	64,850.00	As Required
Fire Captain	11/1/12	Ryan Moore	64,850.00	As Required
Volunteer Asst. Chiefs		Various	17.00/call	As Required
Volunteer Certified Firemen		Various	15.00/call	As Required
Volunteer Non-Certified Firemen		Various	12.00/call	As Required
Volunteer Fireman - Working Shift		Various	15.00/hr	As Required
Lead Paramedic	11/26/18	Catherine DeVoll	24.50/hr	As Required
Paramedic	11/26/18	Justin Hudson	22.27/hr	As Required
Paramedic	11/26/18	Jeremy Hudson	22.27/hr	As Required
Paramedic	4/24/20	Zackary Musgrove	22.27/hr	As Required
Paramedic	5/24/21	Jayci Inman	22.27/hr	As Required
EMT	11/26/18	Brooklin Atwell	16.71/hr	As Required
EMT	11/26/18	Jeremy Barber	16.71/hr	As Required
EMT	6/6/22	Seth Sherwood	16.71/hr	As Required
PRN-Paramedic			20.00/hr	As Required
PRN-EMT			15.00/hr	As Required
ON CALL-All Levels			5.00/hr	As Required
FD Volunteer as EMS Driver			15.00/hr	As Required
Advanced EMT Certification			124.00/mo	

2) Longevity Bonus Table Follows at End under Section 2.

POSITION	HIRE	NAME	RATE	REGULAR HOURS
Public Works Director	1/21/02	Steve Hawkins	83,327.38	As Required
Public Works 4	9/4/01	Kris Smothers	27.28/hr	40
WW Operator	6/26/06	Jack Brice	23.07/hr	40
WW Operator	7/1/13	Jacob Smith	23.07/hr	40
WW Operator	9/16/19	Dalton Lawson	23.07/hr	40
Part-Time Laborer		Vacant	10.00/hr	As Required
Street Chief Mechanic	1/3/84	David Moorman	25.28/hr	40
Public Works Maintenance Worker	5/12/14	Robert Beck	23.07/hr	40
Public Works Maintenance Worker	8/17/15	Robert Sands	23.07/hr	40
Part-Time Laborer		Vacant	10.00/hr	As Required
Public Works 5	5/31/05	Joe Sivetts	30.74/hr	40
Public Works 4	6/20/11	Jacob Steele	27.28/hr	40
Water Operator	4/29/19	Zachary Bedford	23.07/hr	40
Part-Time Laborer		Vacant	10.00/hr	As Required
Water Board Members - Paid Quarterly		As Appointed	\$30.00/mtg	Monthly Mtg
Certification Pay:				
Grade 1 License			125.00/mo	
Grade 2 License			150.00/mo	
Grade 3 License			175.00/mo	
Grade 4 License			200.00/mo	

If a waste water operator obtains a Collection License, they will receive 1/2 of Certification Pay.

1) Longevity Pay - Each employee of the Public Works Department Employee shall receive \$.03 per hour per year of employment beginning with the completion of five years of employment, per union contract.

Police Chief	7/23/07	Tom Demry	83,106.39	As Required
Asst Police Chief	6/13/05	Mike Moore	35.17/hr	40
Sergeant	7/27/15	Chris Donahoo	29.91/hr	40
Patrolman	10/10/99	Brandon Knapp	27.64/hr	40
Patrolman	4/17/17	Jacob Downs	27.64/hr	40
Patrolman	8/20/18	Joshua Hobbs	27.64/hr	40
Patrolman	9/9/19	Seth Gray	27.64/hr	40
Patrolman	8/30/21	Zack Burns	27.64/hr	40
Patrolman	10/25/21	Graffe Holmes	24.01/hr	40
Reserve Patrolman		Various	10.00/hr	As Required

2) Longevity Bonus Table Follows at End under Section 2.

Administrative Asst/Comm Supervisor	7/9/15	Emilie Donahoo	24.68/hr	40
Dispatcher	11/4/08	Linda Dotson	23.26/hr	40
Dispatcher	6/22/09	Mickie Casteel	23.26/hr	40
Dispatcher	7/28/14	Kaitlyn Wilson	23.26/hr	40
Dispatcher	12/21/21	Skyler Morrison	21.89/hr	40
Office Assistant	7/16/18	Mallory Logston	15.90/hr	40

2) Longevity Bonus Table Follows at End under Section 2.

3) All PD/Dispatch hours worked between 10:00 p.m. and 6:00 a.m. shall be paid an additional \$.30/hr for those hours.

Library Director	10/19/09	JeNel Allen-Barth	59,643.92	As Required
Librarian	5/7/07	Julie Buban	19.55/hr	25
Youth Librarian	5/9/16	Kristen Craver	18.66/hr	25
Librarian	6/14/16	Pamela Reed	13.73/hr	25
Librarian-PT	5/11/18	Emily Byte	12.88/hr	20
Librarian-PT	8/17/20	Tanya Henderson	11.19/hr	20
Library Custodian	6/15/20	Jared Johnson	10.87/hr	20

SECTION 2. A longevity bonus shall be paid as follows per the AFSCME Union Contract. This longevity bonus shall be paid in one lump sum by the 1st of December 2021, unless the individual ceases to be a full-time employee during the fiscal year prior to that date.

LONGEVITY BONUS for POLICE, FIRE, DISPATCHERS & ADMINISTRATIVE ASST.

YEARS OF SERVICE	LONGEVITY PAY
5	312.00
6	374.40
7	436.80
8	499.20
9	561.60
10	624.00
11	686.40
12	748.80
13	811.20
14	873.60
15	936.00
16	998.40
17	1,060.80
18	1,123.20
19	1,185.60
20	1,248.00
21	1,310.40
22	1,372.80

YEARS OF SERVICE	LONGEVITY PAY
23	1,435.20
24	1,497.60
25	1,560.00
26	1,622.40
27	1,684.80
28	1,747.20
29	1,809.60
30	1,872.00
31	1,934.40
32	1,996.80
33	2,059.20
34	2,121.60
35	2,184.00
36	2,246.40
37	2,308.80
38	2,371.20
39	2,433.60
40	2,496.00

BASED ON 2080 HOURS PER YEAR

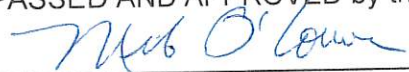
SECTION 3. A longevity bonus shall be awarded to the following non-union employees calculated at \$.03 per hour per year following five years of continuous service. This longevity bonus shall be paid in one lump sum by the 1st of December 2022, unless the individual ceases to be a full-time employee during the fiscal year prior to that date. Longevity bonuses shall be paid as follows:

EMPLOYEE	DATE HIRED	YEARS OF SERVICE	FY22 LONGEVITY
Mike Bogle	10/21/99	23	1,435.20
Steve Hawkins	1/21/02	20	1,248.00
Joyce Davis	2/28/05	17	1,060.80
Mike Moore	6/13/05	17	1,060.80
Tom Demry	7/23/07	15	936.00
Debra Sornson	11/15/12	10	624.00
Marsha Wells	10/13/14	8	499.20
JeNel Allen-Barth	6/26/17	5	312.00
Jason Fraser	1/12/17	5	312.00

SECTION 4. Any resolutions in conflict with this resolution are hereby repealed; provided however, that in all instances where the provisions of this resolution conflict with the terms, provisions and conditions set forth in collective bargaining agreements under which the City is a part, the terms, provisions and conditions of any collective bargaining shall control.

SECTION 5. This resolution shall become effective on the 1st day of July, 2022.

PASSED AND APPROVED by the City Council this 20th day of June, 2022.


 Mike O'Connor
 Mayor

ATTEST:

 Jason Fraser
 City Administrator

3868 74
~~3864~~

RESOLUTION NO. 2022-~~3864~~

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2022**

WHEREAS, during the FY21 the City's Audit determined that LOSST funds that had a changed purpose as a result of the September 2020 LOSST election should be collected under new fund numbers; and

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follow:

CASH TRANSFER:

Transferred from: L.O.S.T.-Sewer – 129-910-6910
Transferred to: L.O.S.T.-Pool – 122-910-4830
Amount: \$ 15, 703.25

Transferred from: L.O.S.T.-Sewer 129-910-6910
Transferred to: L.O.S.T.-Fire – 123-910-4830
Amount: \$ 4710.91

Transferred from: L.O.S.T. Infrastructure – 128-910-6910
Transferred to: L.O.S.T. - Law Center – 126-910-4830
Amount: \$ 42398.75


Transferred from: L.O.S.T. Infrastructure – 128-910-6910
Transferred to: L.O.S.T.-Fire – 123-910-4830
Amount: \$ 4710.92

Transferred from: L.O.S.T.-Economic Development 127-910-6910
Transferred to: L.O.S.T.-Fire – 123-910-4830
Amount: \$.06

SECTION 1. All resolutions in conflict with this resolution are hereby repealed.

SECTION 2. This resolution shall be effective upon its passage and signature of the Mayor.

PASSED AND APPROVED by the City Council this 2nd day of May 2022.


Mike O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

LOST REVENUE BREAKDOWN FOR AUDIT CORRECTION

01/01/2021 - Actual			01/01/2021 - Correct			Difference
Payment Amount	57,117.62		Payment Amount	57,117.62		
Pool	11,423.52	25%	Pool	14,279.41	Pool	2,855.89
Fire	2,855.89	8%	Fire	4,569.41	Fire	1,713.52
Ec Dev	2,855.89	5%	Ec Dev	2,855.88	Ec Dev	-0.01
Infrastructure	19,991.16	20%	Infrastructure	11,423.52	Infrastructure	-8,567.64
Sewer	19,991.16	28.5%	Sewer	16,278.52	Sewer	-3,712.64
Law Center	0.00	13.5%	Law Center	7,710.88	Law Center	7,710.88
	<u>57,117.62</u>			<u>57,117.62</u>		<u>0.00</u>

02/01/2021 - Actual			02/01/2021 - Correct			
Payment Amount	48,056.03		Payment Amount	48,056.03		
Pool	9,611.21	25%	Pool	12,014.01	Pool	2,402.80
Fire	2,402.81	8%	Fire	3,844.48	Fire	1,441.67
Ec Dev	2,402.81	5%	Ec Dev	2,402.80	Ec Dev	-0.01
Infrastructure	16,819.60	20%	Infrastructure	9,611.21	Infrastructure	-7,208.39
Sewer	16,819.60	28.5%	Sewer	13,695.97	Sewer	-3,123.63
Law Center	0.00	13.5%	Law Center	6,487.56	Law Center	6,487.56
	<u>48,056.03</u>			<u>48,056.03</u>		<u>0.00</u>

03/01/2021 - Actual			03/01/2021 - Correct			
Payment Amount	48,056.03		Payment Amount	48,056.03		
Pool	9,611.21	25%	Pool	12,014.01	Pool	2,402.80
Fire	2,402.81	8%	Fire	3,844.48	Fire	1,441.67
Ec Dev	2,402.81	5%	Ec Dev	2,402.80	Ec Dev	-0.01
Infrastructure	16,819.60	20%	Infrastructure	9,611.21	Infrastructure	-7,208.39
Sewer	16,819.60	28.5%	Sewer	13,695.97	Sewer	-3,123.63
Law Center	0.00	13.5%	Law Center	6,487.56	Law Center	6,487.56
	<u>48,056.03</u>			<u>48,056.03</u>		<u>0.00</u>

04/01/2021 - Actual			04/01/2021 - Correct			
Payment Amount	48,056.02		Payment Amount	48,056.02		
Pool	9,611.20	25%	Pool	12,014.01	Pool	2,402.81
Fire	2,402.81	8%	Fire	3,844.48	Fire	1,441.67
Ec Dev	2,402.81	5%	Ec Dev	2,402.80	Ec Dev	-0.01
Infrastructure	16,819.60	20%	Infrastructure	9,611.20	Infrastructure	-7,208.40
Sewer	16,819.60	28.5%	Sewer	13,695.97	Sewer	-3,123.63
Law Center	0.00	13.5%	Law Center	6,487.56	Law Center	6,487.56
	<u>48,056.02</u>			<u>48,056.02</u>		<u>0.00</u>

05/01/2021 - Actual			05/01/2021 - Correct			
Payment Amount	56,389.57		Payment Amount	56,389.57		
Pool	11,277.91	25%	Pool	14,097.39	Pool	2,819.48
Fire	2,819.49	8%	Fire	4,511.17	Fire	1,691.68
Ec Dev	2,819.49	5%	Ec Dev	2,819.48	Ec Dev	-0.01
Infrastructure	19,736.34	20%	Infrastructure	11,277.91	Infrastructure	-8,458.43
Sewer	19,736.34	28.5%	Sewer	16,071.03	Sewer	-3,665.31
Law Center	0.00	13.5%	Law Center	7,612.59	Law Center	7,612.59
	<u>56,389.57</u>			<u>56,389.57</u>		<u>0.00</u>

06/01/2021 - Actual			06/01/2021 - Correct			
Payment Amount	56,389.57		Payment Amount	56,389.57		
Pool	11,277.91	25%	Pool	14,097.39	Pool	2,819.48
Fire	2,819.49	8%	Fire	4,511.17	Fire	1,691.68
Ec Dev	2,819.49	5%	Ec Dev	2,819.48	Ec Dev	-0.01
Infrastructure	19,736.34	20%	Infrastructure	11,277.91	Infrastructure	-8,458.43
Sewer	19,736.34	28.5%	Sewer	16,071.03	Sewer	-3,665.31
Law Center	0.00	13.5%	Law Center	7,612.59	Law Center	7,612.59
	<u>56,389.57</u>			<u>56,389.57</u>		<u>0.00</u>

Balance to Correct	
Pool	15,703.25
Fire	9,421.89
Ec Dev	-0.06
Infrastructure	-47,109.67
Sewer	-20,414.16
Law Center	42,398.75

RESOLUTION NO. 2022-3866

Resolution of Necessity
for Improvements to
Mikels Drive

WHEREAS, the City Council of the City of Centerville, Iowa (the "City"), has adopted a preliminary resolution in accordance with Section 384.42 of the Code of Iowa, covering the Mikels Drive Pavement Improvements Project (the "Project"); and

WHEREAS, pursuant thereto, the Project Engineers have prepared preliminary plans and specifications, an estimated total cost of the work and a plat and schedule, including the valuation of each lot as determined by this Council, and the same have been duly adopted and are now on file with the City Clerk; and

WHEREAS, a public hearing has been held on the proposed Resolution of Necessity on June 6, 2022, at 6:00 o'clock p.m. at Centerville City Hall;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Centerville, Iowa:

Section 1. It is hereby found and determined to be necessary and for the best interest of the City and its inhabitants to proceed with the Project, and to assess a portion of the cost to the property benefited thereby.

Section 2. The Project shall consist of the replacement of PCC roadway on portions of Mikels Drive. Other work includes, PCC driveway removal/replacement, PCC sidewalk/sidewalk ramp removal/replacement, PCC curb/gutter, excavation, topsoil borrow, traffic control, and seeding.

The Project shall be constructed on and along the following segments of street in the City of Centerville, Appanoose County, Iowa:

- Mikels Drive, from 12th Avenue NE, from South Park to the South End of Mikels Drive

Section 3. It is considered that the properties abutting the above-described segments of street to be improved will be specially benefitted by this improvement and should be specially assessed.

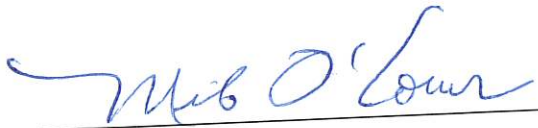
Section 4. It is hereby found and determined that there are now on file in the office of the City Clerk an estimated total cost of the proposed work and a preliminary plat and schedule showing the amount proposed to be assessed to each lot by reason of the Project.

Section 5. Unless a property owner files objections with the City Clerk at the time of the hearing on this resolution of necessity, the property owner shall be deemed to have waived all objections pertaining to the regularity of the proceedings and the legality of using the special assessment procedure.

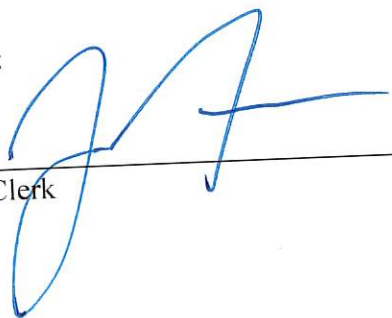
Section 6. All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved on June 6, 2022.



Mayor

Attest:


City Clerk

RESOLUTION NO. 2022-3867

RESOLUTION AUTHORIZING ABANDONMENT PROCESS AGAINST REAL PROPERTY

WHEREAS, Kendra L. Cluver is shown as the record-titleholder of that certain real property located at 1415 S. 22nd, Centerville, Appanoose County, Iowa, more particularly described as follows (the "Property"):

LOT 4 AND 5 IN BLOCK 5 IN JOS. GOSS ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA. EXCEPT THE COAL AND MINERALS UNDERLYING THE SAME;

WHEREAS, the Property has been abandoned by such owner and as a result of such abandonment has become a nuisance;

WHEREAS, the City of Centerville, Iowa (the "City") has the ability pursuant to Chapter 657A, *Code of Iowa*, to pursue an action in District Court to declare the Property abandoned and take title to the Property; and

WHEREAS, it would be in the best interests of the City to declare the Property abandoned and obtain title in order to demolish the improvements on the Property.

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

Section 1. On behalf of the City, the City Attorney is hereby authorized to execute any and all documents necessary to accomplish the abandonment process pursuant to Chapter 657A, *Code of Iowa*, in District Court.

Section 2. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED by the City Council this 6th day of June, 2022.


Michael G. O'Connor, Mayor

Attest:


Jason Fraser, City Administrator

RESOLUTION NO. 2022 - 3870

RESOLUTION AUTHORIZING LEASE WITH PURCHASE OPTION OF REAL PROPERTY

WHEREAS, an offer has been made by Centerville Armory, LLC, an Iowa limited liability company, ("Buyer") to purchase from the City of Centerville, Iowa (the "City") that certain real property located at 22800 Dewey Rd., Appanoose County, Iowa, more particularly described as follows (the "Property"):

A tract of land in the Southeast Quarter of Section 6, Township 68 North, Range 17 West of the 5th P.M. Appanoose County, Iowa, more particularly described as being Lots 5, 6, 7, 8, and the South 240 feet of the East 150 feet of Outlot A, in Block 1 of LAKEVIEW INDUSTRIAL PARK as surveyed by Hoskins-Western-Sonderegger Engineers. Said preliminary plat being recorded in the Office of the Appanoose County Recorder on May 17, 1985 in Book 64 at page 203., SAVE AND EXCEPT THE FOLLOWING:

Parcel E located in the Southeast Quarter of Section 6, Township 68 North, Range 17 West of the 5th P.M., Appanoose County, Iowa, being a part of Lots 5 and 6, Block 1 of Lakeview Industrial Park Subdivision, more particularly described as follows:

Commencing at a set MagNail at the South Quarter Corner of Section 6, Township 68 North, Range 17 West of the 5th P.M., Appanoose County, Iowa and proceeding thence South 89° 51' 55" East 1040.00 feet along the South line of the Southeast Quarter of said Section 6; thence North 00° 48' 47" West 80.00 feet to the Southwest corner of Lot 5, Block 1 of Lakeview Industrial Park Subdivision, said point being the point of beginning; thence North 00° 48' 47" West 240.00 feet along the West line of said Lot 5 to a found pipe at the Northwest Corner of said Lot 5; thence South 89° 51' 54" East 565.00 feet along the North line of said Lot 5 and Lot 6, Block 1 of Lakeview Industrial Park Subdivision to a set iron pin; thence South 00° 48' 47" East 240.00 feet to a set iron pin on the South line of said Lot 6; thence North 89° 51' 54" West 565.00 feet along the South line of said Lot 6 and Lot 5 to the Point of Beginning, said Parcel containing 3.113 acres, more or less, subject to easements of record,

for a term of 120 months (10 years) commencing on January 1, 2019 for \$3,148.38 per month (the "Lease") with the option to purchase the Property for \$320,000 at any time on or after the date of the Lease with a credit to be applied against the initial \$320,000 purchase price equal to the portion of the rent treated as principal (as set forth in the Lease) actually paid by Buyer through time the option is exercised (the "Option") and other valuable consideration, and a copy of the proposed Lease and Option are attached hereto;

WHEREAS, a notice of the Lease and Option (the "Notice") was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Ad-Express and Daily Iowegian & Citizen, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to the Notice a public hearing was held in the Council Chambers at City Hall, 312 E. Maple St., Centerville, Iowa at 6:00 o'clock p.m. on the December 17, 2018;

WHEREAS, no written or oral objections were made to the Lease and Option, and it was deemed by the City Council to be in the best interests of the City that the Lease and Option be approved;

WHEREAS, at the Regular Council Meeting that followed such public hearing on December 17, 2018, the City Council of the City accepted and approved the Lease and Option by motion, not by resolution as required under Section 364.7 of the Iowa Code; and

WHEREAS, subsequently, the City Administration, on behalf of the City, and Buyer executed the Lease and the Option on December 20, 2018.

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

Section 1. The Option and Lease are hereby accepted and approved retroactively as of December 17, 2018.

Section 2. On behalf of the City, the City Administrator is hereby authorized retroactively as of December 17, 2018, to execute any and all documents necessary to accomplish the Lease and Option.

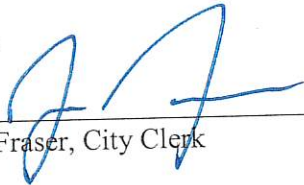
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED by the City Council this 20th day of June, 2022.



Michael O'Connor, Mayor

Attest:



Jason Fraser, City Clerk

INDUSTRIAL LEASE

between

THE CITY OF CENTERVILLE, IOWA,
as Landlord

and

CENTERVILLE ARMORY, LLC,
as Tenant



CENTERVILLE ARMORY GARAGE BUILDING
22800 DEWEY RD.
CENTERVILLE, IOWA

December 20, 2018

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INDUSTRIAL LEASE

This **INDUSTRIAL LEASE** (this "Lease") is entered into as of the Lease Date by and between the **CITY OF CENTERVILLE, IOWA**, an Iowa municipal corporation ("Landlord"), and **CENTERVILLE ARMORY, LLC**, an Iowa limited liability company ("Tenant"). For good and valuable consideration, Landlord and Tenant agree as follows:

1. DEFINITIONS AND BASIC TERMS.

The following definitions and basic terms are incorporated into and made a part of this Lease. Capitalized and other terms and phrases have the meanings assigned on the pages of this Lease identified in the Table of Defined Terms.

<u>Lease Date:</u>	December 20, 2018
<u>Tenant's Address:</u>	22800 Dewey Rd. Centerville, IA 52544 Attn: Blake Waldrop
<u>Landlord's Address:</u>	312 E. Maple St. Centerville, IA 52544 Attn: City Administrator
<u>Premises:</u>	The Building and the Property.
<u>Building:</u>	The building commonly known as the former National Guard Armory Garage in Centerville, Iowa consisting of approximately 10,560 square feet as shown on the attached <u>Exhibit A</u> .
<u>Property:</u>	The parcel(s) of land on which the Building is located, as described and shown on attached <u>Exhibit A</u> .
<u>Term:</u>	Approximately 120 months (10 years), commencing on January 1, 2019 (the " <u>Commencement Date</u> ") and ending at 5:00 p.m. on the date that is 120 full months after the Commencement Date, subject to adjustment and earlier termination as provided in this Lease or by operation of Law.
<u>Permitted Use:</u>	Solely for the manufacturing, assembly, storage and sale of body armor and associated products, and for no other business or purpose whatsoever.
<u>Rent:</u>	\$3,418.38 per month.
<u>Guarantor:</u>	Blake Waldrop

2. LEASE.

Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

3. TENDER OF POSSESSION.

Landlord and Tenant acknowledge that Landlord will tender possession of the Premises to Tenant in the condition required by this Lease on the Commencement Date.

4. **RENT.**

4.(a) **General.**

During the Term, Tenant shall timely pay to Landlord all Rent, without any offsets or deductions, at Landlord's Address, or such other address as Landlord may from time to time designate in writing to Tenant. Subject to the terms of this Lease, Tenant shall pay Rent in advance, on or before the first day of each month. Tenant shall pay the first monthly installment of Rent on or before the Commencement Date; thereafter, Tenant shall pay monthly installments of Rent on or before the first day of the second full month of the Term and continuing on or before the first day of each succeeding month during the Term.

4.(b) **Delinquent Payments; Handling Charges.**

All payments required of Tenant hereunder shall bear interest from the date due until paid at the Interest Rate; provided, however, no such interest shall be payable if the past due payment is paid in full not later than five days after the date due. Alternatively, Landlord may charge Tenant a fee equal to 10% of any payment that is more than five days past due to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. The "Interest Rate" shall mean 4% per annum above the base rate announced from time to time by Wells Fargo & Co., N.A. or its successor (the "Prime Rate").

5. **OPTION TO PURCHASE THE PREMISES.**

5.(a) **Option and Purchase Price.** Contemporaneously with the execution of this Lease, Landlord and Tenant will enter into an option (the "Option") for Tenant to buy the Premises at any time on or after the Lease Date, for \$320,000 less the amounts set forth in Section 5.(b) (the "Purchase Price").

5.(b) **Credit against the Purchase Price.** Rent is based on an initial payment of \$3,418.38 towards the principal balance of the Purchase Price and a loan of \$316,581.62 paid in equal monthly installments over a 119-month term at 5.25% interest per year, compounded monthly. Assuming all payments of Rent are made when due under this Lease, the amortization of the payment of the Purchase Price is attached at Exhibit C (note, the initial payment of Rent will be treated as the payment of principal only). Lessee will receive a credit to be applied against the Purchase Price equal to the portion of the Rent treated as principal (as opposed to interest) actually paid by Tenant through time the Option is exercised based on such amortization schedule. For example, Tenant makes all payments of Rent as provided under this Lease and exercises the Option and purchases the Premises on January 1, 2022 (immediately after the January 1, 2022 payment), the Purchase Price under the Option will be \$208,239.39 [\$320,000, less initial Rent payment of \$3,418.38(all principal) on the Commencement Date, less principal payments of future Rent payments of \$108,342.23 through and including January 1, 2022].

6. **LANDLORD'S USE OF THE PREMISES.**

6.(a) **Landlord's Use.** From the Effective date until the date specified by Landlord in a notice to Tenant (the "Landlord Use Period") and notwithstanding any other provision in this Lease, Landlord reserves for itself and shall have the sole and exclusive right to use approximately 2/5th of the Building, that portion of the Building described and depicted on the attached Exhibit A-1 (the "Landlord Space") for the following uses: vehicle, equipment and material parking and storage. In addition, during the Landlord Use Period Landlord shall have a non-exclusive right for vehicular and pedestrian access to the Landlord Space across the Premises.

6.(b) **Credit against Rent.** During the Landlord Use Period and so long as an Event of Default is not currently existing, Tenant shall receive a credit against Rent of \$1,367.35 per month as compensation for Landlord's use of the Landlord Space, the credit during partial months during the Landlord Use Period shall be prorated.

6.(c) **Rules and Regulations.** Landlord and Tenant may agree, each in their sole discretion, to additional written rules and regulations regarding Landlord's use of the Landlord Space from time to time.

7. **TAXES.**

7.(a) **Payment of Taxes.**

Tenant shall pay all Taxes that become due on the Premises during the Term.

- 7.(b) **Definition of Taxes.** The term "Taxes" means all taxes and assessments and governmental charges whether federal, state, county or municipal, and whether they be by taxing or management districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Premises, the Building (or its operation) or the grounds, parking areas, driveways and alleys around the Premises or the Building.

- 7.(c) **Personal Property Taxes.**

Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Premises or the Building.

8. **UTILITIES.**

- 8.(a) **Utility Service to Premises.**

Tenant shall maintain in Tenant's name and pay for all charges for electricity, water, gas, telephone service, internet, sewage service and other utilities furnished to the Premises (including all tap fees and similar assessments made in connecting the Premises to such utilities) and shall pay any maintenance charges for such utilities.

- 8.(b) **Interruption of Service.**

Landlord shall not be liable to Tenant or to any person for any loss or damages whatsoever resulting from any interruption or failure in utility services however caused.

9. **USE OF PREMISES.**

Tenant shall continuously occupy and use the Premises only for the Permitted Use and shall comply with all Laws relating to the use, condition, access to and occupancy of the Premises. The Premises shall not be used (i) for any unlawful or illegal business, use or purpose or for any business, use or purpose that violates this Lease or any Laws; (ii) for any use that is a public nuisance; or (iii) in such manner as may make void or voidable any insurance then in force with respect to the Building.

10. **ASSIGNMENT AND SUBLETTING.**

- 10.(a) **Transfers; Consent.**

Tenant shall not, without the prior written consent of Landlord (which may be withheld in Landlord's sole discretion, subject to the terms of this Section 10): (i) advertise that any portion of the Premises is available for lease; (ii) assign, transfer or encumber this Lease or any estate or interest herein, whether directly or by operation of Law; (iii) permit any other entity to become Tenant hereunder by merger, consolidation or other reorganization (and for purposes of this Section 10, the surviving or resulting entity in any such merger, consolidation or other reorganization may be considered an entity other than Tenant, notwithstanding any applicable Law to the contrary); (iv) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant; (v) sublet any portion of the Premises; (vi) grant any license, concession or other right of occupancy of any portion of the Premises; or (vii) permit the use of the Premises by any parties other than Tenant (any of the events listed in Sections 10.(a)(i) through (vii) being a "Transfer").

- 10.(b) **Permitted Transfers.**

Notwithstanding Section 10.(a), Tenant may Transfer all of its interest in this Lease or all of the Premises (a "Permitted Transfer") to the following types of entities (a "Permitted Transferee") without the written consent of Landlord, subject to the terms of this Section 10.(b): (i) any Affiliate of Tenant; or (ii) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which, with which or to which Tenant, or its corporate successors or assigns, is merged, consolidated or sold (provided such sale is of all or substantially all of the assets of Tenant), in accordance with applicable statutory provisions and other

Laws governing merger, consolidation and sale of business entities, so long as (1) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and (2) the Tangible Net Worth of the surviving or created entity is not less than the Tangible Net Worth of Tenant or Guarantor on the Lease Date, whichever is greater. Tenant shall promptly notify Landlord of any such Permitted Transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Notwithstanding the foregoing terms of this Section 10.(b) or anything to the contrary in this Lease, and as a condition to Tenant's right to make a Permitted Transfer, the Permitted Transferee must comply with all of the terms and conditions of this Lease, including the Permitted Use. Not more than 30 days after the effective date of any Permitted Transfer, Tenant shall furnish Landlord with copies of the instrument effecting any of the foregoing Transfers and documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Transfer. The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent Transfers. "Tangible Net Worth" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), excluding, however, from the determination of total assets all assets that would be classified as intangible assets under GAAP including, goodwill, licenses, patents, trademarks, trade names, copyrights and franchises.

11. **MAINTENANCE AND REPAIR OF PREMISES; IMPROVEMENTS.**

11.(a) **Tenant's Maintenance.**

Tenant shall at its expense maintain in good order, condition and repair the Premises, including the Building, the roof and structural elements of the Building and the utility systems serving the Premises. Tenant shall at its expense maintain the Premises in a clean, safe and operable condition in accordance with all Laws, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant shall, at all times, fully and adequately heat and/or air-condition (as the circumstances require) the Building. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Premises caused by Tenant's agents, contractors, employees and invitees, any assignees claiming by, through or under Tenant, any subtenants claiming by, through or under Tenant and any of their respective agents, contractors, employees and invitees.

If Tenant fails to provide the maintenance or make repairs or replacements as required under this Section 11.(a) within 15 days after the occurrence of such damage, then Landlord may make the same at Tenant's cost. Tenant shall reimburse Landlord promptly upon request for the actual cost and expense that Landlord incurs for such work.

11.(b) **Improvements; Alterations.**

Any improvements to the Premises constructed by Tenant during the Term is referred to herein as "Tenant's Work". Tenant may install Tenant's Work only at Tenant's expense and in accordance with plans and specifications that have been previously submitted to and approved in writing by Landlord, using contractors approved in writing by Landlord. Notwithstanding the foregoing, Tenant may install Tenant's Work involving non-structural, interior alterations to the Premises required in the ordinary course of Tenant's business without the written consent of Landlord provided: (i) such alterations will not affect the Building's structure or the Building's electrical, plumbing, HVAC, life safety or mechanical systems; (ii) such alterations will not violate any applicable Laws; (iii) the cost of the work for such alterations does not exceed \$10,000 in any single instance or series of related alterations performed within a six-month period (provided that Tenant shall not perform any improvements, alterations or additions to the Premises in stages as a means to subvert this provision); and (iv) Tenant secures any and all permits, licenses and approvals required to construct and install such alterations (collectively, "Permitted Alterations"). Tenant shall notify Landlord before performing any Permitted Alterations if the anticipated Permitted Alterations could disrupt any other tenants or occupants of the Building or interfere with Landlord's operation of the Building. All Tenant's Work shall be made in accordance with all applicable Laws and in a good and first-class, workmanlike manner and in accordance with the terms of this Lease. All Tenant's Work shall be constructed, maintained and used by Tenant at its sole risk and expense, in accordance with all applicable Laws.

11.(c) **Mechanic's Liens.**

Tenant shall not permit any mechanic's liens to be filed against Tenant's leasehold interest, the Premises or the Building for any work performed, materials furnished or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within ten days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and Tenant shall reimburse Landlord for any amounts so paid, including expenses and interest, within 30 days after Landlord's request for reimbursement together with reasonable supporting documentation.

12. **INDEMNITY; NO SUBROGATION.**

12.(a) **Tenant's Indemnity.**

Tenant shall defend with counsel reasonably acceptable to the Landlord Indemnified Parties, indemnify and hold harmless Landlord and Landlord's officers, council members, agents, employees and lenders, and each of their respective successors and assigns (collectively, the "Landlord Indemnified Parties") from and against all claims, demands, liabilities, causes of action, suits, judgments and expenses (including attorneys' fees) for any Loss arising from any occurrence on or about the Premises or from Tenant's failure to perform or comply in any respect with its obligations under this Lease, even though caused or alleged to be caused in whole or in part by the negligence or fault of Landlord or any Landlord Indemnified Party, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of Landlord or any Landlord Indemnified Party (other than a Loss arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnified Party). This indemnity provision shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease.

12.(b) **Survival.**

The terms of this Section 12 shall survive the termination or expiration of this Lease.

13. **CERTAIN RIGHTS RESERVED BY LANDLORD.**

Landlord and its designees may enter the Premises at all reasonable hours for the purpose of inspecting or making repairs. If repairs are required to be made by Tenant pursuant to the terms hereof or if Tenant is required to perform any other obligation under this Lease, then Landlord may require that Tenant make such repairs or perform such obligation. Thereafter, if Tenant refuses or neglects to promptly commence such repairs or perform such obligation, then Landlord may exercise its remedies in Section 17.(b)(iii) (Right to Cure) without any further notice to Tenant.

14. **INSURANCE.**

Tenant shall satisfy the insurance obligations described on Exhibit B. The cost of such insurance shall be at no cost to Landlord. Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including loss by theft or otherwise.

15. **FIRE OR OTHER CASUALTY.**

15.(a) **Repair Estimate.**

If the Building or the Premises are damaged by fire or other casualty (a "Casualty"), Tenant shall, within 60 days after such Casualty, deliver to Landlord a good faith estimate of the time needed to repair the damage caused by such Casualty.

15.(b) **Repair Obligation.**

Tenant shall, within a reasonable time (but not more than six months) after such Casualty, begin to repair the Premises and shall restore the Premises to substantially the same condition that existed immediately before such Casualty. Tenant shall pay the difference between the total cost of reconstructing the Premises and the proceeds of the insurance required hereunder ("Tenant's Contribution"). Prior to Tenant's commencement of

reconstruction. Tenant shall, at Landlord's option, either place Landlord's estimate of Tenant's Contribution on deposit with Landlord or furnish Landlord other assurances of payment thereof acceptable to Landlord.

15.(c) **No Abatement of Rent.**

If the Premises are damaged by a Casualty, then Rent shall not be abated. Tenant may purchase riders to the property insurance required under this Lease to cover such risk.

16. **CONDEMNATION.**

If all or any portion of the Building or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), then this Lease will continue, Landlord shall receive the entire award or other compensation for the Land, the Building and other improvements taken, Rent shall be equitably abated and Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemning authority for the value of Tenant's personal property that Tenant is entitled to remove under this Lease, moving costs, loss of business and other claims, if any.

17. **DEFAULT AND REMEDIES.**

17.(a) **Events of Default.**

Each of the following occurrences shall constitute an "Event of Default":

- (i) Monetary. Tenant's failure to pay any portion of Rent within five days after Landlord delivers notice to Tenant that the same is past due; however, Landlord shall not be required to deliver more than two such notices in any year, and Tenant's failure thereafter in the same year to pay any portion of Rent when due shall constitute an Event of Default without any obligation of Landlord to deliver any notice to Tenant of such failure;
- (ii) Non-Monetary. Except as otherwise provided in this Section 17.(a), Tenant's failure to perform, comply with or observe any other agreement or obligation of Tenant under this Lease within 15 days after Landlord has delivered notice to Tenant of such failure; however, if such failure cannot reasonably be cured within such 15-day period, but Tenant commences to cure such failure within such 15-day period and thereafter diligently pursues such cure to completion, then such curative period shall be extended for so long as is reasonably required to complete such cure (but, in any event, not longer than 90 days after Landlord has delivered such notice to Tenant);
- (iii) Creditors. (1) The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 17.(a)(iii), Guarantor) (A) in any bankruptcy or other insolvency proceeding, (B) seeking any relief under any state or federal debtor relief law, (C) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease, or (D) for the reorganization or modification of Tenant's capital structure; or (2) the admission by Tenant that it cannot meet its obligations as they become due or the making by Tenant of an assignment for the benefit of its creditors;
- (iv) Continuous Operation. The following (1) Tenant's failure to be open for business to the public for more than five days in any year when required by this Lease to be so open or for more than an aggregate of ten days during the Term, (2) Tenant's Abandonment or Vacation of the Premises, (3) Tenant's failure to keep the Premises occupied or attended, and (4) Tenant's removal of goods or property from the Premises unless such removal is in the ordinary course of Tenant's business;
- (v) Liens. If Tenant creates or suffers the creation of a lien upon the Premises in violation of this Lease and thereafter fails or is unable to bond around or cure such lien in accordance with Section 11.(c) (Mechanic's Liens); or
- (vi) Other Terms. The occurrence of any Event of Default expressly provided in this Lease.

17.(b) **Remedies.**

Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:

- (i) Termination of Lease. Landlord may terminate this Lease by giving Tenant written notice thereof, in which event, Tenant shall, pay to Landlord *the sum of* (1) all Rent accrued hereunder through the date of termination, *plus* (2) all amounts due from time to time under Section 18.(a), *plus* (3) an amount equal to *the remainder of* (A) all Rent that Tenant would have been required to pay for the balance of the Term, as reasonably estimated by Landlord, discounted to present value at a per annum rate equal to the Prime Rate, *minus* (B) the then present fair rental value of the Premises for such period, similarly discounted.
- (ii) Termination of Possession. Landlord may terminate Tenant's right to possession of the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord the sum of (1) all Rent and other amounts accrued hereunder to the date of termination of possession, (2) all amounts due from time to time under Section 18.(a), *plus* (3) all Rent and other sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises may be deemed to be taken under this Section 17.(b)(ii). If Landlord elects to proceed under this Section 17.(b)(ii), then it may at any time elect to terminate this Lease under Section 17.(b)(i). Landlord may elect to recover its damages under Sections 17.(b)(i)(1) and (2) (or any portion thereof) or Section 17.(b)(ii)(1) and (2) (or any portion thereof) in a separate action (e.g., by summary judgment) without prejudice to Landlord's right to bring one or more subsequent actions to recover additional damages hereunder. Additionally, without notice, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.
- (iii) Right to Cure. Landlord may perform Tenant's obligations and enter the Premises, without being liable for prosecution or any claim for damages therefor, to accomplish such purpose. Tenant shall reimburse Landlord promptly upon request (together with reasonable supporting documentation) for the actual cost and expense that Landlord incurs in effecting compliance with this Lease on Tenant's behalf, together with interest thereon at the Interest Rate from the date Landlord incurs the expense in question until Landlord is reimbursed.

18. PAYMENT BY TENANT.

18.(a) Payment by Tenant.

Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in: (i) obtaining possession of the Premises; (ii) removing and storing Tenant's or any other occupant's property; (iii) repairing, restoring, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant; (iv) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work and other costs incidental to such reletting); (v) performing Tenant's obligations that Tenant failed to perform; (vi) enforcing, or advising Landlord of, its rights, remedies and recourses arising out of the Event of Default; and (vii) the un-amortized portion (as reasonably determined by Landlord) of the TI Allowance, brokerage and consulting fees incurred by Landlord in connection with this Lease.

18.(b) No Waiver.

Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No endorsement or statement on any check or any letter accompanying any check or payment may be considered an accord and satisfaction, and Landlord may accept that check or payment without prejudice to Landlord's right to recover the balance owing and to pursue any other available remedies. No waiver by

Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term or violation of any other term.

19. **MATTERS OF RECORD.**

This Lease is subject and subordinate to all matters now or hereafter filed of record in the real property records of Appanoose County, Iowa (collectively, "Matters of Record"), including any restrictive covenant, easement agreement, or other instrument. The terms of this Section 19 shall control in the event of any conflict with any other terms of this Lease.

20. **SURRENDER OF PREMISES.**

No act by Landlord may be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is made in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver the Premises to Landlord with all improvements located thereon in good repair and condition, reasonable wear and tear (and condemnation as to which Section 16 (*Condemnation*) shall control) excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture and personal property placed in the Premises by Tenant; however, Tenant shall not remove any such item that was paid for, in whole or in part, by Landlord. Additionally, Tenant shall remove all alterations, additions, improvements, trade fixtures, equipment, wiring and furniture as Landlord may request, including the Tenant's Work. Tenant shall repair all damage caused by such removal. All items not so removed shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items. The terms of this Section 20 shall survive the termination or expiration of this Lease.

21. **HOLDING OVER.**

If Tenant fails to Vacate the Premises at the end of the Term, then Tenant shall be a tenant at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to the Rent, a daily Rent equal to the greater of 150% of the daily Rent. The terms of this Section 21 shall survive the termination or expiration of this Lease.

22. **LANDLORD'S LIEN.**

In addition to any statutory landlord's lien, now or hereafter enacted, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all of Tenant's property situated in or upon, or used in connection with, the Premises, and all proceeds thereof (except merchandise sold in the ordinary course of business) (collectively, the "Collateral"), and the Collateral shall not be removed from the Premises without the prior written consent of Landlord until all obligations of Tenant have been fully performed.

23. **NATIONAL SECURITY.**

23.(a) **Representations and Warranties; Reporting.**

Tenant hereby represents and warrants to Landlord that neither Tenant, nor any of its beneficial owners or affiliated entities is a Prohibited Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Lease, whether such prohibition arises under U.S. Law or the Lists. Tenant further represents and warrants to Landlord that neither Tenant, nor any of its Affiliates: (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the U.S. would be predicate crimes to money laundering or any violation of any Anti-Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. Tenant further represents and warrants to Landlord that Tenant is in compliance with any and all applicable provisions of the Patriot Act. Tenant represents and warrants that it has taken such measures as are required by Law to ensure that the funds used to pay the Rent are derived from permissible sources and transactions that do not violate U.S. Law and, to the extent such funds originate outside the U.S., do not violate the Laws of the jurisdiction in which they originated. If Tenant obtains knowledge that Tenant, or any of its Affiliates, or the employees of any such parties, becomes listed on the Lists or is indicted, arraigned or custodially

detained on charges involving Anti-Money Laundering Laws, then Tenant shall immediately notify the other party upon receipt of knowledge of such events.

23.(b) **Definitions.**

A "Prohibited Person" means an entity, organization or individual that has been designated by U.S. Law or sanction regulations of OFAC as an entity, organization or individual with whom U.S. Persons may not transact business or must limit their interactions to those approved by OFAC. A "U.S. Person" is a citizen of the United States of America, an entity organized under the Laws of the United States of America, its territories or any of the several states, or any entity having its principal place of business within the United States of America or any of its territories. "List" means any list published by OFAC (including those executive orders and lists published by OFAC with respect to Prohibited Persons), including the Specially Designated Nationals and Blocked Persons list. "OFAC" is the Office of Foreign Assets Control, U.S. Department of the Treasury. "Anti-Money Laundering Laws" are Laws and sanctions, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; or (3) are designed to disrupt the flow of funds to terrorist organizations. Such Laws and sanctions are deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the "Patriot Act"), the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated by OFAC pursuant thereto, as well as Laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

24. **MISCELLANEOUS.**

24.(a) **Construction and Interpretation.**

- (i) The terms (1) "herein", "hereof", "hereunder", "hereby" and other similar references are construed to mean and include this Lease and all amendments and supplements unless the context clearly indicates or requires otherwise, (2) "day" means calendar day (i.e., not a business day), unless specified otherwise, (3) "including" means including, without limitation, (4) "person" means any individual, corporation, partnership, limited liability company, government or other entity, (5) "terms" and "provisions" are deemed to be synonymous, (6) "year", "quarter" or "month" means a calendar year, quarter or month during the Term, unless specified otherwise, and (7) "business day" means Monday through Friday of each week, exclusive of days on which national banks in Centerville, Iowa are closed. All references to "Sections" contained in this Lease are, unless specifically indicated otherwise, references to articles, sections, subsections and paragraphs of this Lease. Each reference to an "Exhibit" is, unless specifically indicated otherwise, a reference to an exhibit to this Lease, which is incorporated into this Lease by each such reference and agreed upon by Landlord and Tenant. Whenever in this Lease 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 Lease are for convenience only and in no way affect the interpretation of this Lease. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any Exhibit.
- (ii) Whenever there is imposed on any party an obligation to use best efforts, commercially reasonable efforts, reasonable efforts or diligence or similar efforts, such party shall be required to exert those efforts or diligence only to the extent they are economically feasible, practicable and reasonable under the circumstances and shall not impose upon such party extraordinary financial or other burdens. As used herein, "good faith" means honesty in fact and in accordance with reasonable commercial standards of fair dealing in the commercial real estate business.
- (iii) Except as otherwise expressly provided in this Lease, all actions that any party may take and all consents, approvals and determinations that any party may make pursuant hereto may be taken and made at the sole and absolute discretion of that party. A reference to a party acting in its discretion means such party may act in its sole and absolute discretion unless such provision expressly provides for a different standard.

24.(b) **Other Terms.**

The following terms have the following meanings.

- (i) "**Abandonment**" or "**Vacation**" of the Premises by Tenant, or derivations thereof, means the failure of Tenant to have completed its initial alterations and equipping of the Premises and to have opened for business on the Commencement Date, or the closing of the Premises for business after Tenant has initially opened for business therein (if such failure or closing continues for more than three consecutive days on which Tenant is required pursuant to applicable terms of this Lease to keep the Premises open for business).
- (ii) "**Affiliate**" means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with the party in question.
- (iii) "**Laws**" means all (now existing or hereafter adopted, created or recorded) federal, state and local laws, rules and regulations, all court orders, governmental directives and governmental orders and all Matters of Record affecting Landlord, the Building, the Premises or other persons relating to any of the foregoing or any street, road, avenue or sidewalk comprising a part of or lying in front of the Building, including: (i) the Americans with Disabilities Act and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto (the "**ADA**") and any of the foregoing relating to handicapped access to the Premises; (ii) the building code of the City of Centerville and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions; (iii) the certificates of occupancy issued for the Building as then in force; and (iv) any and all terms of any and all easements, covenants, conditions or restrictions of record, declarations or other indentures, documents or instruments of record including deed restrictions or mortgages encumbering the Building.

24.(c) **Landlord Transfer.**

Landlord may not transfer the Property without the prior written consent of Tenant.

24.(d) **Liability of Landlord.**

The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Building, and Landlord shall not be personally liable for any deficiency. Tenant must notify Landlord in writing of any claim or cause of action for a default by Landlord not later than 91 days after the occurrence of such default, and any claim or cause of action brought with respect to a default by Landlord must be asserted not later than two years and one day after the occurrence of such default. Any claim or cause of action not timely raised in a notice and asserted shall be barred. The terms of this **Section 24.(d)** shall survive the termination or expiration of this Lease.

24.(e) **Notice.**

All notices and other communications given pursuant to this Lease shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested or deposited with a nationally-recognized overnight courier and addressed to the parties hereto at the address specified in the **Section 1** hereof, (ii) hand delivered to the intended address, or (iii) sent by facsimile transmission followed by a confirmatory letter by one of the foregoing means. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States Mail; notices by overnight courier shall be effective upon deposit with such courier; and all other notices shall be effective upon delivery to the address of the addressee. In addition to the foregoing, as a condition to the effectiveness of any notice from Tenant to Landlord regarding any disagreement, default, dispute, defense, claim or other assertion with which Landlord may disagree, Tenant must deliver a concurrent copy of such notice to Craver & Grothe, LLP, 303 W. State St., Centerville, IA 52544, Attn.: Michael D. Craver. Any notice executed and delivered by Landlord's legal counsel (or any other authorized agent of Landlord) shall be fully effective as if the same had been executed and delivered

by Landlord. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

24.(f) **Entire Agreement.**

This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. No representations, warranties or agreements have been made by Landlord or Tenant to the other with respect to this Lease. Before entering into this Lease, Tenant has made its own observations, studies, determinations and projections with respect to Tenant's business in the Premises and all other factors relevant to Tenant's decision to enter into this Lease.

24.(g) **Amendments: Binding Effect.**

This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease may be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord.

24.(h) **Quiet Enjoyment.**

Provided Tenant has performed all of its obligations under this Lease, subject to Landlord's rights under Section 6.(a), Landlord agrees that Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through or under Landlord, subject to the terms and conditions of this Lease and all matters of record.

24.(i) **Force Maieure.**

Other than for Tenant's monetary obligations under this Lease and obligations that can be cured by the payment of money (e.g., maintaining insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to terrorism, strikes, riots, acts of God, shortages of labor or materials, war, Laws, regulations or restrictions or any other causes of any kind whatsoever that are beyond the control of such party.

24.(j) **Joint and Several Liability; Survival.**

If Tenant is comprised of more than one party, then each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All obligations of Tenant and rights of Landlord not fully performed at the expiration of this Lease shall survive the termination or expiration of this Lease, including payment obligations with respect to Rent and obligations concerning the condition and repair of the Premises.

24.(k) **Brokerage.**

Tenant and Landlord represent and warrant to each other that such party is not represented by a broker with respect to this Lease.

24.(l) **Estoppel Certificates.**

From time to time, Tenant shall furnish to any party designated by Landlord, within five days after Landlord has made a request therefor, a certificate in the form required by Landlord or Landlord's lender and confirming and containing such other factual certifications and representations as to this Lease as Landlord may reasonably request.

24.(m) **Good Standing; Qualification.**

As of the Lease Date and at all times during the Term, Tenant shall be and remain in good standing with the Iowa Secretary of State. In addition, Tenant shall qualify to transact business or maintain a duly registered agent in Iowa when required by Law to do so.

24.(n) **Confidentiality.**

Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit and may not be disclosed by Tenant to anyone (other than Tenant's attorneys, accountants, consultants or as required by Law), by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

24.(o) **Counterparts.**

This Lease may be executed in any number of separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. An electronic transmission of a signature shall be binding on any party whose signature appears thereon.

24.(p) **Time of Essence.**

Time is of the essence in this Lease.

24.(q) **Governing Law.**

The Laws of the state of Iowa shall govern the validity, interpretation, performance and enforcement of this Lease.

24.(r) **Waiver of Jury Trial.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

24.(s) **Disclaimer of Suitability.**

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE OR WILL BE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

24.(t) **Hazardous Materials.**

The term "Hazardous Materials" means any substance, material or waste which is now or hereafter classified or considered to be hazardous, toxic or dangerous under any Law relating to pollution or the protection or regulation of human health, natural resources or the environment or poses or threatens to pose a hazard to the health or safety of persons on the Premises or in the Building. Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of Hazardous Materials on or about the Premises or the Building except in a manner and quantity necessary for the ordinary performance of Tenant's business, and then in compliance with all Laws. If Tenant breaches its obligations under this Section 24.(t), then Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials.

25. **EXHIBITS.**

Landlord and Tenant agree to the terms of each Exhibit to this Lease. If a Guaranty of Lease is listed below, then Tenant agrees to cause the Guarantor(s) to deliver an executed Guaranty of Lease in the form attached to this Lease as Exhibit D. A list of the Exhibits follows.

Exhibit A	- Legal Description of the Property and Depiction of Building and Premises
Exhibit A-1	- Depiction of Landlord Space
Exhibit B	- Construction and Tenant Improvements
Exhibit C	- Insurance Requirements
Exhibit D	- Guaranty of Lease
Exhibit E	- Amortization

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SIGNATURE PAGE(S) FOLLOWS.*

EXECUTED by the undersigned on the date(s) set forth below to be effective as of the Lease Date.

TENANT:

CENTERVILLE ARMORY, LLC,
an Iowa limited liability company

By: _____,

Printed Name: _____,

Title: _____

Date signed: _____

LANDLORD:

CITY OF CENTERVILLE, IOWA,
an Iowa municipal corporation

By: _____
Jason Fraser, City Administrator

Date signed: _____

EXHIBIT A
to
Industrial Lease

**LEGAL DESCRIPTION OF THE PROPERTY AND
DEPICTION OF THE BUILDING AND PROPERTY**

The Property is a tract of land in the Southeast Quarter of Section 6, Township 68 North, Range 17 West of the 5th P.M. Appanoose County, Iowa, more particularly described as being Lots 5, 6, 7, 8, and the South 240 feet of the East 150 feet of Outlot A, in Block 1 of LAKEVIEW INDUSTRIAL PARK as surveyed by Hoskins-Western-Sonderegger Engineers. Said preliminary plat being recorded in the Office of the Appanoose County Recorder on May 17, 1985 in Book 64 at page 203., SAVE AND EXCEPT THE FOLLOWING:

Parcel E located in the Southeast Quarter of Section 6, Township 68 North, Range 17 West of the 5th P.M., Appanoose County, Iowa, being a part of Lots 5 and 6, Block 1 of Lakeview Industrial Park Subdivision, more particularly described as follows:

Commencing at a set MagNail at the South Quarter Corner of Section 6, Township 68 North, Range 17 West of the 5th P.M., Appanoose County, Iowa and proceeding thence South 89° 51' 55" East 1040.00 feet along the South line of the Southeast Quarter of said Section 6; thence North 00° 48' 47" West 80.00 feet to the Southwest corner of Lot 5, Block 1 of Lakeview Industrial Park Subdivision, said point being the point of beginning; thence North 00° 48' 47" West 240.00 feet along the West line of said Lot 5 to a found pipe at the Northwest Corner of said Lot 5; thence South 89° 51' 54" East 565.00 feet along the North line of said Lot 5 and Lot 6, Block 1 of Lakeview Industrial Park Subdivision to a set iron pin; thence South 00° 48' 47" East 240.00 feet to a set iron pin on the South line of said Lot 6; thence North 89° 51' 54" West 565.00 feet along the South line of said Lot 6 and Lot 5 to the Point of Beginning, said Parcel containing 3.113 acres, more or less, subject to easements of record.

The Property and the Building are generally shown below:

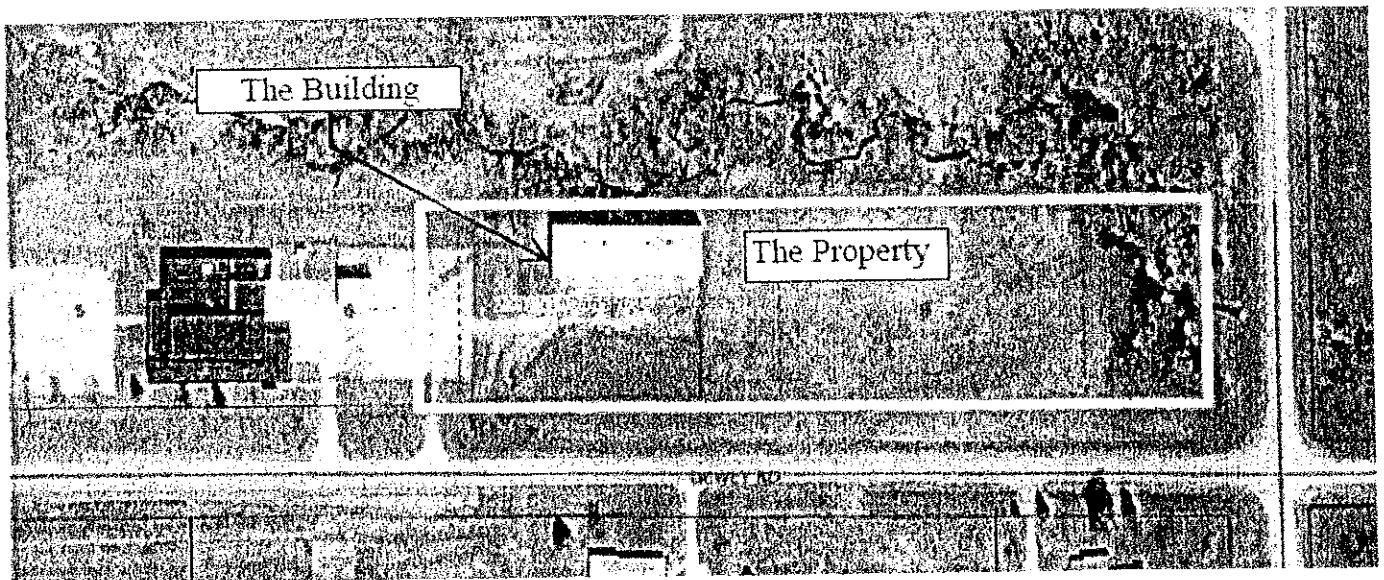


EXHIBIT A-1
to
Industrial Lease

DEPICTION OF THE
LANDLORD SPACE

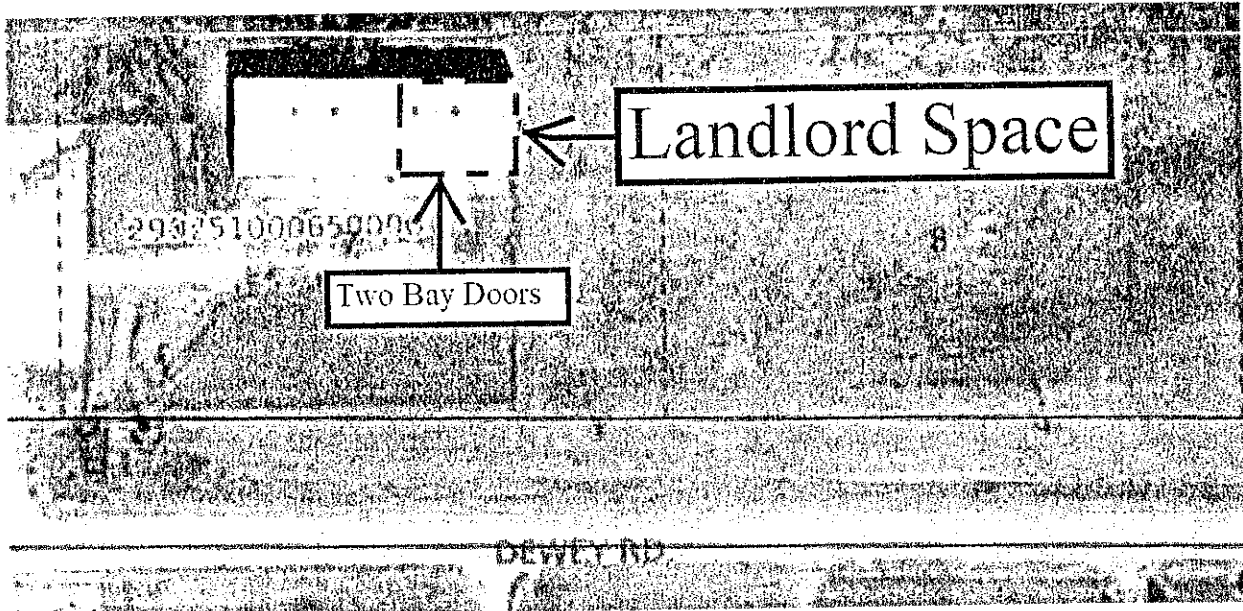


EXHIBIT B
to
Industrial Lease

INSURANCE REQUIREMENTS

Tenant agrees to maintain in full force during the Term and to cause its contractors and subcontractors (collectively, the "Tenant's Contractors") to maintain during the term of the Tenant's Work or longer as provided herein, insurance in compliance within the following requirements:

♦ **COVERAGE AND LIMITS**

Tenant (or Tenant's Contractors, as applicable) will purchase and maintain (with companies licensed to do business in the State of Iowa and having rates of *Best's Insurance Guide A/VII*, or better) insurance coverages and amounts as set forth below:

TYPE	AMOUNT	OTHER REQUIREMENTS
1. Workers' Compensation and Employer's Liability	Iowa Statutory Limits \$1,000,000 each accident \$1,000,000 policy limit bodily injury by disease \$1,000,000 each employee, bodily injury by disease	1. Waiver of subrogation in favor of Insured Parties 2. No " <u>alternative</u> " forms of coverage will be permitted 3. Insured Parties will be named as an " <u>alternate employer</u> "
2. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 product-completed operations aggregate limit \$1,000,000 personal and advertising injury limit \$50,000 fire legal liability \$5,000 medical expense limit	1. ISO form CG 0001 0196, or equivalent 2. Insured Parties will be named as " <u>additional insureds</u> " on ISO Form CG 2026 1185, or equivalent 3. Waiver of subrogation in favor of Insured Parties 4. Aggregate limit of insurance (per project/location) endorsement ISO CG 2504 and CG 2503 03 97, or equivalent 5. Deletion of exclusions for liability assumed under contract (personal and advertising injury) 6. No modification that would make Tenant's or Tenant's Contractors' policy excess over or contributory with Landlord's liability insurance 7. Defense will be provided as an additional benefit and not included within the limit of liability
3. Business Automobile Liability (Occurrence Basis)	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent	1. ISO form CA 0001 1001 or equivalent 2. Insured Parties will be named as "additional insureds" 3. Waiver of subrogation in favor of Insured Parties 4. Includes owned, hired and non-owned vehicles
4. Umbrella Liability (Occurrence Basis)	\$5,000,000	1. Written on a follow form basis above the coverage referenced above 2. Same inception and expiration dates as commercial general liability insurance 3. Aggregate limit of insurance per project/location endorsement

TYPE	AMOUNT	OTHER REQUIREMENTS																
5. Builders Risk Property Insurance (To be maintained by Tenant's Contractors)	1. Coverage on a completed value basis 2. Amount of coverage; initial price of Tenant's Work, subject to subsequent modification of Tenant's Work 3. Property covered: <ul style="list-style-type: none">• Entire Tenant's Work at the Premises• All structures under construction• All property on the Premises for installation, including materials and supplies• All property at other locations but intended for use at the Premises for installation, including materials and supplies• All property in transit to the Premises, including materials and supplies• All temporary structures at the Premises, including scaffolding, falsework and temporary buildings	1. ISO Special form, or equivalent 2. Required Endorsements: <table><tr><td>Agreed Value</td><td>Policy limit</td></tr><tr><td>Damage arising from collapse</td><td>Policy limit</td></tr><tr><td>Debris removal additional limit</td><td>\$1,000,000</td></tr><tr><td>Ordinance or law</td><td>Policy limit</td></tr><tr><td>Pollutant clean up or removal</td><td>\$25,000</td></tr><tr><td>Preservation of property</td><td>Policy limit</td></tr><tr><td>Replacement cost</td><td>Policy limit</td></tr><tr><td>Testing</td><td>Policy limit</td></tr></table> 3. No protective safeguard warranty permitted 4. Name Insured Parties as Loss Payees	Agreed Value	Policy limit	Damage arising from collapse	Policy limit	Debris removal additional limit	\$1,000,000	Ordinance or law	Policy limit	Pollutant clean up or removal	\$25,000	Preservation of property	Policy limit	Replacement cost	Policy limit	Testing	Policy limit
Agreed Value	Policy limit																	
Damage arising from collapse	Policy limit																	
Debris removal additional limit	\$1,000,000																	
Ordinance or law	Policy limit																	
Pollutant clean up or removal	\$25,000																	
Preservation of property	Policy limit																	
Replacement cost	Policy limit																	
Testing	Policy limit																	
6. Causes of Loss – Special Form (formerly known as "All Risk") Property Insurance (To be maintained by Tenant)	100% replacement cost of the Building all of Tenant's Work and any subsequent leasehold improvements and Tenant's fixtures, merchandise, equipment and other personal property located in, on or about the Premises	1. ISO form CP 1030, or equivalent 2. Name Insured Parties as Loss Payees 3. Contain only standard printed exclusions. 4. Equipment floater to cover Tenant's equipment 5. Waiver of subrogation in favor of Insured Parties																

◆ OTHER REQUIREMENTS

Any aggregate limit that is reduced below 75% of the limit required by this Lease because of losses incurred must be reinstated by Tenant or Tenant's Contractors. No deductible or self-insured retention in excess of \$10,000 is allowed without the prior written approval of Landlord.

◆ EVIDENCE OF INSURANCE REQUIRED

Tenant and Tenant's Contractors shall not commence any Tenant's Work or occupy the Premises until all of the insurance requirements contained in this Exhibit B have been provided and complied with, and until a Certificate of Insurance has been provided to Landlord. Further, evidence of the required insurance shall be delivered to Landlord at least five days prior to the expiration of current policies. The "ACORD Form 25 Certificates of Liability Insurance" for liability coverages, "ACORD Form 27 Evidence of Property Insurance" for property coverages or another substitute approved in advance by Landlord 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, material change or non-renewal of insurance and be accompanied by copies of all required endorsements. If requested in writing by Landlord, Tenant shall provide or cause Tenant's Contractors to provide Landlord a certified copy of any or all insurance policies or endorsements required under this Exhibit B.

♦ **INSURANCE REQUIRED FOR LEASE TERM**

Any and all insurance required by this Exhibit B to be provided by Tenant shall be maintained during the entire Term, including any extensions thereto. Any and all insurance required by this Exhibit B to be provided by Tenant's Contractors shall be maintained during the entire term of Tenant's Work, including any extensions thereto.

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

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

♦ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit B requiring an additional insured endorsement shall be endorsed, using additional insured endorsement CG 2026 (or broader endorsement) to name as additional insureds Landlord and its officers, council members, agents, employees and lenders (collectively, the "Insured Parties").

♦ **PRIMARY COVERAGE**

The coverage afforded the additional insureds shall be primary insurance. If any additional insureds have other insurance applicable to the loss, then such other insurance shall be on an excess or contingent basis and shall apply only to such additional insureds.

EXHIBIT C
to
Industrial Lease

GUARANTY OF LEASE

As a material inducement to Landlord to enter into the Industrial Lease dated _____ (the "Lease"), between _____, as Tenant, and the City of Centerville, Iowa, as Landlord, _____ ("Guarantor"), for \$10.00 and other good and valuable consideration, hereby unconditionally and irrevocably guarantees the complete and timely performance of each obligation of Tenant (and any assignee) under the Lease and any extensions or renewals of and amendments to the Lease. This Guaranty is an absolute, primary and continuing, guaranty of payment and performance and is independent of Tenant's obligations under the Lease. Guarantor (and if this Guaranty is signed by more than one person or entity, each Guarantor hereunder) shall be primarily liable, jointly and severally, with Tenant and any other guarantor of Tenant's obligations. Guarantor waives any right to require Landlord to (a) join Tenant with Guarantor in any suit arising under this Guaranty, (b) proceed against or exhaust any security given to secure Tenant's obligations under the Lease or (c) pursue or exhaust any other remedy in Landlord's power. Landlord may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease. Guarantor hereby waives all demands for performance, notices of performance and notices of acceptance of this Guaranty. The liability of Guarantor under this Guaranty will not be affected by (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary, (2) the rejection or disaffirmance of the Lease in any such proceeding or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease. Guarantor shall pay to Landlord all costs incurred by Landlord in enforcing this Guaranty (including, reasonable attorneys' fees and expenses). The obligations of Tenant under the Lease to execute and deliver estoppel statements, as therein provided, shall be deemed to also require the Guarantor hereunder to do so and provide the same relative to Guarantor following written request by Landlord in accordance with the terms of the Lease.

GUARANTOR:

Blake Waldrop

EXHIBIT D
to
Industrial Lease

LOAN AMORTIZATION SCHEDULE



MyCalculators.com
Amortization Schedule
\$ 316,581.62 Loan
5.25% Interest Rate -Compounded Monthly
119 Months

<u>Month</u>		<u>Payment</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Remaining Balance</u>
1	Feb	\$ 3,418.38	\$ 2,033.34	\$ 1,385.04	\$ 314,548.28
2	Mar	\$ 3,418.38	\$ 2,042.23	\$ 1,376.15	\$ 312,506.05
3	Apr	\$ 3,418.38	\$ 2,051.17	\$ 1,367.21	\$ 310,454.88
4	May	\$ 3,418.38	\$ 2,060.14	\$ 1,358.24	\$ 308,394.74
5	June	\$ 3,418.38	\$ 2,069.15	\$ 1,349.23	\$ 306,325.59
6	July	\$ 3,418.38	\$ 2,078.21	\$ 1,340.17	\$ 304,247.38
7	Aug	\$ 3,418.38	\$ 2,087.30	\$ 1,331.08	\$ 302,160.08
8	Sept	\$ 3,418.38	\$ 2,096.43	\$ 1,321.95	\$ 300,063.65
9	Oct	\$ 3,418.38	\$ 2,105.60	\$ 1,312.78	\$ 297,958.05
10	Nov	\$ 3,418.38	\$ 2,114.81	\$ 1,303.57	\$ 295,843.24
11	Dec	\$ 3,418.38	\$ 2,124.07	\$ 1,294.31	\$ 293,719.17
Totals Paid in 2019		\$ 37,602.18	\$ 22,862.45	\$ 14,739.73	
12	Jan	\$ 3,418.38	\$ 2,133.36	\$ 1,285.02	\$ 291,585.81
13	Feb	\$ 3,418.38	\$ 2,142.69	\$ 1,275.69	\$ 289,443.12
14	Mar	\$ 3,418.38	\$ 2,152.07	\$ 1,266.31	\$ 287,291.05
15	Apr	\$ 3,418.38	\$ 2,161.48	\$ 1,256.90	\$ 285,129.57
16	May	\$ 3,418.38	\$ 2,170.94	\$ 1,247.44	\$ 282,958.63
17	June	\$ 3,418.38	\$ 2,180.44	\$ 1,237.94	\$ 280,778.19
18	July	\$ 3,418.38	\$ 2,189.98	\$ 1,228.40	\$ 278,588.21
19	Aug	\$ 3,418.38	\$ 2,199.56	\$ 1,218.82	\$ 276,388.65
20	Sept	\$ 3,418.38	\$ 2,209.18	\$ 1,209.20	\$ 274,179.47
21	Oct	\$ 3,418.38	\$ 2,218.84	\$ 1,199.54	\$ 271,960.63
22	Nov	\$ 3,418.38	\$ 2,228.55	\$ 1,189.83	\$ 269,732.08
23	Dec	\$ 3,418.38	\$ 2,238.30	\$ 1,180.08	\$ 267,493.78
Totals Paid in 2020		\$ 41,020.56	\$ 26,225.39	\$ 14,795.17	
24	Jan	\$ 3,418.38	\$ 2,248.09	\$ 1,170.29	\$ 265,245.69

25	Feb	\$ 3,418.38	\$ 2,257.93	\$ 1,160.45	\$ 262,987.76
26	Mar	\$ 3,418.38	\$ 2,267.81	\$ 1,150.57	\$ 260,719.95
27	Apr	\$ 3,418.38	\$ 2,277.73	\$ 1,140.65	\$ 258,442.22
28	May	\$ 3,418.38	\$ 2,287.70	\$ 1,130.68	\$ 256,154.52
29	June	\$ 3,418.38	\$ 2,297.70	\$ 1,120.68	\$ 253,856.82
30	July	\$ 3,418.38	\$ 2,307.76	\$ 1,110.62	\$ 251,549.06
31	Aug	\$ 3,418.38	\$ 2,317.85	\$ 1,100.53	\$ 249,231.21
32	Sept	\$ 3,418.38	\$ 2,327.99	\$ 1,090.39	\$ 246,903.22
33	Oct	\$ 3,418.38	\$ 2,338.18	\$ 1,080.20	\$ 244,565.04
34	Nov	\$ 3,418.38	\$ 2,348.41	\$ 1,069.97	\$ 242,216.63
35	Dec	\$ 3,418.38	\$ 2,358.68	\$ 1,059.70	\$ 239,857.95
Totals Paid in 2021		\$ 41,020.56	\$ 27,635.83	\$ 13,384.73	

36	Jan	\$ 3,418.38	\$ 2,369.00	\$ 1,049.38	\$ 237,488.95
37	Feb	\$ 3,418.38	\$ 2,379.37	\$ 1,039.01	\$ 235,109.58
38	Mar	\$ 3,418.38	\$ 2,389.78	\$ 1,028.60	\$ 232,719.80
39	Apr	\$ 3,418.38	\$ 2,400.23	\$ 1,018.15	\$ 230,319.57
40	May	\$ 3,418.38	\$ 2,410.73	\$ 1,007.65	\$ 227,908.84
41	June	\$ 3,418.38	\$ 2,421.28	\$ 997.10	\$ 225,487.56
42	July	\$ 3,418.38	\$ 2,431.87	\$ 986.51	\$ 223,055.69
43	Aug	\$ 3,418.38	\$ 2,442.51	\$ 975.87	\$ 220,613.18
44	Sept	\$ 3,418.38	\$ 2,453.20	\$ 965.18	\$ 218,159.98
45	Oct	\$ 3,418.38	\$ 2,463.93	\$ 954.45	\$ 215,696.05
46	Nov	\$ 3,418.38	\$ 2,474.71	\$ 943.67	\$ 213,221.34
47	Dec	\$ 3,418.38	\$ 2,485.54	\$ 932.84	\$ 210,735.80
Totals Paid in 2022		\$ 41,020.56	\$ 29,122.15	\$ 11,898.41	

48	Jan	\$ 3,418.38	\$ 2,496.41	\$ 921.97	\$ 208,239.39
49	Feb	\$ 3,418.38	\$ 2,507.33	\$ 911.05	\$ 205,732.06
50	Mar	\$ 3,418.38	\$ 2,518.30	\$ 900.08	\$ 203,213.76
51	Apr	\$ 3,418.38	\$ 2,529.32	\$ 889.06	\$ 200,684.44
52	May	\$ 3,418.38	\$ 2,540.39	\$ 877.99	\$ 198,144.05
53	June	\$ 3,418.38	\$ 2,551.50	\$ 866.88	\$ 195,592.55
54	July	\$ 3,418.38	\$ 2,562.66	\$ 855.72	\$ 193,029.89
55	Aug	\$ 3,418.38	\$ 2,573.87	\$ 844.51	\$ 190,456.02
56	Sept	\$ 3,418.38	\$ 2,585.13	\$ 833.25	\$ 187,870.89
57	Oct	\$ 3,418.38	\$ 2,596.44	\$ 821.94	\$ 185,274.45
58	Nov	\$ 3,418.38	\$ 2,607.80	\$ 810.58	\$ 182,666.65
59	Dec	\$ 3,418.38	\$ 2,619.21	\$ 799.17	\$ 180,047.44

Totals Paid in 2023 \$ 41,020.56 \$ 30,688.36 \$ 10,332.20

60	Jan	\$ 3,418.38	\$ 2,630.67	\$ 787.71	\$ 177,416.77
61	Feb	\$ 3,418.38	\$ 2,642.18	\$ 776.20	\$ 174,774.59
62	Mar	\$ 3,418.38	\$ 2,653.74	\$ 764.64	\$ 172,120.85
63	Apr	\$ 3,418.38	\$ 2,665.35	\$ 753.03	\$ 169,455.50
64	May	\$ 3,418.38	\$ 2,677.01	\$ 741.37	\$ 166,778.49
65	June	\$ 3,418.38	\$ 2,688.72	\$ 729.66	\$ 164,089.77
66	July	\$ 3,418.38	\$ 2,700.49	\$ 717.89	\$ 161,389.28
67	Aug	\$ 3,418.38	\$ 2,712.30	\$ 706.08	\$ 158,676.98
68	Sept	\$ 3,418.38	\$ 2,724.17	\$ 694.21	\$ 155,952.81
69	Oct	\$ 3,418.38	\$ 2,736.09	\$ 682.29	\$ 153,216.72
70	Nov	\$ 3,418.38	\$ 2,748.06	\$ 670.32	\$ 150,468.66
71	Dec	\$ 3,418.38	\$ 2,760.08	\$ 658.30	\$ 147,708.58
Totals Paid in 2024		\$ 41,020.56	\$ 32,338.86	\$ 8,681.70	

72	Jan	\$ 3,418.38	\$ 2,772.15	\$ 646.23	\$ 144,936.43
73	Feb	\$ 3,418.38	\$ 2,784.28	\$ 634.10	\$ 142,152.15
74	Mar	\$ 3,418.38	\$ 2,796.46	\$ 621.92	\$ 139,355.69
75	Apr	\$ 3,418.38	\$ 2,808.70	\$ 609.68	\$ 136,546.99
76	May	\$ 3,418.38	\$ 2,820.99	\$ 597.39	\$ 133,726.00
77	June	\$ 3,418.38	\$ 2,833.33	\$ 585.05	\$ 130,892.67
78	July	\$ 3,418.38	\$ 2,845.72	\$ 572.66	\$ 128,046.95
79	Aug	\$ 3,418.38	\$ 2,858.17	\$ 560.21	\$ 125,188.78
80	Sept	\$ 3,418.38	\$ 2,870.68	\$ 547.70	\$ 122,318.10
81	Oct	\$ 3,418.38	\$ 2,883.24	\$ 535.14	\$ 119,434.86
82	Nov	\$ 3,418.38	\$ 2,895.85	\$ 522.53	\$ 116,539.01
83	Dec	\$ 3,418.38	\$ 2,908.52	\$ 509.86	\$ 113,630.49
Totals Paid in 2025		\$ 41,020.56	\$ 34,078.09	\$ 6,942.47	

84	Jan	\$ 3,418.38	\$ 2,921.25	\$ 497.13	\$ 110,709.24
85	Feb	\$ 3,418.38	\$ 2,934.03	\$ 484.35	\$ 107,775.21
86	Mar	\$ 3,418.38	\$ 2,946.86	\$ 471.52	\$ 104,828.35
87	Apr	\$ 3,418.38	\$ 2,959.76	\$ 458.62	\$ 101,868.59
88	May	\$ 3,418.38	\$ 2,972.70	\$ 445.68	\$ 98,895.89
89	June	\$ 3,418.38	\$ 2,985.71	\$ 432.67	\$ 95,910.18
90	July	\$ 3,418.38	\$ 2,998.77	\$ 419.61	\$ 92,911.41
91	Aug	\$ 3,418.38	\$ 3,011.89	\$ 406.49	\$ 89,899.52
92	Sept	\$ 3,418.38	\$ 3,025.07	\$ 393.31	\$ 86,874.45

**OPTION CONTRACT
Former Armory Garage**

This OPTION CONTRACT (this "Agreement") is dated to be effective as of the 1st day of January, 2019 (the "Effective Date"), by and between THE CITY OF CENTERVILLE, IOWA, an Iowa municipal corporation ("Owner") and CENTERVILLE ARMORY, LLC, an Iowa limited liability company ("Buyer").

RECITALS:

A. Owner holds record title to that certain tract of land in Appanoose County, Iowa and being more particularly described on Exhibit A attached hereto, together with any easements and servient estates appurtenant to such property described on such Exhibit A (collectively, the "Property").

B. On the Effective Date, Buyer leased the Property from Owner pursuant to that certain Industrial Lease dated on or about the Effective Date between Buyer and Owner, as may be renewed and extended from time to time (the "Lease"), the terms of the Lease are incorporated herein by reference.

C. Pursuant to Section 5 of the Lease, Owner agreed to convey an option to purchase the Property to Buyer subject to the terms and conditions set forth below.

AGREEMENTS:

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Owner and Buyer agree as follows:

1. **The Option**. Upon the terms and conditions set forth in this Agreement, Owner hereby grants to Buyer an option ("Option") to purchase all of the Property subject to this Agreement. The term of the Option ("Option Period") shall commence on the Effective Date and expire on the earlier of (a) December 31, 2028 or (b) the date the Lease is terminated.

2. **Consideration and Purchase Price**. In consideration for the Option and pursuant to the Lease, Buyer leased the Property from Owner. Buyer has the option to purchase the Property for the amount set forth in Section 5 of the Lease (the "Purchase Price").

3. **Exercise of Option**. During the Option Period and so long as (a) an Event of Default (as defined in the Lease) is not then occurring and (b) the Lease has not been terminated, Buyer may exercise the Option by delivering a written notice thereof to Owner ("Exercise Notice" and the date such Exercise Notice is given is referred to herein as the "Exercise Date").

4. **Permitted Exceptions.** If the Option is exercised by Buyer, Owner represents and warrants that as of the Closing Date (defined below) that Owner owns fee simple title to the Property, subject only to (a) any reasonable and existing (as of the Effective Date) (i) easements of record for public utilities, roads and highways, (ii) zoning restrictions, and (iii) mineral rights of record, (b) as of the Closing Date, any matters affecting title after the Effective Date that were not caused by Owner, and (c) Owner's use of the Owner Space as defined and described in the following paragraph (collectively, the "Permitted Exceptions").

From the Closing Date (defined below) until the earlier to occur of (i) December 31, 2028, and (ii) the date specified by Owner in a notice to Buyer (the "Owner Use Period"), Owner reserves for itself and shall have the sole and exclusive right to use approximately 2/5th of the building located on the Property, as described and depicted on the attached Exhibit A-1 (the "Owner Space") for the following uses: vehicle, equipment and material parking and storage. In addition, during the Owner Use Period, Owner shall have a non-exclusive right for vehicular and pedestrian access to the Owner Space across the Property. During the Owner Use Period, Owner shall pay Buyer \$1,367.35 per month as compensation for Owner's use of the Owner Space, such payment in partial months during the Owner Use Period shall be prorated. Owner and Buyer may agree, each in their sole discretion, to additional written rules and regulations regarding Owner's use of the Owner Space from time to time.

5. **Abstracts.** If the Option is exercised by Buyer, Owner, at Owner's cost, shall provide an abstract of title to the Property from the root of title through the Exercise Date and deliver the abstract to Buyer's attorney ("Buyer's Attorney") for examination (as continued, the "Abstract"). The Abstract shall show merchantable title to the Property in Owner, in conformity with this Agreement, Iowa law and the Iowa Title Standards of the Iowa State Bar Association and the title to Property shall be subject to the Permitted Exceptions only. Owner shall pay all costs related to such continuation of the Abstract.

6. **Fixtures and Personal Property.** All property that integrally belongs to or is part of the Property shall be considered a part of the Property and included in this sale.

7. **Authority.** Owner is, and at the Closing will be, authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Owner under this Agreement. Owner's right to execute this Agreement is not limited by any other agreements. The person signing this Agreement on behalf of Owner has been authorized to do so. The execution and delivery of this Agreement, the consummation of the transactions described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Owner is a party or by which Owner or the Property are bound, or violate any regulation, law, court order, judgment or decree applicable to Owner or the Property. The consent of no other person or entity is required for the Owner to enter into this Agreement or consummate the transactions contemplated hereby.

8. **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 Buyer's Attorney on or before the date that is 20 business days after the Exercise Date (the "Closing Date").

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

- i. A Corporate Warranty Deed in a form reasonably acceptable to Buyer's Attorney signed by Owner conveying unto Buyer fee simple title to the Property, free and clear of any liens, encumbrances, easements or other matters affecting title to the Property except the Permitted Exceptions;
 - ii. The Abstract; and
 - iii. Possession of the Property.
- c. Adjustments and Prorations. Buyer shall pay all real estate taxes through the and after the Closing Date, including any unpaid real estate taxes for prior tax years.
- d. 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.

9. **Remedies of Parties.**

- a. Default by Either Party. If either party fails to perform its obligations under this Agreement, the non-defaulting party may exercise any and all other remedies or action at law or in equity available to it.
- b. 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 costs of court incurred in such lawsuit.
- c. Survival. This section shall survive the Closing or the earlier termination of this Agreement.

10. **Miscellaneous.**

- a. Severability. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of 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 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-day's prior notice of such change to the other party hereto in the manner prescribed herein.
- c. Entire Agreement; Modification. This Agreement and the exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede 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. Amendments; 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. Joint Tenancy. If Owner, immediately preceding this Agreement held title to the real estate in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Owner, then the proceeds of this sale and any continuing or recaptured rights of Owner in the real estate shall belong to Owner as joint tenants with full rights of survivorship and not as tenants in common; and Buyer, in the event of the death of either Owner, agrees to pay any balance of the price due Owner under this Agreement to the surviving Owner and to accept a deed from the surviving Owner.

g. Blocked Persons. Buyer and Owner 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.

h. 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 be assigned in whole or in part by Buyer to any affiliate of Buyer. This Agreement may not be assigned by Owner without the prior written consent of Buyer.

i. 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.

j. 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.

EXECUTED the _____ day of _____, 20__, to be effective as of the Effective Date.

Owner:

THE CITY OF CENTERVILLE, IOWA,
an Iowa municipal corporation

By: _____
Jason Fraser, City Administrator

Notice Address:

City of Centerville, Iowa
312 E. Maple St.
Centerville, IA 52544
Attn.: City Administrator

STATE OF IOWA :
: SS.
COUNTY OF APPANOOSE :

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Fraser, City Administrator of the City of Centerville, Iowa, an Iowa municipal corporation, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that such person executed the same as such person's voluntary act and deed, on behalf of said corporation.

Notary Public in and for the State of Iowa

Buyer:

CENTERVILLE ARMORY, LLC,
an Iowa limited liability company,

By: _____
Printed Name: _____
Title: _____

Notice Address:
Centerville Armory, LLC
22800 Dewey Rd
Centerville, IA 52544

STATE OF IOWA :
: SS.
COUNTY OF _____ :

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ of Centerville Armory, LLC, an Iowa limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that such person executed the same as such person's voluntary act and deed, on behalf of said corporation.

Notary Public in and for the State of Iowa

Exhibit A

The Property

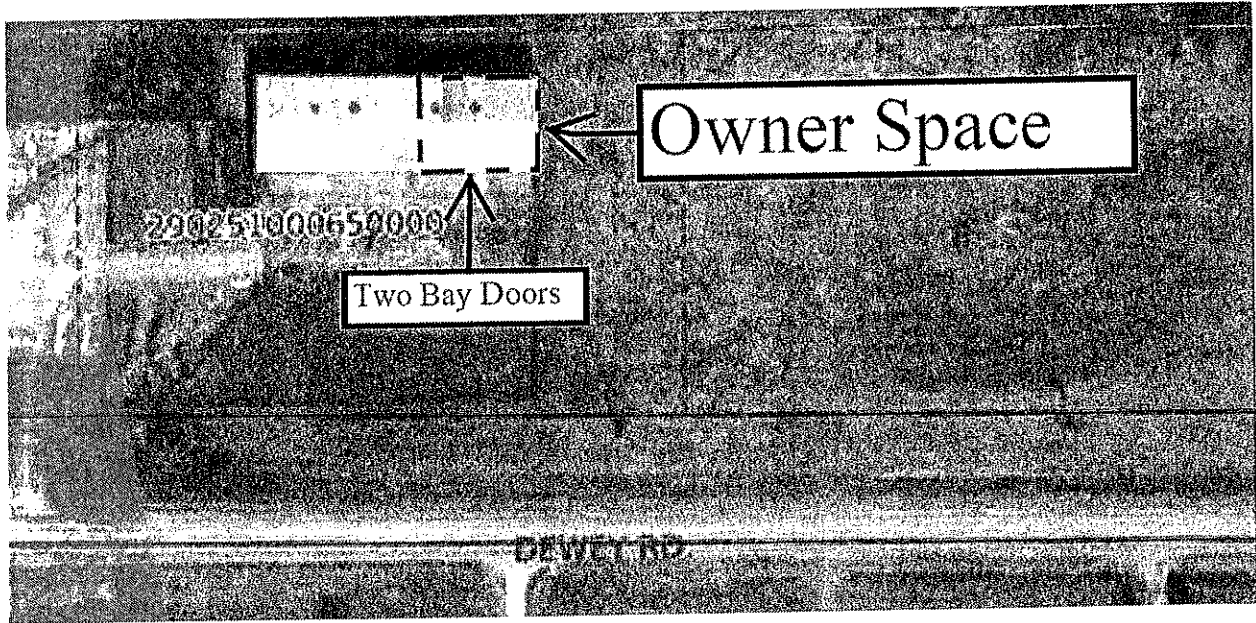
A tract of land in the Southeast Quarter of Section 6, Township 68 North, Range 17 West of the 5th P.M. Appanoose County, Iowa, more particularly described as being Lots 5, 6, 7, 8, and the South 240 feet of the East 150 feet of Outlot A, in Block 1 of LAKEVIEW INDUSTRIAL PARK as surveyed by Hoskins-Western-Sonderegger Engineers. Said preliminary plat being recorded in the Office of the Appanoose County Recorder on May 17, 1985 in Book 64 at page 203., SAVE AND EXCEPT THE FOLLOWING:

Parcel E located in the Southeast Quarter of Section 6, Township 68 North, Range 17 West of the 5th P.M., Appanoose County, Iowa, being a part of Lots 5 and 6, Block 1 of Lakeview Industrial Park Subdivision, more particularly described as follows:

Commencing at a set MagNail at the South Quarter Corner of Section 6, Township 68 North, Range 17 West of the 5th P.M., Appanoose County, Iowa and proceeding thence South 89° 51' 55" East 1040.00 feet along the South line of the Southeast Quarter of said Section 6; thence North 00° 48' 47" West 80.00 feet to the Southwest corner of Lot 5, Block 1 of Lakeview Industrial Park Subdivision, said point being the point of beginning; thence North 00° 48' 47" West 240.00 feet along the West line of said Lot 5 to a found pipe at the Northwest Corner of said Lot 5; thence South 89° 51' 54" East 565.00 feet along the North line of said Lot 5 and Lot 6, Block 1 of Lakeview Industrial Park Subdivision to a set iron pin; thence South 00° 48' 47" East 240.00 feet to a set iron pin on the South line of said Lot 6; thence North 89° 51' 54" West 565.00 feet along the South line of said Lot 6 and Lot 5 to the Point of Beginning, said Parcel containing 3.113 acres, more or less, subject to easements of record.

Exhibit A-1

The Owner Space



RESOLUTION NO. 2022-3875

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2022**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

WHEREAS, the utility franchise agreement passed and approved on March 3, 2014, allows for construction and repair of sidewalks and public grounds; and

WHEREAS, the said agreement also allows for equipping of the police and fire departments;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follows:

SECTION 1. Cash Transfer

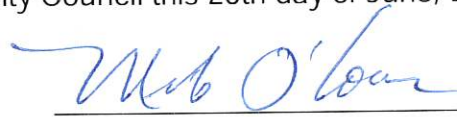
Transferred from: Utility Franchise Fund – 008-910-6910
Transferred to: General Fund – 001-910-4830
Total Transfer Amount: \$443,522.17

Explanation of Activity: This transfer to the General Fund will cover the City's share of expenses from the Safe Routes to School project (\$443,522.17); with the balance being used for park equipment and renovations, and police and fire equipment.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

SECTION 3. This resolution shall be effective on June 20, 2022.

PASSED AND APPROVED by the City Council this 20th day of June, 2022.



Mike O'Conner, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3871

**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 located at 1605 S. 21st St. and 1611 S. 21st St., Centerville, Appanoose County, Iowa, 52544, legally described as follows (the "Property"):

Cottage Grove Lot 5, City of Centerville, Iowa.

And

Lots 6 and 7 in Cottage Grove Addition to the City of Centerville, Iowa, except the coal underlying the same.

WHEREAS, the City Council of the City desires to sell the Property to JOSEPH A. VARESE, SHIRLEY L. VARESE and MELANIE R. COWAN, as joint tenants with full rights of survivorship and not as tenants in common ("Buyer") for \$1,000.00 (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.

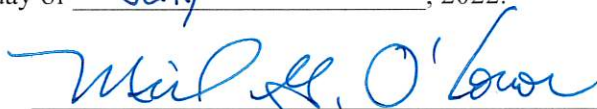
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. The Offer will be considered by the City Council at a meeting to be held commencing at 6:00 P.M. on July 18th, 2022, 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 6th day of July, 2022.



Michael G. O'Connor, Mayor

Attest:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3874

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2022**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follows:

SECTION 1. Cash Transfer

Transferred from: Emergency Levy Fund – 119-910-6910

Transferred to: General Fund – 001-910-4830

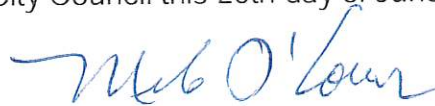
Total Transfer Amount: \$38,992.18

Explanation of Activity: Per Auditor recommendation, this is the year-to-date balance in the Emergency Levy Fund (\$38,992.18) that should be transferred to the General Fund at the Fiscal Year End.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

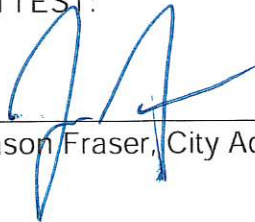
SECTION 3. This resolution shall be effective June 20, 2022.

PASSED AND APPROVED by the City Council this 20th day of June, 2022.



Mike O'Conner, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3875

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2022**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

WHEREAS, the utility franchise agreement passed and approved on March 3, 2014, allows for construction and repair of sidewalks and public grounds; and

WHEREAS, the said agreement also allows for equipping of the police and fire departments;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follows:

SECTION 1. Cash Transfer

Transferred from: Utility Franchise Fund – 008-910-6910

Transferred to: General Fund – 001-910-4830

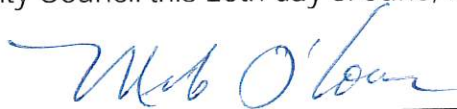
Total Transfer Amount: \$443,522.17

Explanation of Activity: This transfer to the General Fund will cover the City's share of expenses from the Safe Routes to School project (\$443,522.17); with the balance being used for park equipment and renovations, and police and fire equipment.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

SECTION 3. This resolution shall be effective on June 20, 2022.

PASSED AND APPROVED by the City Council this 20th day of June, 2022.



Mike O'Conner, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3876

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2022**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

WHEREAS, thirteen and one-half percent of the Local Options Sales Tax was designated for the Law Center Fund; and

WHEREAS, those funds collected/deposited in the Local Option Sales Tax Law Center Fund shall be transferred to the New Law Center Fund.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follows:

SECTION 1. Cash Transfer

Transferred from: L.O.S.T Law Center Fund – 126-910-6910

Transferred to: New Law Center Fund – 131-910-4830


Total Transfer Amount: \$129,084.96

Explanation of Activity: Per Auditor recommendation, this is the year-to-date amount collected/deposited into the Local Option Sales Tax Law Center Fund during fiscal year 2022 (\$129,084.96) that should be transferred to the New Law Center Fund at the Fiscal Year End.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

SECTION 3. This resolution shall be effective on June 30, 2022.

PASSED AND APPROVED by the City Council this 20th day of June, 2022.


Mike O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3877

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2022**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

WHEREAS, thirty-five percent of the Local Options Sales Tax was designated for the reduction in DNR sewer fees; and

WHEREAS, those funds collected/deposited in the Local Option Sales Tax Sewer Fund shall be transferred to the Sewer Operating Fund.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follows:

SECTION 1. Cash Transfer

Transferred from: L.O.S.T Sewer Fund – 129-910-6910

Transferred to: Sewer Operating Fund – 610-910-4830

Total Transfer Amount: \$193,446.15

Explanation of Activity: Per Auditor recommendation, this is the year-to-date amount collected/deposited into the Local Option Sales Tax Sewer Fund during fiscal year 2022 (\$193,446.15) that should be transferred to the Sewer Operating Fund at the Fiscal Year End.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

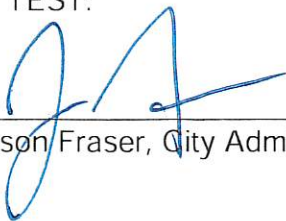
SECTION 3. This resolution shall be effective on June 30, 2022.

PASSED AND APPROVED by the City Council this 20th day of June, 2022.



Mike O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3878

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2022**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer as follows:

CASH TRANSFER:

Transferred from: Sewer Bond Sinking Fund – 610-910-4830
Transferred to: Sewer Utility Fund – 611-910-6910
Transfer Amount: \$5,038.51

Explanation of Activity: Payments were made from the Sewer Bond Sinking Fund to close out the debt from a previous SRF funded Sewer Improvement. This transfer from the Sewer Utility Fund to the Sewer Bond Sinking Fund in the amount of \$5,038.51 to make the balance \$0.00.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

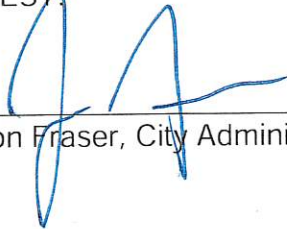
SECTION 3. This resolution shall be effective on June 20, 2022.

PASSED AND APPROVED by the City Council this 20th day of December, 2022.



Mike O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3879

RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2022

WHEREAS, the City Council approved transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follow:

CASH TRANSFER:

Transferred from: Special Assessments – 009-910-6910

Transferred to: Debt Service – 200-910-4830

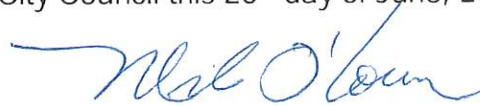
Amount: \$ 6,772.00

SECTION 1. Explanation of Activity:

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

SECTION 3. This resolution shall be effective on June 20, 2022.

PASSED AND APPROVED by the City Council this 20th day of June, 2022.



Mike O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

2022 - 3880

APPLICATION FOR TAX EXEMPTION

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax exemption established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, Code of Iowa, and does hereby submit the following information relating thereto:

Name of Owner: Jeremy Barber, Elizabeth Conn

Address of Owner: 1521 S. Main Centerville IA

Location of Improvement: 11602 Drake

Legal Description of Property: 001-068-018

Reynolds Sub lot 1 B/K 1

Residential, Commercial, or Industrial Use: Residential

Nature of Improvement: Updating garage

Present Assessed Value: 116560

Estimated Cost of Improvement (must increase assessed value more than 10% to qualify): 7,000

Estimated Date of Completion of Improvement: 10-1-22

Elizabeth Conn
Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on June 20th, 2022

[Signature]
City Administrator

RESOLUTION NO. 2022-3881

RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY

WHEREAS, an offer has been made by CHARITON VALLEY REGIONAL HOUSING TRUST FUND, INC. an Iowa non-profit corporation ("Buyer") to purchase from the City of Centerville, Iowa (the "City") that certain real property located at S. 15th St., Centerville, Appanoose County, Iowa, 52544, (Appanoose County Assessor Parcel No. 340011026150000) legally described as follows:

NORTH 30 FEET OF LOT 10 IN SUNNYSIDE ADDITION TO CENTERVILLE,
IOWA, EXCEPT THE COAL;

for the sum of \$10.00 and other valuable consideration (the "Purchase Price"), and a copy of the proposed Real Estate Purchase Agreement is attached hereto as Exhibit "A" (the "Agreement");

WHEREAS, a notice of the proposal to convey the Property to Buyer (the "Notice") was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Ottumwa Courire, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to the Notice a public hearing was held in the Council Chambers at City Hall, 312 E. Maple St., Centerville, Iowa at 6:00 p.m. on June 20, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance of the Property, and it was deemed by the City Council to be in the best interests of the City that the Property be sold for the Purchase Price, to Buyer pursuant to the terms of the Agreement.

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

Section 1. Buyer's offer of the Purchase Price for the purchase of the Property pursuant to the terms of the Agreement is hereby accepted and approved.

Section 2. On behalf of the City, the City Administrator and the Mayor are hereby authorized to execute any documents necessary to accomplish the sale of the Property to Buyer.

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

PASSED AND APPROVED by the City Council this 20th day of June, 2022.



Michael G. O'Connor, Mayor

Attest:


Jason Fraser, City Administrator

RESOLUTION 2022-3882
IDOT SRT GRANT APPLICATION SUBMITTAL AUTHORIZATION AND
VERIFICATION OF AVAILABILITY OF LOCAL MATCH FUNDING

WHEREAS, the City of Centerville has a responsibility to provide safe and accessible transportation alternatives for the Citizens of Centerville; and

WHEREAS, it has been determined that the City would like to undertake the Centerville Sidewalk Extension Project in partnership with Appanoose County Trails, Inc.; and

WHEREAS, the City of Centerville is committed to properly maintaining the improvements for no less than 20 year per IDOT requirements; and

WHEREAS, the improvement costs are eligible for Iowa Department of Transportation (IDOT) State Recreational Trails (SRT) grant funding; and

WHEREAS, Appanoose County Trails has developed an IDOT SRT grant application for those costs eligible for funding.

NOW, THEREFORE, BE IT RESOLVED that the City of Centerville Administrator is authorized to execute documents related to the IDOT SRT grant on behalf of the City and that the City of Centerville will serve as the fiscal agent for the project; and

BE IT FURTHER RESOLVED that the City of Centerville verifies availability of local matching funds of \$170,000 (27% of total project costs) which is provided through grants from the Morgan E. Cline Foundation (\$150,000) and the PACT Trails Grant (\$20,000) for the project.

Passed and adopted this 11th day of July, 2022.

CITY OF CENTERVILLE



Mike O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

Fiscal Note:

Centerville Local participation	\$170,000
IDOT participation, IDOT SRT Grant	\$465,000
IDOT SRT Grant Total Project Costs	\$635,000

RESOLUTION NO. 2022-3883

RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY

WHEREAS, an offer has been made by JOSEPH A. VARESE, SHIRLEY L. VARESE and MELANIE R. COWAN, as joint tenants with full rights of survivorship and not as tenants in common ("Buyer") to purchase from the City of Centerville, Iowa (the "City") that certain real property located at 1605 S. 21st St. and 1611 S. 21st St., Centerville, Appanoose County, Iowa, 52544, more particularly described as follows (the "Property"):

Cottage Grove Lot 5, City of Centerville, Iowa.

And

Lots 6 and 7 in Cottage Grove Addition to the City of Centerville, Iowa, except the coal underlying the same,

for the sum of \$1,000.00 (the "Purchase Price"), and a copy of the executed Real Estate Purchase Agreement is attached hereto as Exhibit "A" (the "Agreement");

WHEREAS, a notice of the proposal to convey the Property to Buyer (the "Notice") was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Ottumwa Courier, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to the Notice a public hearing was held in the Council Chambers at City Hall, 312 E. Maple St., Centerville, Iowa at 6:00 p.m. on the 18th day of July, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance of the Property, and it was deemed by the City Council to be in the best interests of the City that the Property be sold for the Purchase Price, to Buyer pursuant to the terms of the Agreement.

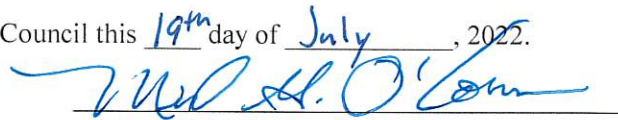
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. Buyer's offer of the Purchase Price for the purchase of the Property pursuant to the terms of the Agreement is hereby accepted and approved.

Section 2. On behalf of the City, the City Administrator is hereby authorized to execute any and all documents necessary to accomplish the sale of the Property to Buyer.


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

PASSED AND APPROVED by the City Council this 19th day of July, 2022.



Michael G. O'Connor, Mayor

Attest:



Jason Fraser, City Administrator

APPLICATION FOR TAX EXEMPTION

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax exemption established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, Code of Iowa, and does hereby submit the following information relating thereto:

Name of Owner: BLAKE WALDROP / RMA Armament

Address of Owner: 19990 Bella Vista Circle Centerville, IA

Location of Improvement: 22800 Dewey Rd Centerville, IA

Legal Description of Property: Manufacturing / Industrial

Residential, Commercial, or Industrial Use: Industrial

Nature of Improvement: Adding new electrical, HVAC Systems, water and sewer lines, employee stations, bathrooms, offices, break area, parking, and more.

Present Assessed Value: \$319,000⁰⁰

Estimated Cost of Improvement (must increase assessed value more than 10% to qualify): \$120,000⁰⁰

Estimated Date of Completion of Improvement: September 1st, 2022

Blake Waldrop
Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on July 18th, 2022.

JJ
City Clerk

Resolution 2022- 3885

APPLICATION FOR TAX EXEMPTION

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax exemption established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, Code of Iowa, and does hereby submit the following information relating thereto:

Name of Owner: Ronald Creagan

Address of Owner: 921 East Cross

Location of Improvement: 1015 - East Cross

Legal Description of Property: LOT 29 + E 20' LOT 30 CG

WINTHROP 1ST SUB DIVISION S 1/2 SW

Residential, Commercial, or Industrial Use: Residential

Nature of Improvement: COMPLETE INTERIOR RENOVATION
CABINETS, COYPT ALL PLUMBING FIXTURES, REJOINT
HOUSE ~~AND~~ NEW SIDING ALL DETACHED GARAGE

Present Assessed Value: \$143,640

Estimated Cost of Improvement (must increase assessed value more than 10% to qualify): \$210,000

Estimated Date of Completion of Improvement: JULY 1 2022

Ronald Creagan
Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on July 18th, 2022.

JF
City Clerk

RESOLUTION NO. 2022-3886

RESOLUTION AUTHORIZING ABANDONMENT PROCESS AGAINST REAL PROPERTY

WHEREAS, Nathaniel A. Stufflebeem is shown as the record-titleholder of that certain real property located at 1412 S. 22nd, Centerville, Appanoose County, Iowa, more particularly described as follows (the "Property");

LOTS 9, 10, 11, AND 12 IN BLOCK 2 IN JOSEPH GOSS' FIRST ADDITION TO CENTERVILLE, APPANOOSE COUNTY, IOWA, EXCEPT THE COAL AND OTHER MINERALS UNDERLYING THE SAME.

WHEREAS, the Property has been abandoned by such owner and as a result of such abandonment has become a nuisance;

WHEREAS, the City of Centerville, Iowa (the "City") has the ability pursuant to Chapter 657A, *Code of Iowa*, to pursue an action in District Court to declare the Property abandoned and take title to the Property; and

WHEREAS, it would be in the best interests of the City to declare the Property abandoned and obtain title in order to demolish the improvements on the Property.

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

Section 1. On behalf of the City, the City Attorney is hereby authorized to execute any and all documents necessary to accomplish the abandonment process pursuant to Chapter 657A, *Code of Iowa*, in District Court.

Section 2. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED by the City Council this 19th day of July, 2022.



Michael G. O'Connor, Mayor

Attest:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3887

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO VACATE
TWO ALLEYS LOCATED IN COTTAGE GROVE ADDITION TO THE CITY OF
CENTERVILLE, APPANOOSE COUNTY, IOWA**

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

The Alley running East West between Lots 7 and 8 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa.

And

The Alley running North South between Lots 4, 5, 6, 7, 8, 9, and 10 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa and Lots 11, 12, 13, 14, 15, 16, and 17 in Cottage Grove 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 1st day of August, 2022, 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.

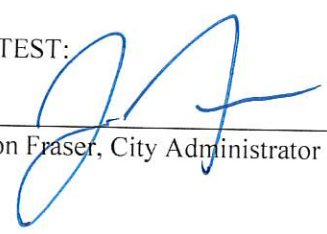
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 19th day of July, 2022.



Michael G. O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3888

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO CONVEY
A PORTION OF TWO ALLEYS LOCATED IN COTTAGE GROVE ADDITION TO THE CITY
OF CENTERVILLE, APPANOOSE COUNTY, IOWA**

WHEREAS, a request has been filed by Gary L. Burrows and Cheryl A. Burrows, husband and wife, with the City Clerk to convey the following-described alley, to-wit:

The Alley running East West between Lots 7 and 8 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa.

And

The Alley running North South between Lots 5, 6 and 7 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa and Lots 14, 15, and 16 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa,

And

That portion of the Alley described as commencing at the Northeast corner of Lot 8 in Cottage Grove Addition, thence North to the Southeast corner of Lot 7 in Cottage Grove Addition, thence East to the Southwest corner of Lot 14 in Cottage Grove Addition, thence South to the Northwest corner of Lot 13 in Cottage Grove Addition, thence West to the point of beginning, all in the City of Centerville, 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,

for the sum of One Dollar (\$1.00) and other valuable consideration; and

WHEREAS, Section 364.7, *Code of Iowa*, permits the City Council to dispose of interests in real estate subsequent to the publication of notice and a public hearing on the proposal,

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

Section 1. The proposal to convey the above described alley to Gary L. Burrows and Cheryl A. Burrows, husband and wife, for the sum of One Dollar (\$1.00) and other valuable consideration, will be considered by the City Council at a meeting to be held on the 1st day of August, 2022, commencing at 6:00 o'clock 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 convey a portion of said street, 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.

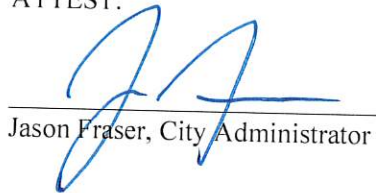
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 19th day of July, 2022.

A handwritten signature in blue ink, appearing to read "Michael G. O'Connor", written over a horizontal line.

Michael G O'Connor, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Jason Fraser", written over a horizontal line.

Jason Fraser, City Administrator

RESOLUTION NO. 2022-3889

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO CONVEY
A PORTION OF THE ALLEY RUNNING NORTH SOUTH LOCATED IN COTTAGE GROVE
ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA**

WHEREAS, a request has been filed by Kris Shondel and Hope Shondel, husband and wife, with the City Clerk to convey the following-described alley, to-wit:

The East half of the portion of the alley running North South between Lots 10 and 11 in Cottage Grove Addition to the City of Centerville, 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,

for the sum of One Dollar (\$1.00) and other valuable consideration; and

WHEREAS, Section 364.7, *Code of Iowa*, permits the City Council to dispose of interests in real estate subsequent to the publication of notice and a public hearing on the proposal,

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

Section 1. The proposal to convey the above described alley to Kris Shondel and Hope Shondel, husband and wife, for the sum of One Dollar (\$1.00) and other valuable consideration, will be considered by the City Council at a meeting to be held on the 1st day of August, 2022, 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 convey a portion of said street, 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.

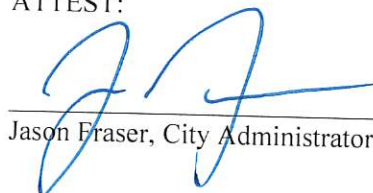
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 19th day of July, 2022.



Michael G O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3891

**RESOLUTION AUTHORIZING CONVEYANCE OF A PORTION OF THE ALLEY RUNNING
NORTH SOUTH LOCATED IN COTTAGE GROVE ADDITION TO THE CITY OF
CENTERVILLE, APPANOOSE COUNTY, IOWA**

WHEREAS, an offer has been made by Kris Shondel and Hope Shondel, husband and wife, to purchase the following-described real property:

The East half of the portion of the alley running North South between Lots 10 and 11 in Cottage Grove Addition to the City of Centerville, 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,

for the sum of One Dollar (\$1.00) and other valuable consideration;

WHEREAS, a notice of the proposal to convey the above described real property to Kris Shondel and Hope Shondel, husband and wife, was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Ottumwa Courier, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to said notice a public hearing was held in the Council Chambers at City Hall in the City of Centerville, Iowa, at its regular meeting commencing at 6:00 p.m. on August 1st, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance of said real property and it was deemed by the City Council to be in the best interests of the City of Centerville, Iowa that said real property be sold for the consideration offered.

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

Section 1. The offer for the purchase of the above described real estate is hereby accepted and approved.

Section 2. On behalf of the City of Centerville, Iowa, the Mayor and City Clerk are hereby authorized to convey and deed the above-described real property to Kris Shondel and Hope Shondel, husband and wife, upon receipt of the consideration offered for said real property.

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

PASSED and APPROVED by the City Council this 15th day of August, 2022.

RESOLUTION NO. 2022-3890

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO CONVEY
A PORTION OF TWO ALLEYS LOCATED IN COTTAGE GROVE ADDITION TO THE CITY
OF CENTERVILLE, APPANOOSE COUNTY, IOWA**

WHEREAS, a request has been filed by Gary L. Burrows and Cheryl A. Burrows, husband and wife, with the City Clerk to convey the following-described alley, to-wit:

The Alley running East West between Lots 7 and 8 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa.

And

The Alley running North South between Lots 5, 6 and 7 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa and Lots 14, 15, and 16 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa,

And

That portion of the Alley described as commencing at the Northeast corner of Lot 8 in Cottage Grove Addition, thence North to the Southeast corner of Lot 7 in Cottage Grove Addition, thence East to the Southwest corner of Lot 14 in Cottage Grove Addition, thence South to the Northwest corner of Lot 13 in Cottage Grove Addition, thence West to the point of beginning, all in the City of Centerville, Appanoose County, Iowa,

And

The Alley running North South between Lots 8 and 9 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa and Lots 12 and 13 in Cottage Grove Addition to the City of Centerville, 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,

for the sum of One Dollar (\$1.00) and other valuable consideration; and

WHEREAS, Section 364.7, *Code of Iowa*, permits the City Council to dispose of interests in real estate subsequent to the publication of notice and a public hearing on the proposal,

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

Section 1. The proposal to convey the above described alley to Gary L. Burrows and Cheryl A. Burrows, husband and wife, for the sum of One Dollar (\$1.00) and other valuable consideration, will be considered by the City Council at a meeting to be held on the 15th day of August, 2022, commencing at 6:00 o'clock p.m. in the Council chambers at the City Hall in Centerville, Iowa.

ATTEST:



Jason Fraser, City Administrator



Michael G O'Connor, Mayor

RESOLUTION NO. 2022-3892

RESOLUTION AMENDING RESOLUTION #2022-3869 SETTING SALARIES FOR APPOINTED OFFICERS & EMPLOYEES OF THE CITY OF CENTERVILLE, IOWA FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 & ENDING JUNE 30, 2023

WHEREAS, on the 20th day of June, 2022, the City Council passed Resolution #2022-3869 setting salaries for appointed officers and employees in the City of Centerville, Iowa for the fiscal year commencing July 1, 2022 and ending June 30, 2023; and

WHEREAS, two employees have been hired as fulltime employees since the original Resolution; and

WHEREAS, the City Council desires to amend the said Resolution as set forth herein:

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

SECTION 1. The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is hereby authorized to issue warrants or checks, less the legally required or authorized deductions from the amount set out below on bi-weekly installments, and make such contributions to IPERS/MPFSRI and Social Security or other purposes as required by law or authorized by the City Council, all subject to audit and review by the Council:

<u>POSITION</u>	<u>RATE</u>	<u>HOURS PER WEEK</u>
Public Works I, Dalton Ott	\$20.94/hour	40
Public Works I, Brandon Weilbrenner	\$20.94/hour	40

SECTION 2. All resolutions in conflict with the resolution are hereby repealed.

SECTION 3. This resolution shall be effective as of the July 11, 2022.

PASSED AND APPROVED by the City Council this 1st day of August, 2022.



Mike O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator



STREET LIGHTING RESOLUTION

The following Resolution 2022-3893 was adopted by the City Council of the City of Centerville at a meeting held on August 1st, 20 22.

Be it resolved by the City Council of the City of Centerville, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the existing street light contract:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. _____	_____	100W	LED - 100 W Equivalent	_____	<input type="checkbox"/> OH <input checked="" type="checkbox"/> UG
2. _____	_____	100W	LED - 100 W Equivalent	_____	<input type="checkbox"/> OH <input checked="" type="checkbox"/> UG
3. _____	_____	_____	_____	_____	<input type="checkbox"/> OH <input type="checkbox"/> UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1.	<u>Alleyway between 13th and Haynes at E. Van Buren</u>
2.	<u>Alleyway between 13th and Haynes at E. Jackson</u>
3.	<u>_____</u>

Mayor Mike O'Connor 

declared said Resolution duly passed and adopted the 2nd

day of August, 20 22.

Attest Jason Fraser 

Title City Administrator

RESOLUTION NO. 2022-3894

**RESOLUTION AUTHORIZING CONVEYANCE OF A PORTION OF TWO ALLEYS
LOCATED IN COTTAGE GROVE ADDITION TO THE CITY OF CENTERVILLE,
APPANOOSE COUNTY, IOWA**

WHEREAS, an offer has been made by Gary L. Burrows and Cheryl A. Burrows, husband and wife, to purchase the following-described real property:

The Alley running East West between Lots 7 and 8 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa.

And

The Alley running North South between Lots 5, 6 and 7 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa and Lots 14, 15, and 16 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa,

And

That portion of the Alley described as commencing at the Northeast corner of Lot 8 in Cottage Grove Addition, thence North to the Southeast corner of Lot 7 in Cottage Grove Addition, thence East to the Southwest corner of Lot 14 in Cottage Grove Addition, thence South to the Northwest corner of Lot 13 in Cottage Grove Addition, thence West to the point of beginning, all in the City of Centerville, Appanoose County, Iowa,

And

The Alley running North South between Lots 8 and 9 in Cottage Grove Addition to the City of Centerville, Appanoose County, Iowa and Lots 12 and 13 in Cottage Grove Addition to the City of Centerville, 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,

for the sum of One Dollar (\$1.00) and other valuable consideration;

WHEREAS, a notice of the proposal to convey the above described real property to Gary L. Burrows and Cheryl A. Burrows, husband and wife, was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Ottumwa Courier, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to said notice a public hearing was held in the Council Chambers at City Hall in the City of Centerville, Iowa, at its regular meeting commencing at 6:00 p.m. on August 15th, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance of said real property and it was deemed by the City Council to be in the best interests of the City of Centerville, Iowa that said real property be sold for the consideration offered.

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

Section 1. The offer for the purchase of the above described real estate is hereby accepted and approved.

Section 2. On behalf of the City of Centerville, Iowa, the Mayor and City Clerk are hereby authorized to convey and deed the above-described real property to Gary L. Burrows and Cheryl A. Burrows, husband and wife, upon receipt of the consideration offered for said real property.

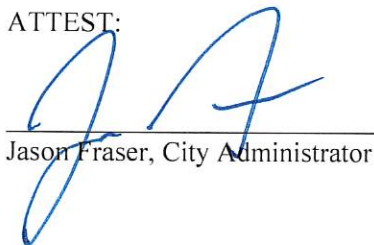
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 15th day of August, 2022.



Michael G O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3895

RESOLUTION AMENDING RESOLUTION #2022-3869 SETTING SALARIES FOR APPOINTED OFFICERS & EMPLOYEES OF THE CITY OF CENTERVILLE, IOWA FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 & ENDING JUNE 30, 2023

WHEREAS, on the 20th day of June, 2022, the City Council passed Resolution #2022-3869 setting salaries for appointed officers and employees in the City of Centerville, Iowa for the fiscal year commencing July 1, 2022 and ending June 30, 2023; and

WHEREAS, the building official has been hired as a fulltime employee since the original Resolution; and

WHEREAS, the City Council desires to amend the said Resolution as set forth herein:

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

SECTION 1. The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is hereby authorized to issue warrants or checks, less the legally required or authorized deductions from the amount set out below on bi-weekly installments, and make such contributions to IPERS/MPFSRI and Social Security or other purposes as required by law or authorized by the City Council, all subject to audit and review by the Council:

<u>POSITION</u>	<u>RATE</u>	<u>HOURS PER WEEK</u>
Building Official, Justin Doll	\$52,000 per year	As Needed


SECTION 2. All resolutions in conflict with the resolution are hereby repealed.

SECTION 3. This resolution shall be effective as of August 15th, 2022.

PASSED AND APPROVED by the City Council this 15th day of August, 2022.

ATTEST:


Jason Fraser, City Administrator


Mike O'Connor, Mayor

RESOLUTION NO. 2022-3896

**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 N. 16th St., Centerville, Appanoose County, Iowa, legally described as follows (the "Property"):

The West 20 feet of Lot 1, Block 13, Fairlawn Addition to Centerville,

WHEREAS, the City Council of the City desires to sell the Property to J. Brian Bowen and Marcia F. Bowen, husband and wife ("Buyer") for \$1,700.00 (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 September 19, 2022, 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 6th day of September, 2022.



Michael G. O'Connor, Mayor

Attest:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3897

**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 536 N. 8th, Centerville, Appanoose County, Iowa, legally described as follows (the "Property"):

The East 100 Feet of Lot 56 in Eell's Second Addition to Centerville, Iowa,

WHEREAS, the City Council of the City desires to sell the Property to ULTRA7 DEVELOPMENT, LLC, an Iowa limited liability company ("Buyer") for \$10.00 (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 September 19, 2022, 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.

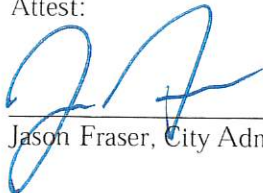
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 6th day of September, 2022.



Michael G. O'Connor, Mayor

Attest:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3898

RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO VACATE
THAT CERTAIN ALLEY BEING 12' WIDE LYING NORTH OF LOT 9 IN EELL'S THIRD
ADDITION AND NORTH OF LOT 55 IN EELL'S SECOND ADDITION TO THE TOWN 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"):

Alley being 12' wide lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa. More particularly described as: Beginning at the Northwest corner of Lot 9 in Eell's Third Addition, thence North to the Southwest Corner of Lot 10, thence East to the Southeast Corner of Lot 56 in Eell's Second Addition, thence South to the Northeast Corner of Lot 55, thence West to the Point of Beginning.

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 19th day of September, 2022, 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 6th day of September, 2022.



Michael G. O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3899

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO CONVEY
A PORTION OF THE ALLEY BEING 12' WIDE LYING NORTH OF LOT 9 IN EELL'S THIRD
ADDITION AND NORTH OF LOT 55 IN EELL'S SECOND ADDITION TO THE TOWN OF
CENTERVILLE, APPANOOSE COUNTY, IOWA**

WHEREAS, an offer has been made to purchase the following-described real property (the "Property"):

The North half of the portion of the 12 foot wide Alley lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa, running along the Southern boundary of the East 100 feet of Lot 56 in Eell's Second Addition to the City of Centerville, Appanoose County, Iowa. More particularly described as: Beginning at the Southeast corner of Lot 56 in Eell's Second Addition to Centerville, Appanoose County, Iowa, thence South 6 feet, thence West 100 feet, thence North 6 feet, thence East 100 feet to the Point of Beginning.

And

The South half of the portion of the 12 foot wide Alley lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa running along the Northern boundary of Lot 55 in Eell's Second Addition to Centerville, Appanoose County, Iowa. More particularly described as: Beginning at the Northwest corner of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa, thence North 6 feet, thence East 150 feet, thence South 6 feet to the Northeast corner of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa, thence West 150 feet to the Point of Beginning,

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,

by ULTRA7 Development, LLC, an Iowa limited liability company, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings including attorney fees, publication fees and abstracting; and

WHEREAS, Section 364.7, *Code of Iowa*, permits the City Council to dispose of interests in real estate subsequent to the publication of notice and a public hearing on the proposal,

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

Section 1. The proposal to convey the Property to ULTRA7 Development, LLC, an Iowa limited liability company, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings, will be considered by the City Council at a meeting to be held on the 19th day of September, 2022, 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 convey the Property, 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.

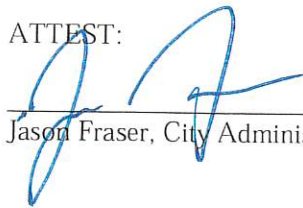
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 6th day of September, 2022.



Michael G. O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3900

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO CONVEY
A PORTION OF THE ALLEY BEING 12' WIDE LYING NORTH OF LOT 9 IN EELL'S THIRD
ADDITION AND NORTH OF LOT 55 IN EELL'S SECOND ADDITION TO THE TOWN OF
CENTERVILLE, APPANOOSE COUNTY, IOWA**

WHEREAS, an offer has been made to purchase the following-described real property (the "Property"):

The North half of the portion of the 12 foot wide Alley lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa, running along the Southern boundary of the West 100 feet of Lot 10 in Eell's Third Addition to the City of Centerville, Appanoose County, Iowa. More particularly described as: Beginning at the Southwest corner of Lot 10 in Eell's Third Addition, thence East 100 feet, thence South 6 feet, thence West 100 feet, thence North 6 feet to the Point of Beginning.

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,

by Susanne Barger, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings including attorney fees, publication fees and abstracting; and

WHEREAS, Section 364.7, *Code of Iowa*, permits the City Council to dispose of interests in real estate subsequent to the publication of notice and a public hearing on the proposal,

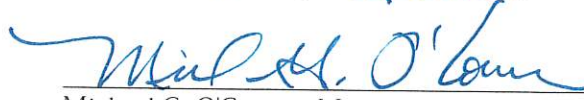
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. The proposal to convey the Property to Susanne Barger, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings, will be considered by the City Council at a meeting to be held on the 19th day of September, 2022, 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 convey the Property, 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.

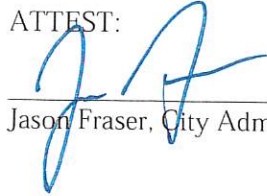
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 6th day of September, 2022.

A handwritten signature in blue ink, appearing to read "Michael G. O'Connor", written over a horizontal line.

Michael G. O'Connor, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "J. Fraser", written over a horizontal line.

Jason Fraser, City Administrator

RESOLUTION NO. 2022-3901

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO CONVEY
A PORTION OF THE ALLEY BEING 12' WIDE LYING NORTH OF LOT 9 IN EELL'S THIRD
ADDITION AND NORTH OF LOT 55 IN EELL'S SECOND ADDITION TO THE TOWN OF
CENTERVILLE, APPANOOSE COUNTY, IOWA**

WHEREAS, an offer has been made to purchase the following-described real property (the "Property"):

The North half of the portion of the 12 foot wide Alley lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa, running along the Southern boundary of the East 50 feet of Lot 10 in Eell's Third Addition to Centerville, Appanoose County, Iowa and the West 50 feet of Lot 56 in Eell's Second Addition to Centerville, Appanoose County, Iowa. More particularly described as: Beginning 100 feet East of the Southwest corner of Lot 10 in Eell's Third Addition, thence East 100 feet, thence South 6 feet, thence West 100 feet, thence North 6 feet to the Point of Beginning,

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,

by Derrick E. Wray, Jr. and Chelsea A. Mulay, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings including attorney fees, publication fees and abstracting; and

WHEREAS, Section 364.7, *Code of Iowa*, permits the City Council to dispose of interests in real estate subsequent to the publication of notice and a public hearing on the proposal,

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

Section 1. The proposal to convey the Property to Derrick E. Wray, Jr. and Chelsea A. Mulay, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings, will be considered by the City Council at a meeting to be held on the 19th day of September, 2022, 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 convey the Property, 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.

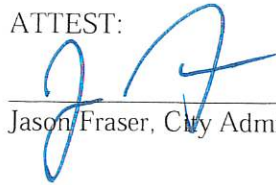
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 6th day of September, 2022.

A handwritten signature in blue ink, appearing to read "Michael G. O'Connor", written over a horizontal line.

Michael G. O'Connor, Mayor

ATTEST:

A stylized handwritten signature in blue ink, likely "Jason Fraser", written over a horizontal line.

Jason Fraser, City Administrator

RESOLUTION NO. 2022-3902

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO CONVEY
A PORTION OF THE ALLEY BEING 12' WIDE LYING NORTH OF LOT 9 IN EELL'S THIRD
ADDITION AND NORTH OF LOT 55 IN EELL'S SECOND ADDITION TO THE TOWN OF
CENTERVILLE, APPANOOSE COUNTY, IOWA**

WHEREAS, an offer has been made to purchase the following-described real property (the "Property"):

The South half of the portion of the 12 foot wide Alley lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa running along the Northern boundary of Lot 9 in Eell's Third Addition to Centerville, Appanoose County, Iowa. More particularly described as: Beginning at the Northwest corner of Lot 9 in Eell's Third Addition to the Town of Centerville, Appanoose County, Iowa, thence North 6 feet, thence East 150 feet, thence South 6 feet to the Northeast corner of Lot 9 in Eell's Third Addition to the Town of Centerville, Appanoose County, Iowa, thence West 150 feet to the Point of Beginning,

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,

by Jared Hrahn and Amanda Hrahn, husband and wife, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings including attorney fees, publication fees and abstracting; and

WHEREAS, Section 364.7, *Code of Iowa*, permits the City Council to dispose of interests in real estate subsequent to the publication of notice and a public hearing on the proposal,

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

Section 1. The proposal to convey the Property to Jared Hrahn and Amanda Hrahn, husband and wife, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings, will be considered by the City Council at a meeting to be held on the 19th day of September, 2022, 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 convey the Property, 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.

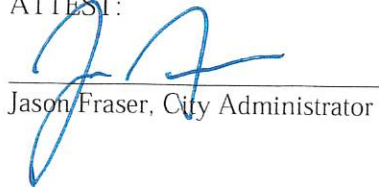
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 6th day of September, 2022.

A handwritten signature in blue ink, appearing to read "Michael G. O'Connor", written over a horizontal line.

Michael G. O'Connor, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Jason Fraser", written over a horizontal line.

Jason Fraser, City Administrator

RESOLUTION NO. 2022-3903

RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO VACATE
THAT CERTAIN ALLEY LYING EAST AND SOUTH OF LOTS 9 AND 10 IN D. L.
STRICKLER'S SECOND 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"):

Commencing at the Southwest Corner of Lot 10 in D. L. Strickler's Second Addition to the City of Centerville, Appanoose County, Iowa, thence East 140 feet to the Southeast corner of Lot 10 in D.L. Strickler's Second Addition to the City of Centerville, Appanoose County, Iowa, thence North 104 feet to the Northeast corner of Lot 9 in D. L. Strickler's Second Addition to the City of Centerville, Appanoose County, Iowa, thence East 20 feet, thence South 124 feet, thence West 160 feet, thence North 20 feet to the Point of Beginning.

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 19th day of September, 2022, 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 6th day of September, 2022.



Michael G. O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3904

RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO CONVEY
THAT CERTAIN ALLEY LYING EAST AND SOUTH OF LOTS 9 AND 10 IN D. L.
STRICKLER'S SECOND ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE
COUNTY, IOWA

WHEREAS, an offer has been made to purchase the following-described real property (the "Property");

Commencing at the Southwest Corner of Lot 10 in D. L. Strickler's Second Addition to the City of Centerville, Appanoose County, Iowa, thence East 140 feet to the Southeast corner of Lot 10 in D.L. Strickler's Second Addition to the City of Centerville, Appanoose County, Iowa, thence North 104 feet to the Northeast corner of Lot 9 in D. L. Strickler's Second Addition to the City of Centerville, Appanoose County, Iowa, thence East 20 feet, thence South 124 feet, thence West 160 feet, thence North 20 feet to the Point of Beginning.

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,

by Kristopher L. Laurson and Christina M. Laurson, husband and wife, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings including attorney fees, publication fees and abstracting; and

WHEREAS, Section 364.7, *Code of Iowa*, permits the City Council to dispose of interests in real estate subsequent to the publication of notice and a public hearing on the proposal,

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

Section 1. The proposal to convey the Property to Kristopher L. Laurson and Christina M. Laurson, husband and wife, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings, will be considered by the City Council at a meeting to be held on the 19th day of September, 2022, 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 convey the Property, 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 6th day of September, 2022.

A handwritten signature in blue ink, appearing to read "Michael G. O'Connor", written over a horizontal line.

Michael G. O'Connor, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Jason Fraser", written over a horizontal line.
Jason Fraser, City Administrator

RESOLUTION NO. 2022-3905

RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO VACATE
THAT CERTAIN 18 FOOT WIDE ALLEY RUNNING EAST WEST BETWEEN LOT 4 AND
PARCEL C ALL IN IN DRAKE'S THIRD 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"):

Beginning at the Northeast corner of Parcel C located in Lot 3 of Drake's 3rd Addition to Centerville, Appanoose County, Iowa more particularly described in that certain Plat of Survey filed May 1, 2020 in Book 2020, page 835 in the Office of the Appanoose County Recorder, thence West to the East right-of-way boundary line of Country Club Road, thence Northwesterly to a point where the East boundary line of Country Club Road intersects with the South boundary line of Lot 4 of Drake's 3rd Addition to Centerville, Appanoose County, Iowa, thence East to the Southeast corner of Lot 4 Drake's 3rd Addition, thence South to the Point of Beginning.

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.

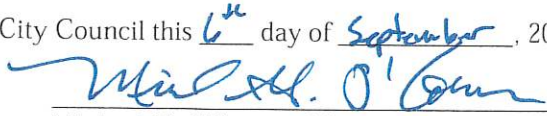
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. The proposal to vacate the Alley will be considered by the City Council at a meeting to be held on the 19th day of September, 2022, 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 6th day of September, 2022.


Michael G. O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3906

**RESOLUTION SETTING TIME AND PLACE OF HEARING ON A PROPOSAL TO CONVEY
THAT CERTAIN 18 FOOT WIDE ALLEY RUNNING EAST WEST BETWEEN LOT 4 AND
PARCEL C ALL IN DRAKE'S THIRD ADDITION TO THE CITY OF CENTERVILLE,
APPANOOSE COUNTY, IOWA**

WHEREAS, an offer has been made to purchase the following-described real property (the "Property"):

Beginning at the Northeast corner of Parcel C located in Lot 3 of Drake's 3rd Addition to Centerville, Appanoose County, Iowa more particularly described in that certain Plat of Survey filed May 1, 2020 in Book 2020, page 835 in the Office of the Appanoose County Recorder, thence West to the East right-of-way boundary line of Country Club Road, thence Northwesterly to a point where the East boundary line of Country Club Road intersects with the South boundary line of Lot 4 of Drake's 3rd Addition to Centerville, Appanoose County, Iowa, thence East to the Southeast corner of Lot 4 Drake's 3rd Addition, thence South to the Point of Beginning.

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,

by Michael Zintz and Sarah Zintz, husband and wife, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings including attorney fees, publication fees and abstracting, and also including a grant of Utility Easement by Michael Zintz and Sarah Zintz, husband and wife, to the City of Centerville, over the following described real property (the "Easement Area"):

THE NORTH 10 FEET OF ALL OF THE FOLLOWING DESCRIBED PROPERTY: LOTS 1, 2, 3, 4, 5 AND 6 AND COMMENCING AT THE NORTHWEST CORNER OF LOT 1, THENCE WEST 11 FEET, THENCE SOUTH TO THE SOUTHEAST CORNER OF LOT 4, THENCE EAST 11 FEET, THENCE NORTH TO THE PLACE OF BEGINNING AND BEGINNING AT THE NORTHWEST CORNER OF LOT 6, THENCE WEST 60 FEET, THENCE SOUTH TO THE NORTH LINE OF THE COUNTY ROAD, THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID COUNTY ROAD TO A POINT WHERE SAID NORTH LINE INTERSECTS WITH THE WEST LINE OF LOT 4, THENCE NORTH TO THE PLACE OF BEGINNING, ALL IN RANDOLPH'S SUBDIVISION OF LOTS 5 AND 6 IN DRAKE'S THIRD ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA.

AND

ALL THAT PART OF LOTS 7 AND 8, IN DRAKE'S THIRD ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA, THAT LIES NORTH AND EAST OF THE COUNTY ROAD.

Said Easement to be in the form set forth on the attached Exhibit A; and

WHEREAS, Section 364.7, *Code of Iowa*, permits the City Council to dispose of interests in real estate subsequent to the publication of notice and a public hearing on the proposal,

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

Section 1. The proposal to convey the Property to Michael Zintz and Sarah Zintz, husband and wife, for the sum of One Dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings, and grant of Utilities Easement will be considered by the City Council at a meeting to be held on the 19th day of September, 2022, 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 convey the Property, 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 6th day of September, 2022.



Michael G. O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3907

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2023**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follows:

SECTION 1. Cash Transfers – Total \$12,658.06

Transferred from: City Water Fund – 609-910-4830

Transferred to: General Fund – 001-910-4830

Total Transfer Amount: \$12,658.06

Explanation of Activity: This transfer to the General Fund will reconcile the General Ledger due to previous activity that was not reconciled.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

SECTION 3. This resolution shall be effective on September 6, 2022.

PASSED AND APPROVED by the City Council this 6th day of September 2022.



Mike O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3908

RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY

WHEREAS, an offer has been made by J. Brian Bowen and Marcia F. Bowen, husband and wife ("Buyer") to purchase from the City of Centerville, Iowa (the "City") that certain real property located at N. 16th St., Centerville, Appanoose County, Iowa, more particularly described as follows (the "Property"):

The West 20 feet of Lot 1, Block 13, Fairlawn Addition to Centerville,

for the sum of \$1,700.00 (the "Purchase Price"), and a copy of the proposed Real Estate Purchase Agreement is attached hereto as Exhibit "A" (the "Agreement");

WHEREAS, a notice of the proposal to convey the Property to Buyer (the "Notice") was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Appanoose Weekly, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to the Notice a public hearing was held in the Council Chambers at City Hall, 312 E. Maple St., Centerville, Iowa at 6:00 p.m. on the 19th day of September, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance of the Property, and it was deemed by the City Council to be in the best interests of the City that the Property be sold for the Purchase Price, to Buyer pursuant to the terms of the Agreement.

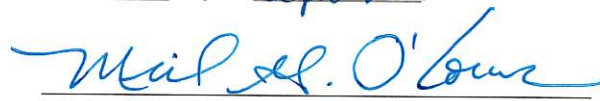
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTERVILLE, IOWA:

Section 1. Buyer's offer of the Purchase Price for the purchase of the Property pursuant to the terms of the Agreement is hereby accepted and approved.

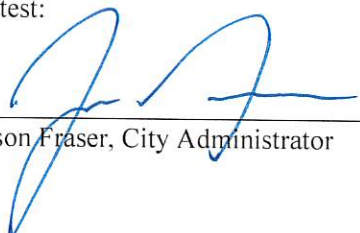
Section 2. On behalf of the City, the City Administrator is hereby authorized to execute any and all documents necessary to accomplish the sale of the Property to Buyer.

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

PASSED AND APPROVED by the City Council this 19th day of September, 2022.


Michael G. O'Connor, Mayor

Attest:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3909

RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY

WHEREAS, an offer has been made by ULTRA7 DEVELOPMENT, LLC, an Iowa limited liability company ("Buyer") to purchase from the City of Centerville, Iowa (the "City") that certain real property located at 536 N. 8th, Centerville, Appanoose County, Iowa, more particularly described as follows (the "Property"):

The East 100 Feet of Lot 56 in Eell's Second Addition to Centerville, Iowa,

for the sum of \$10.00 (the "Purchase Price"), and a copy of the proposed Real Estate Purchase Agreement is attached hereto as Exhibit "A" (the "Agreement");

WHEREAS, a notice of the proposal to convey the Property to Buyer (the "Notice") was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Appanoose Weekly, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to the Notice a public hearing was held in the Council Chambers at City Hall, 312 E. Maple St., Centerville, Iowa at 6:00 p.m. on the 19th day of September, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance of the Property, and it was deemed by the City Council to be in the best interests of the City that the Property be sold for the Purchase Price, to Buyer pursuant to the terms of the Agreement.

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

Section 1. Buyer's offer of the Purchase Price for the purchase of the Property pursuant to the terms of the Agreement is hereby accepted and approved.

Section 2. On behalf of the City, the City Administrator is hereby authorized to execute any and all documents necessary to accomplish the sale of the Property to Buyer.

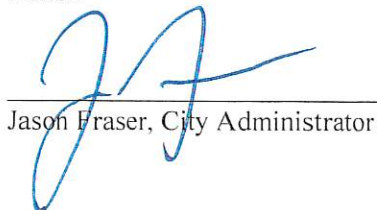
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED by the City Council this 4th day of October, 2022.



Michael G. O'Connor, Mayor

Attest:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3910

RESOLUTION AUTHORIZING CONVEYANCE OF A PORTION OF THE ALLEY BEING 12' WIDE LYING NORTH OF LOT 9 IN EELL'S THIRD ADDITION AND NORTH OF LOT 55 IN EELL'S SECOND ADDITION TO THE TOWN OF CENTERVILLE, APPANOOSE COUNTY, IOWA

WHEREAS, an offer has been made by ULTRA7 Development, LLC, an Iowa limited liability company, to purchase the following-described real property (the "Property"):

The North half of the portion of the 12 foot wide Alley lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa, running along the Southern boundary of the East 100 feet of Lot 56 in Eell's Second Addition to the City of Centerville, Appanoose County, Iowa. More particularly described as: Beginning at the Southeast corner of Lot 56 in Eell's Second Addition to Centerville, Appanoose County, Iowa, thence South 6 feet, thence West 100 feet, thence North 6 feet, thence East 100 feet to the Point of Beginning.

And

The South half of the portion of the 12 foot wide Alley lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa running along the Northern boundary of Lot 55 in Eell's Second Addition to Centerville, Appanoose County, Iowa. More particularly described as: Beginning at the Northwest corner of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa, thence North 6 feet, thence East 150 feet, thence South 6 feet to the Northeast corner of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa, thence West 150 feet to the Point of Beginning,

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,

for the sum of one dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings; and

WHEREAS, a notice of the proposal to convey the above described real property to the said ULTRA7 Development, LLC, an Iowa limited liability company, was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Appanoose Weekly, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to said notice a public hearing was held in the Council Chambers at City Hall in the City of Centerville, Iowa, at its regular meeting commencing at 6:00 p.m. on the 19th day of September, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance the Property and it was deemed by the City Council to be in the best interests of the City of Centerville, Iowa that the Property be sold for the consideration offered.

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

Section 1. The offer for the purchase of the above described real estate is hereby accepted and approved.

Section 2. On behalf of the City of Centerville, Iowa, the Mayor and City Clerk are hereby authorized to convey and deed the Property to ULTRA7 Development, LLC, an Iowa limited liability company, upon receipt of the consideration offered for said real property.

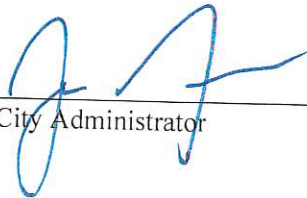
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 4th day of October, 2022.



Michael G. O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3911

RESOLUTION AUTHORIZING CONVEYANCE OF A PORTION OF THE ALLEY BEING 12' WIDE LYING NORTH OF LOT 9 IN EELL'S THIRD ADDITION AND NORTH OF LOT 55 IN EELL'S SECOND ADDITION TO THE TOWN OF CENTERVILLE, APPANOOSE COUNTY, IOWA

WHEREAS, an offer has been made by Susanne Barger, to purchase the following-described real property (the "Property"):

The North half of the portion of the 12 foot wide Alley lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa, running along the Southern boundary of the West 100 feet of Lot 10 in Eell's Third Addition to the City of Centerville, Appanoose County, Iowa. More particularly described as: Beginning at the Southwest corner of Lot 10 in Eell's Third Addition, thence East 100 feet, thence South 6 feet, thence West 100 feet, thence North 6 feet to the Point of Beginning,

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,

for the sum of one dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings; and

WHEREAS, a notice of the proposal to convey the above described real property to the said Susanne Barger, was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Appanoose Weekly, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to said notice a public hearing was held in the Council Chambers at City Hall in the City of Centerville, Iowa, at its regular meeting commencing at 6:00 p.m. on the 19th day of September, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance the Property and it was deemed by the City Council to be in the best interests of the City of Centerville, Iowa that the Property be sold for the consideration offered.

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

Section 1. The offer for the purchase of the above described real estate is hereby accepted and approved.

Section 2. On behalf of the City of Centerville, Iowa, the Mayor and City Clerk are hereby authorized to convey and deed the Property to Susanne Barger, upon receipt of the consideration offered for said real property.


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

PASSED and APPROVED by the City Council this 4th day of October, 2022.

A handwritten signature in blue ink, appearing to read "Michael G. O'Connor", written over a horizontal line.

Michael G. O'Connor, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "JF", written over a horizontal line.

Jason Fraser, City Administrator

RESOLUTION NO. 2022-3913

RESOLUTION AUTHORIZING CONVEYANCE OF A PORTION OF THE ALLEY BEING 12' WIDE LYING NORTH OF LOT 9 IN EELL'S THIRD ADDITION AND NORTH OF LOT 55 IN EELL'S SECOND ADDITION TO THE TOWN OF CENTERVILLE, APPANOOSE COUNTY, IOWA

WHEREAS, an offer has been made by Jared Hrahn and Amanda Hrahn, husband and wife, to purchase the following-described real property (the "Property"):

The South half of the portion of the 12 foot wide Alley lying North of Lot 9 in Eell's Third Addition and North of Lot 55 in Eell's Second Addition to the Town of Centerville, Appanoose County, Iowa running along the Northern boundary of Lot 9 in Eell's Third Addition to Centerville, Appanoose County, Iowa. More particularly described as: Beginning at the Northwest corner of Lot 9 in Eell's Third Addition to the Town of Centerville, Appanoose County, Iowa, thence North 6 feet, thence East 150 feet, thence South 6 feet to the Northeast corner of Lot 9 in Eell's Third Addition to the Town of Centerville, Appanoose County, Iowa, thence West 150 feet to the Point of Beginning,

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,

for the sum of one dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings; and

WHEREAS, a notice of the proposal to convey the above described real property to the said Jared Hrahn and Amanda Hrahn, husband and wife, was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Appanoose Weekly, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to said notice a public hearing was held in the Council Chambers at City Hall in the City of Centerville, Iowa, at its regular meeting commencing at 6:00 p.m. on the 19th day of September, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance the Property and it was deemed by the City Council to be in the best interests of the City of Centerville, Iowa that the Property be sold for the consideration offered.

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

Section 1. The offer for the purchase of the above described real estate is hereby accepted and approved.

Section 2. On behalf of the City of Centerville, Iowa, the Mayor and City Clerk are hereby authorized to convey and deed the Property to Jared Hrahn and Amanda Hrahn, husband and wife, upon receipt of the consideration offered for said real property.

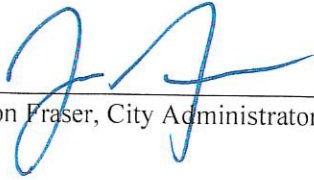
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED and APPROVED by the City Council this 4th day of October, 2022.

A handwritten signature in blue ink, appearing to read "Michael G. O'Connor", written over a horizontal line.

Michael G. O'Connor, Mayor

ATTEST:

A stylized handwritten signature in blue ink, likely reading "Jason Fraser", written over a horizontal line.

Jason Fraser, City Administrator

RESOLUTION NO. 2022-3914

**RESOLUTION AUTHORIZING CONVEYANCE OF THAT CERTAIN 18 FOOT WIDE ALLEY
RUNNING EAST WEST BETWEEN LOT 4 AND PARCEL C ALL IN DRAKE'S THIRD
ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA**

WHEREAS, an offer has been made by Michael Zintz and Sarah Zintz, husband and wife, to purchase the following-described real property (the "Property"):

Beginning at the Northeast corner of Parcel C located in Lot 3 of Drake's 3rd Addition to Centerville, Appanoose County, Iowa more particularly described in that certain Plat of Survey filed May 1, 2020 in Book 2020, page 835 in the Office of the Appanoose County Recorder, thence West to the East right-of-way boundary line of Country Club Road, thence Northwesterly to a point where the East boundary line of Country Club Road intersects with the South boundary line of Lot 4 of Drake's 3rd Addition to Centerville, Appanoose County, Iowa, thence East to the Southeast corner of Lot 4 Drake's 3rd Addition, thence South to the Point of Beginning.

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,

for the sum of one dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings including attorney fees, publication fees and abstracting, and also including a grant of Utility Easement by Michael Zintz and Sarah Zintz, husband and wife, to the City of Centerville, over the following described real property (the "Easement Area"):

THE NORTH 10 FEET OF ALL OF THE FOLLOWING DESCRIBED PROPERTY: LOTS 1, 2, 3, 4, 5 AND 6 AND COMMENCING AT THE NORTHWEST CORNER OF LOT 1, THENCE WEST 11 FEET, THENCE SOUTH TO THE SOUTHEAST CORNER OF LOT 4, THENCE EAST 11 FEET, THENCE NORTH TO THE PLACE OF BEGINNING AND BEGINNING AT THE NORTHWEST CORNER OF LOT 6, THENCE WEST 60 FEET, THENCE SOUTH TO THE NORTH LINE OF THE COUNTY ROAD, THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID COUNTY ROAD TO A POINT WHERE SAID NORTH LINE INTERSECTS WITH THE WEST LINE OF LOT 4, THENCE NORTH TO THE PLACE OF BEGINNING, ALL IN RANDOLPH'S SUBDIVISION OF LOTS 5 AND 6 IN DRAKE'S THIRD ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA.

AND

ALL THAT PART OF LOTS 7 AND 8, IN DRAKE'S THIRD ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA, THAT LIES NORTH AND EAST OF THE COUNTY ROAD.

Said Easement to be in the form set forth on the attached Exhibit A; and

WHEREAS, a notice of the proposal to convey the above described real property to the said Michael Zintz and Sarah Zintz, husband and wife, was published once, not less than four (4) nor more than

twenty (20) days before the date of hearing in the Appanoose Weekly, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to said notice a public hearing was held in the Council Chambers at City Hall in the City of Centerville, Iowa, at its regular meeting commencing at 6:00 p.m. on the 19th day of September, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance the Property and it was deemed by the City Council to be in the best interests of the City of Centerville, Iowa that the Property be sold for the consideration offered.

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

Section 1. The offer for the purchase of the above described real estate is hereby accepted and approved.

Section 2. On behalf of the City of Centerville, Iowa, the Mayor and City Clerk are hereby authorized to convey and deed the Property to Michael Zintz and Sarah Zintz, husband and wife, upon receipt of the consideration offered for said real property.

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

PASSED and APPROVED by the City Council this 4th day of October, 2022.



Michael G. O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3915

RESOLUTION AUTHORIZING CONVEYANCE OF THAT CERTAIN ALLEY LYING EAST AND SOUTH OF LOTS 9 AND 10 IN D. L. STRICKLER'S SECOND ADDITION TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA

WHEREAS, an offer has been made by Kristopher L. Laurson and Christina M. Laurson, husband and wife, to purchase the following-described real property (the "Property"):

Commencing at the Southwest Corner of Lot 10 in D. L. Strickler's Second Addition to the City of Centerville, Appanoose County, Iowa, thence East 140 feet to the Southeast corner of Lot 10 in D.L. Strickler's Second Addition to the City of Centerville, Appanoose County, Iowa, thence North 104 feet to the Northeast corner of Lot 9 in D. L. Strickler's Second Addition to the City of Centerville, Appanoose County, Iowa, thence East 20 feet, thence South 124 feet, thence West 160 feet, thence North 20 feet to the Point of Beginning.

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,

for the sum of one dollar (\$1.00) and other valuable consideration, which shall include all costs incurred in connection with these proceedings; and

WHEREAS, a notice of the proposal to convey the above described real property to the said Kristopher L. Laurson and Christina M. Laurson, husband and wife, was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in the Appanoose Weekly, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to said notice a public hearing was held in the Council Chambers at City Hall in the City of Centerville, Iowa, at its regular meeting commencing at 6:00 p.m. on the 19th day of September, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance the Property and it was deemed by the City Council to be in the best interests of the City of Centerville, Iowa that the Property be sold for the consideration offered.

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

Section 1. The offer for the purchase of the above described real estate is hereby accepted and approved.

Section 2. On behalf of the City of Centerville, Iowa, the Mayor and City Clerk are hereby authorized to convey and deed the Property to Kristopher L. Laurson and Christina M. Laurson, husband and wife, upon receipt of the consideration offered for said real property.

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

PASSED and APPROVED by the City Council this 4th day of October, 2022.



Michael G O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3916

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2023**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follows:

SECTION 1. Cash Transfers – Total \$52.37

Transferred from: Cap Proj – State Street Fund – 301-910-4830

Transferred to: Debt Service Fund – 200-910-4830

Total Transfer Amount: \$52.37

Explanation of Activity: This transfer to the Debt Service Fund will reconcile the General Ledger due to previous activity that was not reconciled.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

SECTION 3. This resolution shall be effective on September 19, 2022.

PASSED AND APPROVED by the City Council this 19th day of September 2022.



Mike O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3917

RESOLUTION AMENDING RESOLUTION #2022-3869 SETTING SALARIES FOR APPOINTED OFFICERS & EMPLOYEES OF THE CITY OF CENTERVILLE, IOWA FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 & ENDING JUNE 30, 2023

WHEREAS, on the 20th day of June, 2022, the City Council passed Resolution #2022-3869 setting salaries for appointed officers and employees in the City of Centerville, Iowa for the fiscal year commencing July 1, 2022 and ending June 30, 2023; and

WHEREAS, the Customer Service 1 position has been newly filled since the original Resolution; and

WHEREAS, the Customer Service 2 position has expanded to include additional duties resulting from the elimination of a City Hall position, and

WHEREAS, the City Clerk position has expanded to include additional duties resulting from the retirement of the water billing clerk, and

WHEREAS, the City Council desires to amend the said Resolution as set forth herein:

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

SECTION 1. The following persons and positions named shall be paid the salaries or wages indicated and the City Clerk is hereby authorized to issue warrants or checks, less the legally required or authorized deductions from the amount set out below on bi-weekly installments, and make such contributions to IPERS/MPFSRI and Social Security or other purposes as required by law or authorized by the City Council, all subject to audit and review by the Council:

<u>POSITION</u>	<u>RATE</u>	<u>HOURS PER WEEK</u>
Customer Service 1, Kayla Moorman	\$19.00 per hour	40 Hours
Customer Service 2, Deb Sornson	\$24.00 per hour	40 Hours
City Clerk, Sonia Smith	\$31.50 per hour	40 Hours


SECTION 2. All resolutions in conflict with the resolution are hereby repealed.

SECTION 3. This resolution shall be effective as of September 6th, 2022 for the Customer 1 position and shall be effective as of October 10th, 2022 for the Customer Service 2 position.

PASSED AND APPROVED by the City Council this 3rd day of October, 2022.

ATTEST:


Jason Fraser, City Administrator


Mike O'Connor, Mayor

RESOLUTION NO. 2022-3918

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

WHEREAS, the City of Centerville, Iowa (the "City") is, or prior to the closing of the proposed real estate transaction, will be, the owner of certain real property located at 2001 and 2003 Drake Ave. ("Tract 1"), 608, 612 and 614 Haynes Ave. ("Tract 2"), 1001 W. Washington ("Tract 3"), and 537 N. 4th ("Tract 4"), all in Centerville, Appanoose County, Iowa 52544, legally described as follows (the "Property");

Tract 1: 2001 and 2003 Drake Ave., Centerville, IA 52544

Lots One (1) and Two (2) in Block Three (3) Columbia Park, Addition to the City of Centerville, Appanoose County, Iowa. Except Coal.

Tract 2: 608, 612 and 614 Haynes Ave., Centerville, IA 52544

The South 53 feet of Lot 1, Block 3, Range 4 and the South 53 feet of the East one-half of Lot 2, Block 3, Range 4, all in Walden's Fifth Addition to the City of Centerville, Appanoose County, Iowa.

Beginning at a point 7 feet South of the Northeast Corner of Lot 1, Block 3, Range 4 in Walden's Fifth Addition to the City of Centerville, Appanoose County, Iowa, thence South 40 feet, thence West 150 feet, thence North 40 feet, thence East 150 feet to place of beginning, together with the right to use the driveway located along the North side of Lot 1, and the North side of the East half of Lot 2.

Beginning at a point 7 feet South of the Northeast Corner of Lot 1, Block 3, Range 4 in Walden's Fifth Addition to the City of Centerville, Appanoose County, Iowa, thence North 40 feet, thence West 150 feet, thence South 40 feet, thence East 150 feet to the place of beginning, the South 7 feet of said property to be used and maintained as a perpetual driveway for the use of said premises and for the use of the adjoining property, being Lot 1 and the East half of Lot 2.

Tract 3: 1001 W. Washington, Centerville, IA 52544

Lot 18 in Oak Park Addition to Centerville, Appanoose County, Iowa

Tract 4: 537 N. 4th St., Centerville, IA 52544

Lot 10 in Oak Park Addition to the City of Centerville, Appanoose County, Iowa.

WHEREAS, the City desires to sell the Property to HOMETOWN HOUSING, LLC, an Iowa limited liability company ("Buyer"), for \$10.00 (the "Purchase Price"), and a copy of the proposed Real Estate Purchase Agreement, including Option, is attached hereto as Exhibit "A" (the "Agreement");

WHEREAS, it would be in the best interests of the City to accept Buyer's offer to purchase the Property for the Purchase Price pursuant to the terms set forth in this Resolution and the Agreement (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:

^{5:30} **Section 1.** The Offer will be considered by the City Council at a meeting to be held commencing at ~~6:00~~ P.M. on October 31, 2022, 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.

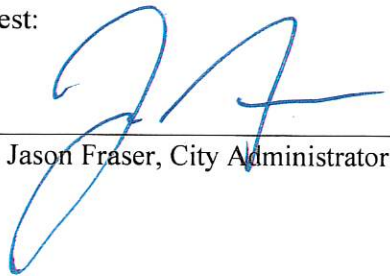
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 18th day of October, 2022.



Michael G. O'Connor, Mayor

Attest:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3919

A RESOLUTION APPOINTING AN INTERIM FIRE CHIEF AND DIRECTING THE CITY ADMINISTRATOR TO BEGIN THE FORMAL PROCESS FOR APPOINTING A PERMENANT FIRE CHIEF

WHEREAS, on October 3rd 2022, City Administrator Jason Fraser accepted the retirement of Fire Chief Mike Bogle and,

WHEREAS, the City Council is required to appoint a Fire Chief per City Code Section 2.68.020; and

WHEREAS, the City Council wishes to appoint an Interim Fire Chief during the process of selecting a permanent Fire Chief for the Centerville Fire Department to ensure the continuity of operations, and

WHEREAS, Assistant Chief Vern Milburn is the ranking full-time officer currently serving on the Centerville Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that:

1. The City Council appoints Assistant Chief Vern Milburn to the role of Interim Fire Chief until a permanent Fire Chief can be appointed.
2. While serving as Interim Fire Chief, Vern Milburn shall have the authority, responsibility and the benefits of the Fire Chief as prescribed by the Centerville City Code.
3. The City Administrator is directed to begin the process of appointing a permanent Fire Chief.

PASSED AND APPROVED by the City Council this 17th day of October, 2022.



Mike O'Connor, Mayor

Attest:


Jason Fraser, City Administrator

RESOLUTION NO. 2022-3920

RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY

WHEREAS, an offer has been made by HOMETOWN HOUSING, LLC, an Iowa limited liability company ("Buyer") to purchase from the City of Centerville, Iowa (the "City") that certain real property located at 608, 612 and 614 Haynes Ave. ("Tract 1"), 1001 W. Washington ("Tract 3"), and 537 N. 4th ("Tract 4"), all in Centerville, Appanoose County, Iowa 52544, more particularly described as follows (the "Property");

Tract 1: 608, 612 and 614 Haynes Ave., Centerville, IA 52544

The South 53 feet of Lot 1, Block 3, Range 4 and the South 53 feet of the East one-half of Lot 2, Block 3, Range 4, all in Walden's Fifth Addition to the City of Centerville, Appanoose County, Iowa.

Beginning at a point 7 feet South of the Northeast Corner of Lot 1, Block 3, Range 4 in Walden's Fifth Addition to the City of Centerville, Appanoose County, Iowa, thence South 40 feet, thence West 150 feet, thence North 40 feet, thence East 150 feet to place of beginning, together with the right to use the driveway located along the North side of Lot 1, and the North side of the East half of Lot 2.

Beginning at a point 7 feet South of the Northeast Corner of Lot 1, Block 3, Range 4 in Walden's Fifth Addition to the City of Centerville, Appanoose County, Iowa, thence North 40 feet, thence West 150 feet, thence South 40 feet, thence East 150 feet to the place of beginning, the South 7 feet of said property to be used and maintained as a perpetual driveway for the use of said premises and for the use of the adjoining property, being Lot 1 and the East half of Lot 2.

Tract 2: 1001 W. Washington, Centerville, IA 52544

Lot 18 in Oak Park Addition to Centerville, Appanoose County, Iowa

Tract 3: 537 N. 4th St., Centerville, IA 52544

Lot 10 in Oak Park Addition to the City of Centerville, Appanoose County, Iowa,

for the sum of \$10.00 (the "Purchase Price"), and a copy of the proposed Real Estate Purchase Agreement, including Option, is attached hereto as Exhibit "A" (the "Agreement");

WHEREAS, a notice of the proposal to convey the Property to Buyer (the "Notice") was published once, not less than four (4) nor more than twenty (20) days before the date of hearing in Appanoose Weekly, a newspaper of general circulation and published at least once weekly in the City;

WHEREAS, pursuant to the Notice a public hearing was held in the Council Chambers at City Hall, 312 E. Maple St., Centerville, Iowa at 6:00 p.m. on the 7th day of November, 2022; and

WHEREAS, no written or oral objections were made to the proposed conveyance of the Property, and it was deemed by the City Council to be in the best interests of the City that the Property be sold for the Purchase Price, to Buyer pursuant to the terms of the Agreement.

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

Section 1. Buyer's offer of the Purchase Price for the purchase of the Property pursuant to the terms of the Agreement is hereby accepted and approved.

Section 2. On behalf of the City, the City Administrator and Mayor are hereby authorized to execute any and all documents necessary to accomplish the sale of the Property to Buyer.

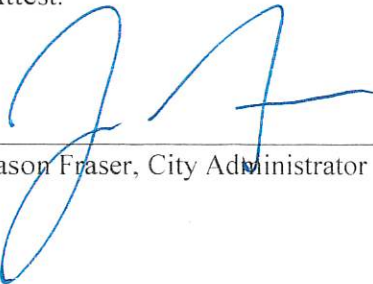
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED by the City Council this 7th day of November, 2022.



Michael G. O'Connor, Mayor

Attest:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3921

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

WHEREAS, the City of Centerville, Iowa (the "City") is, or prior to the closing of the proposed real estate transaction, will be, the owner of certain real property located at 2001 and 2003 Drake Ave. ("Tract 1"), 608, 612 and 614 Haynes Ave. ("Tract 2"), 1001 W. Washington ("Tract 3"), and 537 N. 4th ("Tract 4"), all in Centerville, Appanoose County, Iowa 52544, legally described as follows (the "Property"):

Tract 1: 2001 and 2003 Drake Ave., Centerville, IA 52544

Lots One (1) and Two (2) in Block Three (3) Columbia Park, Addition to the City of Centerville, Appanoose County, Iowa. Except Coal.

Tract 2: 608, 612 and 614 Haynes Ave., Centerville, IA 52544

The South 53 feet of Lot 1, Block 3, Range 4 and the South 53 feet of the East one-half of Lot 2, Block 3, Range 4, all in Walden's Fifth Addition to the City of Centerville, Appanoose County, Iowa.

Beginning at a point 7 feet South of the Northeast Corner of Lot 1, Block 3, Range 4 in Walden's Fifth Addition to the City of Centerville, Appanoose County, Iowa, thence South 40 feet, thence West 150 feet, thence North 40 feet, thence East 150 feet to place of beginning, together with the right to use the driveway located along the North side of Lot 1, and the North side of the East half of Lot 2.

Beginning at a point 7 feet South of the Northeast Corner of Lot 1, Block 3, Range 4 in Walden's Fifth Addition to the City of Centerville, Appanoose County, Iowa, thence North 40 feet, thence West 150 feet, thence South 40 feet, thence East 150 feet to the place of beginning, the South 7 feet of said property to be used and maintained as a perpetual driveway for the use of said premises and for the use of the adjoining property, being Lot 1 and the East half of Lot 2.

Tract 3: 1001 W. Washington, Centerville, IA 52544

Lot 18 in Oak Park Addition to Centerville, Appanoose County, Iowa

Tract 4: 537 N. 4th St., Centerville, IA 52544

Lot 10 in Oak Park Addition to the City of Centerville, Appanoose County, Iowa.

WHEREAS, the City desires to sell the Property to HOMETOWN HOUSING, LLC, an Iowa limited liability company ("Buyer"), for \$10.00 (the "Purchase Price"), and a copy of the proposed Real Estate Purchase Agreement, including Option, is attached hereto as Exhibit "A" (the "Agreement");

WHEREAS, it would be in the best interests of the City to accept Buyer's offer to purchase the Property for the Purchase Price pursuant to the terms set forth in this Resolution and the Agreement (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 November 7th, 2022, 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 30th day of October, 2022.



Michael G. O'Connor, Mayor

Attest:



Jason Fraser, City Administrator

2022-3920-3922 *ja*

APPLICATION FOR TAX EXEMPTION

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax exemption established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, Code of Iowa, and does hereby submit the following information relating thereto:

Name of Owner:

PALINDROMES INC

Address of Owner:

19951 Bella Vista Circle

Location of Improvement:

SAME

Legal Description of Property:

LOT 19 BELLA VISTA SUB PT SE NW

Residential, Commercial, or Industrial Use:

Residential

Nature of Improvement:

NEW HOME (Purchased From ULTRA 7)

Present Assessed Value:

Estimated Cost of Improvement (must increase assessed value more than 10% to qualify):

\$510,000

Estimated Date of Completion of Improvement:

Palindromes Inc
Owner

Carla Hancock
Chief Logistics Officer

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on 11/07/2002 2003 *ja*

[Signature]
City Clerk



Bureau of Local Systems
Ames, IA 50010

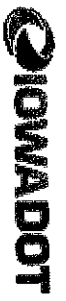
Res. 2022-3923

City Street Finance Report

Fiscal Year 2022
Centerville
11/19/2022 12:52:04 PM

Expenses

	General Fund Streets (090)	Road Use (110)	Other Special Revenues	Idea Service (200)	Capital Projects (300)	Utilities (600 & 000)	Grand Total
Salaries - Roads/Streets		\$243,557					\$243,557
Benefits - Roads/Streets			\$139,011				\$139,011
Building & Grounds Maint & Repair		\$107					\$107
Vehicle & Office Equip Operation and Repair		\$22,002					\$22,002
Operational Equipment Repair		\$25,077					\$25,077
Street Lights		\$129,830					\$129,830
Engineering		\$3,104					\$3,104
Insurance		\$15,539					\$15,539
Legal		\$1,048					\$1,048
Street Maintenance Expense		\$27,326					\$27,326
Other Professional Services		\$91					\$91
Other Contract Services		\$419					\$419
Office Supplies		\$16					\$16
Operating Supplies		\$31,393					\$31,393
Postage & Safety		\$2,528					\$2,528
Other Supplies		\$3,303					\$3,303
Heavy Equipment		\$4,186					\$4,186



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022
Centerville
11/19/2022 12:52:04 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (600)	Utilities (600 & 100)	State Total
Street - Preservation		\$257,959					\$257,959
Other Capital Outlay			\$269,550				\$269,550
Principal Payment				\$445,000			\$445,000
Interest Payment				\$59,950			\$59,950
Bond Registration Fees				\$500			\$500
Transfer Out	\$5,606	\$14,056					\$19,662
Snow Removal		\$16,347					\$16,347
Depreciation & Building Utilities		\$12,595					\$12,595
Accounting/Recording		\$713					\$713
Total	\$5,606	\$811,196	\$408,561	\$505,450			\$1,730,813



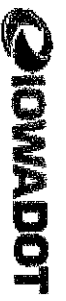
Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022
Centerville
11/19/2022 12:52:04 PM

Revenue

	General Fund Streets (001)	Road Use (410)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (900 & 910)	Grand Total
Leveled on Property	\$0		\$139,014	\$505,450			\$644,461
Licenses & Permits	\$898						\$898
Federal Grants	\$1,823						\$1,823
State Revenues - Road Use Taxes		\$755,526					\$755,526
Other State Grants - IDOT			\$205,299				\$205,299
Local Contributions			\$44,589				\$44,589
Charges/Fees						\$0	\$0
Contributions	\$112						\$112
Fuel Tax Refund	\$524						\$524
Sale of Property & Merchandise	\$46						\$46
Transfer In			\$19,662				\$19,662
Total	\$3,403	\$755,526	\$408,561	\$505,450		\$0	\$1,672,940



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022
Centerville
11/19/2022 12:52:04 PM

Bonds/Loans

Bond/Loan Description	Principal Balance AS of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance AS of 6/30
State Street Project	\$2,345,000	\$445,000	\$59,950	\$445,000	\$59,950	\$1,900,000



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022
Centerville
11/19/2022 12:52:04 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
John Deere 544K Wheel Loader	2020	Purchased	\$140,000	No Change
Chevy Silverado	2010	Purchased	\$26,087	No Change
International 7300 Dump Truck	2011	Purchased	\$67,986	No Change
International 4700 Truck	1999	Purchased	\$27,900	No Change
Graco Crack Sealer	2006	Purchased	\$27,500	No Change
Bush Hog	1985	Purchased	\$3,500	No Change
Proforce Powermate Generator	2005	Purchased	\$3,500	No Change
JD Brush Cutter	1990	Purchased	\$3,500	No Change
Hiway Sander	1988	Purchased	\$1,600	No Change
Monroe Sander (4)	1988	Purchased	\$2,500	No Change
Wacker Concrete Vibrator	1998	Purchased	\$2,500	No Change
Pacer Water Pump	2005	Purchased	\$300	No Change
Post Hole Digger (2 Augers)	1998	Purchased	\$600	No Change
Safety Cage & Forks	2000	Purchased	\$900	No Change
Mig Welder	1995	Purchased	\$2,300	No Change
Milwaukee Concrete Drill	2006	Purchased	\$1,600	No Change
Mikasa Walk Behind Tamper	1988	Purchased	\$1,500	No Change
Mikita Cut Off Saw	2006	Purchased	\$900	No Change
HP Trailer - 11126	2018	Purchased	\$7,800	No Change
John Deere Skid Loader 325G	2018	Purchased	\$70,000	No Change
International Dump Truck	2011	Purchased	\$67,986	No Change



City Street Finance Report

Fiscal Year 2022

Centerville

Bureau of Local Systems

11/19/2022 12:52:04 PM

Ames, IA 50010

Description	Model Year	Usage Type	Cost	Purchased Status
Husqvarna Concrete Saw	2019	Purchased	\$15,076	No Change
Bolcat 773 Skid Steel	2001	Purchased	\$18,508	No Change
JD 670C Motorgrader	2000	Purchased	\$132,664	No Change
Okado Rammer	2001	Purchased	\$4,000	No Change
Okado Paving Breaker #303B	2004	Purchased	\$7,000	No Change
Helicues Sheepfoot Roller Model SW112	1995	Purchased	\$7,000	No Change
Pentax Transit	1998	Purchased	\$3,500	No Change
11 ft Flink Snow Plow	1990	Purchased	\$3,500	No Change
JD 310 SE Tractor, Loader, & Backhoe	1997	Purchased	\$58,000	Traded
Coates 11ft Snow Plow	1998	Purchased	\$3,000	No Change
300' of 6" forms & hdwr	1992	Purchased	\$3,600	No Change
100' of 12' forms & hdwr	1992	Purchased	\$5,300	No Change
Power Screed	1993	Purchased	\$6,873	No Change
11 ft Flink Snow Plow #273	1990	Purchased	\$5,408	No Change
11 ft Flink Snow Plow # 272	1990	Purchased	\$5,408	No Change
BDC Pressure Washer	1992	Purchased	\$4,000	No Change
LeRoI Air Compressor	1991	Purchased	\$11,000	No Change
MT Tractor M230	1959	Purchased	\$4,500	No Change
JD 2755 Tractor	1985	Purchased	\$34,591	No Change
Chevy 660 Dump Truck	1999	Purchased	\$40,000	No Change
Elgin Pelican Street Sweeper	2014	Purchased	\$149,053	No Change
Western Snow Pusher	2015	Purchased	\$4,100	No Change
Chevy Silverado 4x4 Pickup	2017	Purchased	\$33,415	No Change

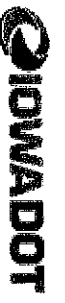


Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022
Centerville
11/19/2022 12:52:04 PM

Description	Model Year	Usage Type	Cost	Purchased Status
International 7300 SFA 4x2	2018	Purchased	\$75,493	No Change
International Dump Truck, Plow, Sander	2019	Purchased	\$75,493	No Change
Flink Reversible Snow Plow #11FA38	1999	Purchased	\$5,408	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022
Centerville
11/19/2022 12:52:04 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022
Centerville
11/19/2022 12:52:04 PM

Summary

	General Fund Streets (00)	Road Use (10)	Other Special Revenues	Deer Service (200)	Capital Projects (300)	Utilities (600 & 400)	Grand Total
Beginning Balance	\$2,203	\$375,141	\$0	\$0	\$0	\$0	\$377,344
Sub Total Expenses (-)		\$797,140	\$408,561	\$505,450			\$1,711,151
Transfers Out (-)	\$5,606	\$14,056					\$19,662
Subtotal Revenues (+)	\$3,403	\$755,526	\$388,899	\$505,450		\$0	\$1,653,278
Transfers In (+)			\$19,662				\$19,662
Ending Balance	\$0	\$319,471	\$0	\$0	\$0	\$0	\$319,471

Resolution Number: 2022-3923

Execution Date: Monday, November 21, 2022

Signature: Jason Fraser

2022 - 3924

APPLICATION FOR TAX ABATEMENT

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax abatement established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, *Code of Iowa*, and does hereby submit the following information relating thereto:

Name of Owner: Satt & Stacy Arnold
Address of Owner: 1220 Country Club Road
Location of Improvement Same ↑
Legal Description of Property: Parcel Number: 345011000220000

Residential, Commercial, or Industrial Use: Residential
Nature of Improvement: Build new home

Present Assessed Value: 490.⁰⁰
Estimated Cost of Improvement (must increase assessed value more than 10% to Qualify): 209,437.⁰⁰
Estimated Date of Completion of Improvement: 10-31-22

Satt Arnold

Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on November 21, 2022

[Signature]
Building Official

RESOLUTION NO. 2022-3925 - CORRECTED

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2023**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follows:

SECTION 1. Cash Transfers – Total \$180,891.44

Transferred from: Utility Franchise Fund – 008-910-6910

Transferred to: General Fund – 001-910-4830

Total Transfer Amount: \$180,891.44

Explanation of Activity: This transfer to the General Fund will allow final payment for the purchase of a pumper apparatus.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

SECTION 3. This resolution shall be effective on December 19, 2022.

PASSED AND APPROVED by the City Council this 19th day of December 2022.



Mike O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

RESOLUTION No. 2022-3926

**RESOLUTION CHANGING THE DATE OF THE FIRST CITY COUNCIL
MEETING OF JANUARY and SEPTEMBER 2023**

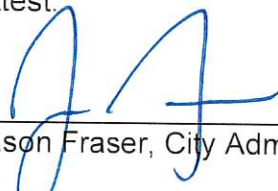
Whereas, the first Monday of January and the first Monday in September are holidays for City Hall and there will be no business conducted on that day;

Therefore, be it resolved by the City Council of the City of Centerville, Iowa that:

1. The first Council meeting of January 2023 will be held on Tuesday, January 3rd, 2023
2. The first Council meeting of September will be held on Tuesday, September 5th, 2023.

PASSED AND APPROVED this 5th day of December, 2022.

Attest:



Jason Fraser, City Administrator



Mike O'Connor, Mayor

RESOLUTION NO. 2022-3927

**Resolution Authorizing the Execution of an Engineering Agreement with McClure (Consultant)
for Professional Engineering Design and Bidding Services Regarding
FAA Project Number 3-19-0013-015 (AIP) & 016 (BIL-AIG) -2023
(Airfield Pavement Rehabilitation Project)**

Moved by Dillard and seconded by Sherwood
that the following resolution be adopted:

WHEREAS, the FY2023 Airfield Pavement Rehabilitation project was included in the Centerville Airport Commission Airport Capital Improvement Program (ACIP) submitted to the Federal Aviation Administration (FAA) for proposed funding; and

WHEREAS, on September 19, 2022, the City received notice from the FAA that funding for the project is favorable and an Engineering Agreement should be developed; and

WHEREAS, McClure has submitted an Engineering Agreement in the amount of:
The *Lump Sum Amount* for Design and Bidding Services is **\$58,950.00**

WHEREAS, the local match for engineering design and bidding services would be \$5,895.00, subject to release of federal funding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Centerville, Iowa that the City Administrator is hereby authorized to execute the Engineering Agreement with McClure for professional design and bidding services for the Airfield Pavement Rehabilitation project (AIP 3-19-0013-015&016-2023) at the Centerville Municipal Airport.

Passed and Approved this 5th day of December, 2022.

CITY OF CENTERVILLE, IOWA



Mike O'Connor, Mayor

ATTEST:


Jason Fraser, City Administrator

Fiscal Note: The Sponsor is responsible for payment to the Consultant for design and bidding services not to exceed \$58,950.00. Upon, and subject to, the release of federal funding from FAA, the Sponsor will be reimbursed a total of 90% of the costs incurred for the project. Costs for construction of this project will be determined after bid letting. The 10% local Sponsor match of total project costs is estimated at \$57,500.00.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of CENTERVILLE

Fiscal Year July 1, 2022 - June 30, 2023

The City of CENTERVILLE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 12/19/2022 06:00 PM

Contact: Jason Fraser

Phone: (641) 437-4339

Meeting Location: Centerville City Hall, 312 E. Maple St.

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,484,451	0	2,484,451
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,484,451	0	2,484,451
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	722,083	0	722,083
Licenses & Permits	7	88,785	0	88,785
Use of Money & Property	8	79,100	0	79,100
Intergovernmental	9	1,470,582	0	1,470,582
Charges for Service	10	13,885,150	0	13,885,150
Special Assessments	11	15,000	0	15,000
Miscellaneous	12	471,883	0	471,883
Other Financing Sources	13	2,500	0	2,500
Transfers In	14	998,340	0	998,340
Total Revenues & Other Sources	15	20,217,874	0	20,217,874
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	3,122,933	614,654	3,737,587
Public Works	17	1,080,606	156,173	1,236,779
Health and Social Services	18	0	0	0
Culture and Recreation	19	570,200	92,245	662,445
Community and Economic Development	20	28,250	310,000	338,250
General Government	21	247,474	47,000	294,474
Debt Service	22	1,291,986	0	1,291,986
Capital Projects	23	10,000	100,000	110,000
Total Government Activities Expenditures	24	6,351,449	1,320,072	7,671,521
Business Type/Enterprise	25	14,115,821	0	14,115,821
Total Gov Activities & Business Expenditures	26	20,467,270	1,320,072	21,787,342
Transfers Out	27	998,340	0	998,340
Total Expenditures/Transfers Out	28	21,465,610	1,320,072	22,785,682
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1,247,736	-1,320,072	-2,567,808
Beginning Fund Balance July 1, 2022	30	6,845,310	0	6,845,310
Ending Fund Balance June 30, 2023	31	5,597,574	-1,320,072	4,277,502

Explanation of Changes: Increases to expenses are being made due to increased fuel costs, the expenditure of federal ARPA funds, purchase of capital equipment through LOSST funds, and re-statements of the expenditure of actual tax dollars received.



12/5/2022



RESOLUTION NO. 2022-3929

**RESOLUTION TRANSFERRING FUNDS
FOR FISCAL YEAR 2023**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, the records should now indicate appropriate transfers;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to make such transfer(s) as follows:

SECTION 1. Cash Transfers – Total \$15,968.10

Transferred from: Sewer Utility Operating Fund – 610-910-6910

Transferred to: Sewer Bond Sinking Fund – 611-910-4830

Total Transfer Amount: \$15,968.10

Explanation of Activity: The current balance in the Sewer Sinking Fund is -\$15,968.10 and will require a transfer from the Sewer Operating Fund in the amount of \$15,968.10 in order to reconcile.

SECTION 2. All resolutions in conflict with this resolution are hereby repealed.

SECTION 3. This resolution shall be effective on December 5, 2022.

PASSED AND APPROVED by the City Council this 5th day of December 2022.



Mike O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

RESOLUTION NO. 2022-3930

**RESOLUTION REPEALING RESOLUTION 2022-3907 TRANSFERRING FUNDS
FROM CITY WATER FUND (609) TO GENERAL FUND (001)
FOR FISCAL YEAR 2023**

WHEREAS, the City Council approves transfers between funds; and,

WHEREAS, Resolution 2022-3907 passed on September 6th, 2022 transferred \$12,658.06 from the City Water Fund to the General Fund; and

WHEREAS, in subsequent audit of financial records, city staff determined that the transfer was unnecessary for the reconciliation of City Water Fund usage.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that Resolution 2022-3907 be disregarded and that no transfer of funds occur.

SECTION 1. All resolutions in conflict with this resolution are hereby repealed.

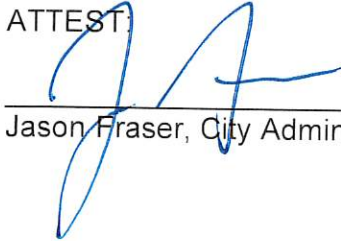
SECTION 2. This resolution shall be effective on September 6, 2022.

PASSED AND APPROVED by the City Council this 5th day of December 2022.



Mike O'Connor, Mayor

ATTEST:



Jason Fraser, City Administrator

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2023 - AMENDMENT # 1

To the Auditor of APPANOOSE County, Iowa:

The City Council of CENTERVILLE in said County/Countries met on 12/19/2022 06:00 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2022-3931**A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2023****(AS LAST CERTIFIED OR AMENDED ON 03/21/2022)****Be it Resolved by the Council of City of CENTERVILLE**

Section 1. Following notice published/posted 12/07/2022 and the public hearing held 12/19/2022 06:00 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,484,451	0	2,484,451
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,484,451	0	2,484,451
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	722,083	0	722,083
Licenses & Permits	7	88,785	0	88,785
Use of Money & Property	8	79,100	0	79,100
Intergovernmental	9	1,470,582	0	1,470,582
Charges for Service	10	13,885,150	0	13,885,150
Special Assessments	11	15,000	0	15,000
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EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	3,122,933	614,654	3,737,587
Public Works	17	1,080,606	156,173	1,236,779
Health and Social Services	18	0	0	0
Culture and Recreation	19	570,200	92,245	662,445
Community and Economic Development	20	28,250	310,000	338,250
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Beginning Fund Balance July 1, 2022	30	6,845,310	0	6,845,310
Ending Fund Balance June 30, 2023	31	5,597,574	-1,320,072	4,277,502

Explanation of Changes: Increases to expenses are being made due to increased fuel costs, the expenditure of federal ARPA funds, purchase of capital equipment through LOSST funds, and re-statements of the expenditure of actual tax dollars received.

City Clerk/Administrator Signature of Certification

12/19/2022

Adopted On

Mayor Signature of Certification

2022-3932

APPLICATION FOR TAX EXEMPTION

TO: CENTERVILLE CITY COUNCIL

The undersigned does hereby apply for the tax exemption established by the Centerville Urban Revitalization Plan in accordance with Chapter 404, Code of Iowa, and does hereby submit the following information relating thereto:

Name of Owner: IAO LLC

Address of Owner: 1209 S. 18th St Centerville, IA

Location of Improvement: 1201 S. 21st St

Legal Description of Property: PT NW NW + PT NE NW + PT SE NW
DESC 45' Com at SE COR of NW QTR + proceeding

Residential, Commercial, or Industrial Use: Commercial

Nature of Improvement: New 70' x 88' Warehouse

Present Assessed Value: \$ 689,130.

Estimated Cost of Improvement (must increase assessed value more than 10% to qualify): \$ 300,000

Estimated Date of Completion of Improvement: 10-1-2022

Ryan
Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on December 19, 2022.

JJ
City Clerk

RESOLUTION No. 2022-3933

RESOLUTION AMENDING AND RENEWING THE CONTRACT OF THE CITY ADMINISTRATOR

WHEREAS, the City of Centerville and the City Administrator, Jason Fraser, entered into an employment agreement on December 6th, 2016; and,

WHEREAS, the Centerville City Council completed a review of the City Administrator's performance in a closed session on December 19th, 2022; and,

WHEREAS, the City Administrator's review was acceptable or greater; and,


WHEREAS, the Centerville City Council wishes to extend the contract of the City Administrator;

THEREFORE, be it resolved by the City Council of the City of Centerville, Iowa that:

1. The City Administrator's Contract is renewed per the terms set forth in the original employment agreement.
2. The City Administrator's Contract is amended as listed below:
 - a. Increase the "without cause" severance pay and benefit period to one-year effective upon the passage and approval of this resolution.
 - b. Increase the Administrator's annual leave to Four weeks per year effective as of the Administrator's employment anniversary date.
 - c. Provide the City Administrator a vehicle/travel stipend of \$300 per month beginning on the pay period after the Administrator's employment anniversary date.
 - d. Increase the City Administrator's base pay in an amount equal to the increase in the employee's cost of the City's Health insurance program on July 1, 2023.

PASSED AND APPROVED this 19th day of December, 2022.

Attest:



Jason Fraser, City Administrator



Mike O'Connor, Mayor