

City of Centerville
312 East Maple St.
PO Box 578
Centerville, IA 52544
(O) 641-437-4339
(F) 641-437-1498



Mike O'Connor, Mayor
Ron Creagan, Councilmember
Jay Dillard, Councilmember
Darrin Hamilton, Councilmember
Don Sherwood Councilmember
Jan Spurgeon, Councilmember

www.centerville-ia.org

email: cityhall@centerville-ia.org

Regular Council Meeting Agenda of the City of Centerville Council

Monday, February 6th, 2023 at 6:00 P.M.

Zoom Online Meeting

To access this meeting, please use the following link or dial-in information:

<https://zoom.us/j/92284366531?pwd=VGpPc3dtWngzWkt1VVFZbkc2REM0dz09>

Meeting ID: 922 8436 6531 Password: 620695
Dial-in: 1 (312) 626 - 6799 Meeting ID: 922 8436 6531

Notice to the Public: The Mayor and the City Council welcome you to the regular City Council meeting. Attendance may be limited because of COVID-19 social distancing recommendations by the CDC.

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

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

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

1. Call to Order

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

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

- a. Approval of Minutes of the January 16, 2023 Regular Council Meeting;
- b. Approval of Committee/Board Minutes: Airport Commission Minutes for January 9, 2023.

- c. Approval of Beer/Liquor License(s): Hy-Vee Foods Inc. #LE0001473; Hy-Vee Fast and Fresh Express #LE0003142; Casey's #LE003199; Stansbeary's LLC #WBN001346; Majestic Theatre #LC0043179; Schwering Enterprises LLC#LC0038220
- d. Resignation of Dana Moritz from Municipal Housing Board
- e. Appointment of Annette Kane to Municipal Housing Board with a term ending July 1, 2024.
- f. Acceptance of Resignation of Glen Moritz from the Municipal Waterworks Board
- g. Approval of the CY2023 Goals for the Historic Preservation Commission
- h. Approval of the Mayor's appointment of Phoebe O'Connor to the Fair Housing Committee with a term ending January 1, 2026
- i. Approval of Res. 2023- 3943 for conveyance of Firetruck to City of Moravia.
- j. Approval of Res. 2023-3944 setting the time and place for a public hearing for the conveyance of real property – 306 N. 12th
- k. Approval of Res. 2023-3945 Approving Tax Abatement for 111 W. Van Buren – Pub 111, LLC
- l. Approval of Res. 2023 -3946 Approving Tax Abatement for 905 E. Green St. – Ultra 7 Development Storage, LLC.
- m. Approval of Res. 2023-3949 - Setting the time and place for a public hearing for the conveyance of real property – 2001 and 2003 Drake Ave. – CVRHTF
- n. Approval of Res. 2023-3950 – Setting the time and place for a public hearing for the conveyance of real property – 1400 Drake Ave. – Pratte.
- o. FYI – Letter from DNR regarding issues with REAP Area – Closure of Brush Collection sites.
- p. Approval of FY24 PPME Contract Wage.
- q. Approval of CY23-CY25 Mowing Contract – Precision Lawn Care
- r. Approval of the Mayor's appointment of Rich Turner to the Municipal Waterworks Board with a term ending August 1, 2025.

3. Public Hearing

- a. None

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

- a. Approval of Bills
- b. Departmental Reports
 - i. Police
 - ii. Fire
 - iii. Building Official
- c. Update on Waste Water Project – Fox Strand
- d. Approval of Change Order No. 07 for Wastewater Project – Locke AMI
- e. Approval of Pay Application No. 14 for Wastewater Project – Locke AMI
- f. Approval of Res. 2023-3948 Authorizing the Abandonment Process Against Real Property – 1727 S. Main (McDanel)
- g. FY24 Annual Budget discussion No. 2
- h. Approval of Res. 2023-3947 setting the time and date of public hearing on the Max Levy for Centerville FY24 Annual Budget

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

- 6. **Adjourn** to 6:00 p.m. on Monday, February 20, 2023 for the Regular Meeting of the City Council.

Jason Fraser
City Administrator

Posted: 02/03/22

02-06-2023

CITY OF CENTERVILLE

REGULAR COUNCIL MEETING MINUTES

January 16, 2023 at 6:00 P.M.

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

Roll Call - Present: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Absent: None.

Mayor O'Connor led the Pledge of Allegiance.

Moved by Spurgeon, seconded by Dillard to approve the agenda as amended to move the public forum in front of item 40 possible exempt session. Ayes: All. Motion carried.

Moved by Dillard, seconded by Hamilton to approve the consent agenda to include: Approval of Minutes of the January 3, 2023 Regular Council Meeting; Approval of Library Board Minutes 1/11/2023; Approval of Professional Engineering Agreement – Hall Engineering – Woodland Drive. Approval of Mayor's Appointment of Delaney Evers and Sheree Lange to the Park Board with a term ending January 1, 2028. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Moved by Spurgeon, seconded by Creagan to approve the bills as presented. Ayes: All. Nays: None. Motion carried.

Moved by Hamilton, seconded by Spurgeon to approve the Financial Report for December 2022. Ayes: All. Nays: None. Motion carried.

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

Moved Sherwood, seconded by Hamilton to approve the rental inspection program proposal with Iowa Inspections, LLC. Roll Call Vote as follows – Ayes: Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Abstain: Creagan. Motion carried.

Moved Hamilton, seconded by Dillard to approve Res. 2023-3934 authorizing the Acquisition of Real Property by Assignment and Foreclosure of Tax Sale Certificate – 306 N. 12th St. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Moved Dillard, seconded by Sherwood to approve Res. 2023-3935 Authorizing Abandonment against 904 S. 16th. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Moved Dillard, seconded by Sherwood to approve Res. 2023-3936 Authorizing Abandonment against 908 S. 16th. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Moved Dillard, seconded by Sherwood to approve Res. 2023-3937 Authorizing Abandonment against 620 N. 10th. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Moved Dillard, seconded by Sherwood to approve Res. 2023-3938 Authorizing Abandonment against 509 E. Clark. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Moved Dillard, seconded by Sherwood to approve Res. 2023-3939 Authorizing Abandonment against 603 W. Jackson. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Moved Dillard, seconded by Sherwood to approve Res. 2023-3940 Authorizing Abandonment against 411 N. 7th. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Moved Dillard, seconded by Sherwood to approve Res. 2023-3941 Authorizing Abandonment against 649 N. Main. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Moved Dillard, seconded by Sherwood to approve Res. 2023-3942 authorizing the Emergency Demolition of 515 N. Park. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

Administrator Fraser led a discussion on the FY24 Budget and priorities.

The Administrator provided an update on the status of repairs on Main Street and Woodland View Drive, the City's commitment to avoid evictions of tenants during the housing process, and support for PACT/MainStreet in response to questions presented by GOPITCHTV.

Moved by Dillard, seconded by Hamilton to go into exempt session pursuant to Chapter 20 of the Iowa Code. Roll Call Vote as follows – Ayes: Creagan, Dillard, Hamilton, Sherwood and Spurgeon. Nays: None. Motion carried.

The meeting moved into exempt session at 7:00 pm.

Moved by Dillard, seconded by Creagan to close the exempt session. Ayes: All. Nays: None. Motion carried.

The meeting resumed in open session at 7:52 pm.

Moved by Dillard, seconded by Hamilton to adjourn at 7:52 p.m. until the next regular council meeting on February 6th, 2023. Ayes: All. Motion carried.

Jason Fraser, City Administrator

Mike O'Connor, Mayor

Centerville Municipal Airport
Airport Commission
January 9, 2023

The meeting of the Centerville Airport Commission was called to order at 5:45 p.m. by Chairman Danny Glenn. Present were: Paula Dal Ponte, John Arnold, Annette Harvey, and Glenn. Absent: Mike Zintz. Also present: Dave Joens, McClure Engineering; Tony Kury, FBO and; City Administrator, Jason Fraser.

The agenda was approved on a motion by Dal Ponte, seconded by Arnold. All ayes. Motion carried.

Minutes of the December 12, 2022, regular meeting were approved on a motion by Arnold, seconded by Dal Ponte. All ayes. Motion carried.

Minutes of the December 21, 2022, special meeting were approved on a motion by Arnold, seconded by Dal Ponte. All ayes. Motion carried.

Financial Reports were approved on a motion by Harvey, with a second coming from Arnold. All ayes. Motion carried.

The bills were approved on a motion by Arnold, seconded by Harvey. All ayes. Motion carried.

Update on projects provided by Dave Joens, McClure Engineering: The runway lighting project is in the process of closing out. The pavement rehab project survey is about to begin. There is a new grant available focusing on energy efficiency. Although chances are slim due to competition for the funding, the commission recommended we pursue the grant.

The commission discussed FY24 Budget.

FBO report by Tony Kury: Fuel sold: LL 230 gal., JET 915 gal., and Mogas 0 gal. The Mogas pump is now working. The AWOS has been officially FAA certified as of 1/2/23.

Moved to adjourn 6:31 p.m. by Harvey, seconded by Dal Ponte. All ayes. Motion carried.

Paula Dal Ponte, Secretary,
Centerville Airport
Commission

**CENTERVILLE FIRE DEPARTMENT
FIRE MARSHAL'S INSPECTION**

LOCATION	Centerville Iowa	COUNTY	Appanoose	DATE	12/20/2022
OCCUPANT	Hy-Vee Fast and Fresh Express		607 N. 18 th Street Centerville Iowa 52544		
OWNER	Hy-Vee Foods Inc.	ADDRESS	5820 Westown Parkway West Des Moines Iowa 50544		
Admin		Phone#	641-437-1005		

WE HAVE INSPECTED THE ABOVE PREMISES AND FIND:

COMPLY AS FOLLOWS:

EXTINGUISHER NORTH WEST CORNER BUILDING
BY SINK. 2016 OUT OF DATE 2018 AND ON FLOOR WITH
NO LOCK OR PULL PIN.

ORDERS WILL BE COMPLETED AND PICTURES SENT
WHEN DONE.

NO OTHER ORDERS!

DATE OF COMPLIANCE	12/20/2022
Jake Brooker	
OCCUPANT:	FIRE MARSHAL:
PLEASE NOTIFY THE OFFICE OF FIRE MARSHAL UPON COMPLIANCE	

CENTERVILLE FIRE DEPARTMENT
FIRE MARSHAL'S INSPECTION

LOCATION	Centerville Iowa	COUNTY	Appanoose	DATE	12/20/2022
OCCUPANT	Hy-Vee Foods Inc.	609 N. 18 th Street Centerville Iowa 52544			
OWNER	Hy-Vee Foods Inc.	ADDRESS	5820 Westown Parkway West Des Moines Iowa 50266		
Admin		Phone#	641-856-3277		

WE HAVE INSPECTED THE ABOVE PREMISES AND FIND:

COMPLY AS FOLLOWS:

EXTINGUISHER AT SOUTH EAST DOOR - LOCKOFF SAFETY
NO TAG, 1016 PIN gone.

EXTINGUISHER AT MAIN FRONT DOOR - OUT OF DATE
ON Floor - 1016 2021

ALL ~~OTHER~~ ORDERS WILL BE DONE AND SEND
PICTURES.

NO OTHER ORDERS!

DATE OF COMPLIANCE

12/20/2022

Jake Brooke

OCCUPANT:


FIRE MARSHAL:

PLEASE NOTIFY THE OFFICE OF FIRE MARSHAL UPON COMPLIANCE

**CENTERVILLE FIRE DEPARTMENT
FIRE MARSHAL'S INSPECTION**

LOCATION	Centerville Iowa	COUNTY	Appanoose	DATE	1/19/2023
OCCUPANT	Casey's Store #3772		105 S. 18 th Street Centerville Iowa 52544		
OWNER	Casey's Marketing	ADDRESS	P.O. Box 3001, One SE Convenience Blvd, Ankeny Iowa 50021		
Admin	Sue Traxler	Phone#	641-856-6089		

WE HAVE INSPECTED THE ABOVE PREMISES AND FIND:

COMPLY AS FOLLOWS:

NO ORDERS DOES COMPLY

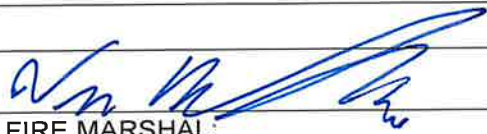
DATE OF COMPLIANCE

1/19/2023

OCCUPANT:

Shelby Fitch

FIRE MARSHAL:



PLEASE NOTIFY THE OFFICE OF FIRE MARSHAL UPON COMPLIANCE

**CENTERVILLE FIRE DEPARTMENT
FIRE MARSHAL'S INSPECTION**

1ST INSPECTION

LOCATION	CENTERVILLE	COUNTY	Appanoose	DATE	10/12/22
OCCUPANT	STANSBERRY'S LLC	ADDRESS	313 N. 13TH ST		
OWNER	ROD BOGLE	ADDRESS	600 N. 15 TH ST.		
Admin	LUCRECIA KIMM	Phone #	641-895-4327		

WE HAVE INSPECTED THE ABOVE PREMISES AND FIND:

COMPLY AS FOLLOWS:

EXIT AND EMERGENCY LIGHTS COMBO AT EAST
BACK DOOR LEADING TO HALLWAY, AND DOOR
LEADING TO ALLEY WAY.

ONE 516 EXTINGUISHER - MOUNTED ON WALL IN
MAIN STORE AREA.

CORRECT ABOVE CONDITIONS
BY 11/12/22

DATE OF COMPLIANCE

OCCUPANT:

W. Bogle

10/14/22

FIRE MARSHAL:

[Signature]

PLEASE NOTIFY THE OFFICE OF FIRE MARSHAL UPON COMPLIANCE

RE INSPECTION on 11/11/2022

ALL ORDERS COMPLETED.

DOES COMPLY

[Signature]

**CENTERVILLE FIRE DEPARTMENT
FIRE MARSHAL'S INSPECTION**

LOCATION	Centerville Iowa	COUNTY	Appanoose	DATE	1/16/2023
OCCUPANT	Majestic Therter Lounge		100 North 13 th Street Centerville Iowa 52544		
OWNER	Continental Holdings	ADDRESS	307 North 13 th Street Centerville Iowa 52544		
Admin	Alison Fraser	Phone#	641-437-1025		

WE HAVE INSPECTED THE ABOVE PREMISES AND FIND:

COMPLY AS FOLLOWS: *NO ORDERS DOES COMPLY*

DATE OF COMPLIANCE	1/25/2023
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OCCUPANT:

FIRE MARSHAL:

PLEASE NOTIFY THE OFFICE OF FIRE MARSHAL UPON COMPLIANCE

CENTERVILLE FIRE DEPARTMENT
FIRE MARSHAL'S INSPECTION

LOCATION	Centerville Iowa	COUNTY	Appanoose	DATE	1/16/2023
OCCUPANT	Adams Bowl/Mama Dawns		1115 Haynes Avenue Centerville Iowa 52544		
OWNER	Schwering Enterprises LLC	ADDRESS	1115 Haynes Avenue Centerville Iowa 52544		
Admin	Dawn Schwering	Phone#	641-856-2604		

WE HAVE INSPECTED THE ABOVE PREMISES AND FIND:

COMPLY AS FOLLOWS: *NO ORDERS DOES COMPLY*

DATE OF COMPLIANCE

1/25/2023

OCCUPANT:

FIRE MARSHAL:

PLEASE NOTIFY THE OFFICE OF FIRE MARSHAL UPON COMPLIANCE



511 West Grand
Centerville, IA 52544

January 25, 2023

RECEIVED
JAN 30 2023

Attn: Mayor Mike O'Conner
Centerville City Council
312 E Maple Street
Centerville, Iowa 52544

Dear Mayor O'Conner and Council Members:

As of April 13, 2023, I am resigning my position on the Centerville Municipal Housing Agency. I have valued the years I have served on this board. Knowing that aid is available for those who need housing and being a part of that service helped satisfy my longing for social justice.

Centerville was certainly fortunate when years ago civic minded individuals made the arrangements for the Oaklawn Hi-Rise and the separate homes throughout the community. I hope that the concern for adequate housing for low income continues. The current problem for low income wishing to rent is finding a decent affordable rental. Help under Title 8 is available, but the apartments are few and far between. My dream would be to have more decent rentals available.

Best wishes for taking care of others.

Sincerely,

A handwritten signature in cursive script that reads 'Dana Moritz'.

Dana Moritz

Cc: Kecia McFarland, Executive Director, Centerville Municipal Housing

Phone: 515-229-9170

dmoritz@mchsi.com



511 West Grand
Centerville, IA 52544

January 16, 2023

Attn: Mayor Mike O'Connor
Centerville City Council
312 E Maple Street
Centerville, Iowa 52544

Dear Mayor O'Connor,

I am writing to announce my resignation from the Centerville Municipal Waterworks Board. My hearing is so impaired that my ability to function on the board is not possible.

I have enjoyed working with the board members and the Centerville city staff.

Best wishes for the future.

Sincerely,

A handwritten signature in blue ink that reads "Glenn Moritz".

Glenn Moritz

Phone: 515-229-9170
dmoritz@mchsi.com

2023 Goals for Historic Preservation Commission

- Update and improve the Inventory of Historic Property
- Develop a five year plan
- Continue and enhance the cooperation between the Commission and the Design Committee of Mainstreet
- Collaborate with City Council for passage of the Historic Overlay ordinances
- Advance the implementation of Design Review for the Historic Courthouse District
- Convince the City Council to increase the number of Historic Preservation Commissioners from five to seven to insure equal participation between HPC and Mainstreet
- Continue to educate the community on the need for preserving the National Historic Register properties with special emphasis on the Stratton House

RESOLUTION NO. 2023-3943

RESOLUTION CONVEYING FIRETRUCK TO CITY OF MORAVIA

WHEREAS, the City of Centerville purchased a new first-out fire response vehicle (2023 Freightliner VIN *G2506) which was delivered in January 2023; and,

WHEREAS, deliver of the new truck replaces the current usage and need for the previous first-out truck (2000 Freightliner VIN *07121);

WHEREAS, the old truck has useful life that could be beneficial to a smaller volunteer fire service in Appanoose County, and

WHEREAS, cities in Iowa are permitted to convey property to other cities in Iowa, and

WHEREAS, the City of Centerville established a fair market price of \$42,000 through the use of a firetruck sales broker; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Centerville, Iowa, that the City Administrator be directed to convey the 2000 Freightliner Fire Engine to the City of Moravia for the amount of \$42,000.

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

SECTION 3. This resolution shall be effective upon its passage by the City Council.

PASSED AND APPROVED by the City Council this 6th day of February, 2023.

Mike O'Connor, Mayor

ATTEST:

Jason Fraser, City Administrator

CITY OF MORAVIA

116 S. William Street

PO Box 246

Moravia, IA 52571

641 724-9811

January 13, 2023

Dear Centerville Fire Department:

This letter is official notification the Moravia City Council approved to purchase the 1999 Freightliner pumper truck from the Centerville Fire Department for \$42,000 after approval of a budget amendment.

Sincerely,

A handwritten signature in dark ink, appearing to read "Roy B. Miller", written over a horizontal line.

Roy Miller
Mayor

RESOLUTION NO. 2023-3944

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

WHEREAS, the City of Centerville (the "City") is the owner of that certain real estate located at 306 N. 12th, Centerville, Appanoose County, Iowa, 52544 (the "Property"), legally described as follows:

THE NORTH ONE-HALF (1/2) OF LOT FOUR (4), IN BLOCK THREE (3), IN
RANGE TWO (2), IN THE ORIGINAL TOWN OF CENTERVILLE, APPANOOSE
COUNTY, IOWA;

WHEREAS, the City Council of the City desires to sell the Property to FP LLC, an Iowa limited liability company ("Buyer"), for \$50,000.00 (the "Purchase Price"), pursuant to the terms and conditions contained in the proposed Real Estate Purchase Agreement, attached hereto as Exhibit "A" (the "Agreement");

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 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 February 20, 2023, 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 the _____ day of _____, 2023.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Clerk

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: Pub 111 LLCAddress of Owner: PB Box 1024 Centerville, IA 52544Location of Improvement: 111 W. Van Buren CentervilleLegal Description of Property: W 19' Lot 7 Blk 4 Rge 3E 2' Lot 8 Blk 4 Rge 3 (Square)Residential, Commercial, or Industrial Use: CommercialNature of Improvement: Refurbished Building into a restaurant.Present Assessed Value: \$ 45,360 (2015)Estimated Cost of Improvement (must increase assessed value more than 10% to qualify): \$ 130,000Estimated Date of Completion of Improvement: NOV 22 CEU
Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on _____, 2005.

City Clerk

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: Ultra 7 Development Storage LLC

Address of Owner: PO Box 1024 Centerville, IA

Location of Improvement: 905 E. Green ST

Legal Description of Property: See Attached

Residential, Commercial, or Industrial Use: Commercial

Nature of Improvement: Storage Warehouse (New Construction)
60 x 192

Present Assessed Value: \$2190.00

Estimated Cost of Improvement (must increase assessed value more than 10% to qualify): \$320,000 Building

Estimated Date of Completion of Improvement: Feb 2023


Owner

APPROVAL

The foregoing application was approved by resolution of the Centerville City Council on _____, 2005.

City Clerk

RESOLUTION NO. 2023-3949

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

WHEREAS, the City of Centerville (the "City") is the owner of that certain real estate located at 2001 and 2003 Drake Ave., Centerville, Appanoose County, Iowa, 52544 (the "Property"), legally described as follows:

LOTS ONE (1) AND TWO (2) IN BLOCK THREE (3) COLUMBIA PARK, ADDITION
TO THE CITY OF CENTERVILLE, APPANOOSE COUNTY, IOWA. EXCEPT COAL.

WHEREAS, 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") and a copy of the proposed Real Estate Purchase Agreement 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 February 20, 2023, 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 the ____ day of _____, 2023.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Clerk

RESOLUTION NO. 2023-3950

**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 1400 Drake Ave, Centerville, Appanoose County, Iowa, 52544, Centerville, Appanoose County, Iowa, 52544, legally described as follows (the "Property"):

Commencing at the point where the former C.B. & Q.R.R. Right of way intersects with the West right of way of Drake Avenue, in Centerville, Appanoose County, Iowa; thence South 39.5 feet, thence West to the point of intersection with the former C.B. & Q.R.R. right of way; thence northeasterly along said R.R. right of way to the point of commencement, all in or directly North of Lot 10 in Auditor's Sub-division of the NW ¼ NE ¼ of Section 1, Township 68, Range 18 (being Tax Parcel 340011001300000).

WHEREAS, the City Council of the City desires to sell the Property to Alva L. Pratte and Alice Jean Pratte, husband and wife ("Buyer") for \$10.00 and other consideration (the "Purchase Price") and a copy of the proposed Real Estate Purchase Agreement is attached hereto as Exhibit "A" (the "Agreement")

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 20, 2023, in the Council Chambers at City Hall located at 312 E. Maple St., Centerville, Iowa.

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

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

PASSED AND APPROVED this ____ day of _____, 2023.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Administrator



January 19, 2023

Jason Fraser, City Administrator
Centerville City Hall
312 East Maple
Centerville, Iowa 52544

Dear Mr. Fraser,

Thank you for meeting with representatives of the DNR to discuss the City's property located at Lelah Bradley Park this past August. This letter will address concerns with the current use of the property.

In 2006 the City entered into a Resource Enhancement and Protection (REAP) Grant Agreement, #07-R4-PZ, for the acquisition of 60.5 acres of land as an addition to the Lelah Bradley Park and Preserve Protection Plan, located at West Cottage St., in the SW Corner of Centerville, Appanoose County, Iowa. The grant award was not to exceed \$100,000. On October 27, 2006 the Notice of Use Restrictions Imposed by State Administrative Rule was executed, signed and notarized. Specifically, this Notice references the Iowa Administrative Code:

571 IAC 33.17(2) Land disposal. Whenever the department, and, if a city or county, the grantee, determine that land acquired or developed with resource enhancement and protection fund assistance is no longer of value for the program purposes, or that the grantee can show good cause why the land should no longer be used in accord with the approved project purpose; the land may be disposed of with the director's approval and the proceeds therefrom used to acquire or develop an area of equal value, or all grant funds shall be returned to the state for inclusion in the account from which the grant was originally made. If land acquired through the private grant program is determined to be no longer of interest by the state, the proposed dispersal of the property shall be reviewed by the grantee, and the grantee shall have the first right of refusal on an option to take title to the property in question

Iowa Code 455A.19(1)"d" allows for grants to be awarded to acquire, establish, and maintain natural parks, preserves and open spaces. The grants may include expenditures for multipurpose trails, restroom facilities, shelter houses and picnic facilities, but expenditures for single or multipurpose athletic fields, baseball or softball diamonds, tennis courts, golf courses, swimming pools and other group or organized sport facilities requiring specialized equipment are excluded. It is noted that permissions were attained by the DNR REAP Coordinator for the addition of the two cabins located on the property prior to construction.

In August 2022, DNR representatives visited the property and observed activities which are not allowed on properties funded through REAP. The following activities were observed:

- Several brush disposal and burn sites
- Building materials and concrete dump sites
- Haying
- Sports complex soccer field

None of the above noted uses of the property are allowed under the provisions of the REAP grant awarded to the City. All of these ineligible activities and uses shall cease and the property shall be brought into compliance with the allowable uses of the REAP grant. Conversely, if the City wishes to dispose of the land, either in totality or in part, please reference the provisions of 571 IAC 33.17(2).

It was noted during our meeting on August 31, 2022 the desire to construct 2 additional cabins on the property. Construction of cabins shall not proceed until the property is compliant either by land disposal or remediation and site conditions are approved by the DNR. It was also mentioned in this meeting the desire to construct trails and a campground on this property. Those are all eligible activities in accordance with the REAP Fund.

In addition to the concerns with the use of the property under the REAP provisions, it is also noted that the brush disposal and burn sites and the building materials and concrete dump sites are in violation of the DNR's open burning and solid waste disposal regulations.

567 IAC 23.2, with a few exceptions, prohibits the open burning of combustible material (including rubber tires, lumber, plastic, shingles, furniture, appliances, construction and demolition waste, and other trade wastes). Additionally, 567 IAC 100.4 prohibits the disposal (dumping or burial), or allowing the disposal, of non-rubble solid waste at any place other than a permitted sanitary disposal project. [Rubble means soil, brick, stone, or similar inorganic matter].

Improper open burning and solid waste disposal must be stopped immediately. Noncompliance with solid waste disposal regulations can result in administrative penalties of up to \$10,000.00 and civil penalties of up to \$5,000.00 per day of violation. The Rathbun Area Solid Waste Commission Landfill is the permitted disposal site for this location. Wastes must not be buried or dumped elsewhere.

Reminder, sediment control best management practices are encouraged any time soil is disturbed near sensitive areas (i.e. reservoir) and may be required if the disturbed soil area is one acre or more. Activities such as construction of new cabins and recreational trails, and removal of contaminated soil in the burn areas may be applicable. Contact DNR Field Office 5 if you wish to discuss further.

In an effort to address the concerns with the REAP grant and the open burning and solid waste violations, please provide a written response to this department by February 15, 2023. In your response, identify what measures will be taken to address the deficiencies noted and the timeframe in which they will be completed. The site will be revisited to determine compliance.

For questions regarding the REAP provisions associated with this property, please contact Michelle Wilson, REAP Coordinator, at 515-446-0535. For questions regarding the open burning and solid waste disposal issues, please contact Ted Petersen, DNR Field Office 5 at 515-250-3869.

Sincerely,

Michelle
Wilson

Digitally signed by
Michelle Wilson
Date: 2023.01.19
07:46:31 -06'00'

Michelle Wilson
REAP Coordinator



Digitally signed by Ted
Petersen
Date: 2023.01.19
08:02:38 -06'00'

Ted Petersen
Environmental Services Supervisor

MOWING CONTRACT

Contractor: <u>Precision Lawn Care, LLC</u>	Contract Date: <u>02/20/2023</u>
Project: <u>Mowing, trimming and spraying services for the City of Centerville, Iowa</u>	
Contract Sum: \$ <u>4,870 per mowing plus \$550 per spraying as set forth in Exhibit A for first year. \$4,917 and \$5,154 for year 2 and 3 respectively.</u>	

THIS MOWING CONTRACT (this "Contract") is executed to be effective on the date set forth above ("Contract Date"). The parties to the Contract are:

City of Centerville, Iowa 312 E. Maple Street Centerville, Iowa 52544 Owner's Representative: Telephone: 641-895-0164	("Owner") Steve Hawkins
---	--

Precision Lawn Care, LLC PO Box 382 Moravia, IA 52571 Contractor's Representative: Telephone: 712-292-0375	("Contractor") Steve Kopf
--	--

1. Services. In connection with the project described above ("Project"), Contractor shall perform the services described on Exhibit A (the "Services"). The Services shall be performed only by those employees of Contractor that have been approved by Owner. The Services shall be performed by Contractor in a safe, professional, good and competent manner in accordance with the generally accepted standards of the lawn maintenance profession at the time of performance and shall conform to the provisions of this Contract. Contractor shall perform only those Services described on Exhibit A, as directed by Owner and only in accordance with such directions. To the extent that a Change Order (hereinafter defined) is executed in accordance with Section 1.2 and Exhibit B, the Services described on Exhibit A shall be deemed to be amended to reflect the addition, alteration, or omission of any services described by such Change Order.

1.1 Independent Contractor. Contractor is an independent contractor and not an employee or agent of the Owner. Accordingly, Contractor shall not hold itself out as, or claim to be acting in the capacity of, an employee, agent, partner or joint venturer of Owner.

1.2 Changes. From time to time, Owner may authorize changes in the Services, issue additional instructions, require additional Services or direct the omission of Services previously ordered. Only those changes in the Services that are approved on a change order ("Change Order") in the form set forth in Exhibit B and executed by an authorized representative of Owner shall be binding on Owner.

1.3 Compliance with Laws. Contractor warrants for itself and its officers, directors, employees, agents, and suppliers, and their respective agents and employees, compliance with all applicable federal, state, and local laws and regulations, including permits and licenses concerning health, safety, and the protection of the environment and those concerning Equal Employment Discrimination Resulting from Age, and Utilization of Disadvantaged and Minority Business Enterprises.

2. Contract Sum. Subject to the conditions set forth in this Contract, as sole consideration for the proper and complete performance of the Services, Owner agrees to pay Contractor the total amount set forth above

and itemized on Exhibit A ("Contract Sum"), pursuant to the terms of this Contract. Changes to the Contract Sum may only be authorized by a Change Order agreed and signed in advance by the Owner and Contractor. Contractor shall submit its invoices, with supporting documentation, for the portion of the Services through the 25th day of each calendar month ("Request for Payment") to Owner on or before 12:00 noon the 1st and 3rd Wednesdays during the Contract Time. At Owner's option, Owner may require that all Requests for Payment be accompanied by a partial or final waiver of liens (as applicable) in a form approved by Owner. Upon receipt of a properly documented Request for Payment, Owner will pay said invoices on or before the date that is 5 business days after the council meeting in which the Request for Payment is approved.

3. Contract Time. This Contract shall be effective for a term ("Contract Time") commencing on the Contract Date and ending on October 31, 2014 or on the date this Contract is terminated as provided in Section 5.3 below. Notwithstanding the foregoing, Contractor may terminate this contract on December 31 each year during the Contract Time by providing a written notice to Owner on or before December 1 of such year.

4. Insurance. Contractor shall satisfy the insurance obligations described on Exhibit C. The cost of insurance shall be at no cost to Owner.

5. Default Remedies and Termination.

5.1 Owner's Remedies and Right to Terminate. In the event of a default by Contractor in the performance of its obligations under this Contract, if Contractor has failed to cure the default within ten days after receiving written notice thereof from Owner, Owner may exercise any remedies at law or in equity, including specific performance, injunctive relief, or termination of this Contract for cause

5.2 Contractor's Remedies and Right to Terminate. Contractor shall have no right to terminate this Contract without cause, and may only terminate in the event of Owner's default. In the event of a default by Owner in the performance of its obligations under this Contract, other than non-payment of an undisputed invoice, Contractor shall give written notice to Owner of any alleged breach by Owner, and Owner shall have a reasonable time within which to cure any alleged breach. In the event of a default for non-payment of an undisputed invoice, Contractor may terminate this Contract if Owner fails to cure the default within ten days after receiving written notice of the default from Contractor. If Owner is in breach of this Contract, Contractor's exclusive remedy shall be either a reasonable increase in the Contract Sum, which increase shall be limited to the actual, out-of-pocket costs and expenses incurred by Contractor as a direct result of Owner's breach, or termination of this Contract subject to Section 5.3. Contractor unconditionally waives all other remedies against Owner including special, consequential, and punitive damages.

5.3 By Any Termination. In the event either Owner or Contractor terminates this Contract, subject to the limitations set out in this Contract, Contractor, as its sole and exclusive remedy upon termination, shall be compensated only for the Services properly performed prior to the effective date of termination together with reimbursable expenses incurred through the effective date of termination.

6. Indemnification.

6.1 To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the Indemnified Parties (hereafter defined), protect and hold harmless Owner and Owner's partners, officers, directors, members, owners, agents, employees, and lenders; and each of their respective successors and assigns (each individually an "Indemnified Party" and collectively the "Indemnified Parties"), from and against any and all claims, demands, damages, losses, lawsuits and other proceedings, judgments, causes of action, liabilities, claims of lien, liens, civil or criminal penalties and charges, costs and expenses (including attorneys' fees, expert witness fees, litigation expenses, court costs and other litigation costs) (collectively, "Claims") arising out of or resulting from (i) Contractor's default (beyond any applicable notice and cure period) under this Contract; (ii) any willful or negligent act or omission of Contractor or any of its partners, officers, directors, members, owners, agents and employees, in connection with the performance or conduct of the Services.

6.2 Contractor agrees not to settle any Claims without the Indemnified Parties' reasonable consent unless: (i) all monetary damages payable in respect of the Claim are paid by Contractor; (ii) the Indemnified Parties receive a full, complete and unconditional release in respect of the Claim without any admission or finding of obligation, liability, fault or guilt (criminal or otherwise) with respect to the Claim, and (iii) no injunctive, extraordinary, equitable or other relief of any kind is imposed on the Indemnified Parties. The Indemnified Parties may employ separate counsel at Contractor's expense if (x) Contractor has failed to adequately assume and actively conduct the defense of such Claims or to employ counsel with respect thereto; or (y) in the reasonable opinion of the Indemnified Parties a conflict of interest exists between the interests of the Indemnified Parties and Contractor that requires representation by separate counsel.

6.3 In any and all Claims against one or more Indemnified Parties by any employee of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification obligation under this Section 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.4 The rights and obligations described in this Section 6 shall survive the expiration or earlier termination of this Contract.

7. Rebates and Kickbacks. Contractor represents, warrants and covenants that it has neither paid, agreed to pay, nor will pay any sums or any other consideration to any partner, director, officer, employee, agent or other representative of Owner or any affiliate of Owner in connection with this Contract or any services hereunder, nor has any such payment or agreement for payment been requested or solicited by any such partner, director, officer, employee, agent or representative. Contractor hereby acknowledges that it understands that any such payment or agreement would violate Owner's and Owner Representative's firm and undeviating policy, and that this representation and warranty constitutes a material inducement upon which Owner is relying in entering into and performing its obligations under this Contract.

8. No Liens. Contractor hereby waives, and shall not permit to be filed or otherwise imposed, any type of lien on any of the property of Owner in connection with the Services. If any such lien is filed, Contractor shall cause such lien to be released and discharged within 15 calendar days, or provide Owner with a bond or other security, which shall be in an amount and in form and substance acceptable to Owner in its sole discretion.

9. Safety. Contractor shall at all times comply with any and all safety programs in effect on the Project at any site upon which any of the Services are to be performed.

10. Assignment. Contractor shall not assign this Contract (or any of its rights, duties or remedies under this Contract) without the prior written consent of Owner. Owner may, however, assign this Contract (and any of its rights, duties or remedies under this Contract) to any person or entity without notice to Contractor.

11. Miscellaneous. This Contract constitutes the entire agreement between the parties regarding the performance of the Services and supersedes all prior understandings and negotiations (whether written or oral). All exhibits referenced in this Contract are attached hereto and incorporated herein by reference. The word "including" or derivatives thereof shall be deemed to mean "including, but not limited thereto." This Contract can only be amended in writing signed by both parties. When this Contract requires a matter to be subject to the consent or approval of Owner, such approval or consent must be in writing and may be granted or withheld at Owner's option (unless expressly provided otherwise herein). All warranties, indemnities, and other unperformed obligations of Contractor shall survive termination of this Contract. The invalidity or unenforceability of any part of this Contract shall not invalidate or affect the remainder, which shall continue to govern the relative rights and duties of the parties as though the invalid or unenforceable part were not a part hereof.

12. Notices. All notices given under this Contract must be in writing and must be given to the parties at the addresses set forth above (or at such other address as the parties may specify by giving written notice to the other party in accordance with this Section 12). Notices given by mail shall be deemed delivered three business

days after deposited in the U. S. Mail, Registered or Certified Mail, Return Receipt Requested. Notices given by any other means shall be deemed delivered when acknowledged by the party receiving notice.

13. Waiver of Jury Trial, Consent to Jurisdiction. Both parties hereby waive, where permitted by law, trial by jury on any matter brought by either of them against the other arising out of or in any way connected with this Contract and/or any claim for injury or damage arising hereunder. Exclusive venue for any and all legal actions regarding this Contract shall be Appanoose County, Iowa. The parties hereby submit themselves to the jurisdiction of Iowa courts.

14. Withholding. Contractor shall provide Owner with a Form W-9 Request for Taxpayer Identification Number and Certification or such other form or information as reasonably requested by Owner. Contractor hereby authorizes Owner to withhold from or pay on behalf of Contractor any amount of federal, state, local or foreign taxes that the Owner reasonably determines the Owner is required to withhold or pay with respect to any amount payable to Contractor pursuant to this Contract.

This Contract is executed to be effective as of the Contract Date set forth above.

OWNER:

CITY OF CENTERVILLE, IOWA,
an Iowa municipal corporation

By: _____
Name: _____
Title: _____

CONTRACTOR:

PRECISION LAWN CARE, LLC
an Iowa limited liability company

By: _____
Name: _____
Title: _____

Attachments:

Exhibit A -- Description of Services and Contract Sum
Exhibit B -- Change Order
Exhibit C -- Insurance Requirements

Exhibit A

DESCRIPTION OF SERVICES AND CONTRACT SUM

A. Description of Services:

Contractor will provide the following services (the "Services"):

Contractor shall mow and trim during the Contract Time the following City-owned properties: Oakland Cemetery, mini-parks described in Section B below, Appanoose County Courthouse lawn, Morgan Cline (All-Play) Sports Complex, Law Center, Highway 2 and 5 intersection, Kennis Korner Park, and Haynes lots at Orchard. Contractor will be required to keep such grounds in an up kept condition which includes; mowing & trimming often enough to not allow grass to exceed 5" tall. Roadways at cemetery will be sprayed when directed by Owner. In addition, Contractor will spray weed killer on the roadways in the Oakland Cemetery at such times as designated by Owner. Contractor will be required to have cemetery mowed and groomed no sooner than 1 week prior to Memorial Day.

Contractor declares that Contractor has examined to its satisfaction, the plans, specifications and contract documents, the location of the work, the conformation of the ground, the character, quality and quantity of material to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of work, general and local condition, and other matters which can affect the work under this Contract, this Contract is made with full knowledge of the intent and purpose of the same. Contractor further declares that in respect to these matters he/she is not relying upon any representation made to Contractor any officer, agent, or employee of the City, or by any other person on behalf of Owner but that he/she relies solely upon Contractor's own investigation.

Upon the execution of this Contract, Contractor shall provide Owner a payment and performance bond with a penal sum in the amount of \$50,000, which bond shall be in a form complying with the laws of Iowa relating there to, and shall be conditioned upon the completion of the Contract in accordance with specifications and payment for all materials and labor entering into the work, and against faulty workmanship and materials until final acceptance by the Owner.

During times when there may be a funeral all mowing and trimming operations will be stopped until funeral is over. Tables in the City Park will be moved by contractor to allow these areas to be mowed and trimmed properly. Mowing and trimming around pool will be done during morning hours to insure the safety of the public using the pool. All mowing and trimming will be completed in an area before moving to another area.

Contractor shall designate, in writing, a responsible on-site representative of each work crew who shall serve as a contact for matters involving quality, performance or non-performance of the required work assigned to that crew. Owner may disapprove any individual whom he considers to be incompetent to perform the work required. Such disapproval will be given to Contractor by written notice, and Owner's decision shall represent a final decision.

After each area being mowed, Contractor's representative at the job site shall enter the time and date that mowing and trimming had been completed on a daily log sheet and given to Owner.

Owner may to inspect all areas involved in this Contract. In the event that an area is missed, or is not mowed or trimmed as reasonably required by Owner, Contractor agrees to return and re-perform the unsatisfactory or missed services immediately upon receipt of notice from Owner.

All Contractor personnel shall utilize tact, and courtesy at all times when dealing with the public.

Contractor will be required to educate their employees to work and plan their work safety.

As described in this Contract, Contractor will be liable for damage to any Owner or private property caused by Contractor or its employees and must report to Owner in writing any such damage immediately. Any cost associated with this damage will be paid for by Contractor.

B. Contract Sum:

Owner shall pay Contractor on a per-mowing basis with a guarantee of 14 mowings for the Contract Time, additional mowing will be at the discretion of Owner. Trimming will be done every other mowing or as may otherwise be requested by Owner. The breakdown of the Contract Sum related to the mowing services is as follows on a per-mowing basis:

	Year 1	Year 2	Year 3
Oakland Cemetery	\$3,150.00	\$3,150.00	\$3,292.00
Mini Park (Madison between 4th and 6th)	140.00	140.00	150.00
Mini Park (South 21st and Cottage)	85.00	85.00	95.00
Old Law Center	90.00	90.00	100.00
Highway 2 and 5 Intersection	70.00	70.00	80.00
Kennis Korner park	40.00	40.00	45.00
Morgan Cline Sport Complex	1070.00	1117.00	1167.00
Haines Lots at Orchard	45.00	45.00	45.00
Court House Lawn	180.00	180.00	180.00
Total	\$4,870.00	\$4,917.00	\$5,154.00
Spraying of roadways in cemetery	\$550.00	\$550.00	\$600.00

Exhibit B

CHANGE ORDER
MOWING CONTRACT

Contractor: _____ Change Order No: _____
Owner: _____
Project: _____
Original Contract Date: _____ Change Order Effective Date: _____

Owner and Contractor entered into that certain Mowing Contract on the Original Contract Date (the "Contract").

1. This Change Order authorizes:

This Change Order constitutes full, final, and complete compensation to Contractor for all costs, expenses, overhead, profit, and any damages of every kind that Contractor may incur in connection with the above-described changes in the Services, including any impact on the referenced Services or on any of the Services under the Contract, any changes in the sequence of any Services, any delay to any Services, any disruption of any Services, any rescheduling of any Services, and any other effect on any of the Services under the Contract. By the execution of this Change Order, Contractor accepts the new Contract Sum and Contract Time shown below, and expressly waives any claims for any additional compensation, damages, or time extensions in connection with the above-described changes. Except as expressly modified, all terms of the Contract shall remain in full force and effect and shall cover the performance of, and payment for, any Services authorized herein.

The original Contract Sum, as applicable, was \$

Net change by previously authorized Change Orders \$

The Contract Sum prior to this Change Order was \$

The Contract Sum will be increased by this Change Order not to exceed \$

The new Contract Sum including this Change Order will be \$

This Change Order will cause the Contract Time to be increased.

ACCEPTED BY:

CONTRACTOR

OWNER

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Exhibit C

INSURANCE REQUIREMENTS

Contractor shall not commence Services under this Contract until it has obtained insurance in compliance to the following requirements:

COVERAGE AND LIMITS

Contractor, at its own expense, 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	Statutory Limits, if state has no statutory limits then: \$100,000 each accident \$100,000 policy limit bodily injury by disease \$100,000 each employee, bodily injury by disease	1. Waiver of subrogation in favor of Insured Parties (hereafter defined). 2. No "alternative" forms of coverage will be permitted. 3. Insured Parties will be named as an "alternate employer".
2. Commercial General Liability (Occurrence Basis)	\$500,000 per occurrence \$500,000 general aggregate \$500,000 product-completed operations aggregate limit. \$500,000 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 "additional insureds" on ISO Form CG 2026 1185, or equivalent 3. Waiver of subrogation in favor of Insured Parties 4. Deletion of exclusions for liability assumed under contract (personal and advertising injury) 5. No modification which would make Contractor's policy excess over or contributory with Owner's liability insurance 6. This insurance will be maintained in identical coverage, form and amount, including required endorsements, for at least 2 years following the completion of the Services 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 \$200,000 per person, 500,000 per occurrence or its equivalent, and \$20,000 per occurrence for property.	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

◆ **OTHER REQUIREMENTS**

Any aggregate limit which is reduced below 75% of the limit required by this Contract because of losses incurred must be reinstated by Contractor. No deductible or self-insured retention in excess of \$2,000 without the prior written approval of Owner. The Professional Liability Insurance Coverage may be arranged under a separate Professional Liability Insurance Policy, under a Project Insurance Policy, or by a combination of separate policies and a Project Insurance Policy, provided there is no duplicative coverage applying to other projects.

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

Contractor shall not commence any Services of any kind under this Contract until all insurance requirements contained in this Exhibit C have been provided and complied with, and until a Certificate of Insurance has been provided to Owner. Evidence to be delivered to Owner prior to commencing operations at the site and at least 5 days prior to the expiration of current policies. **The “ACORD Form 25-S Certificates of Liability Insurance” or another pre-approved substitute 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 Owner, Contractor shall provide Owner a certified copy of any or all insurance policies or endorsement required under this Exhibit C.

◆ **INSURANCE REQUIRED FOR CONTRACT TIME**

Any and all insurance required by this Exhibit C shall be maintained during the entire Contract Time, including any extensions thereto.

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

Owner shall, without exception, be given not less than 30-days notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require a ten-day 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 C.

◆ **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit C requiring an additional insured endorsement shall be endorsed, using an additional insured endorsement, to name as additional insureds Owner and each of its partners, officers, directors, members, owners, 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, such other insurance shall be on an excess or contingent basis and shall apply only to such additional insureds. To the extent that naming additional insureds beyond those listed above causes Contractor to incur an additional cost, the cost of adding such additional insureds shall be borne by Owner.

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LIABILITY					
AFLAC	AFL PRE ACCIDT		780.02	54114	1/19/23
CENTERVILLE POLICE ASSOCIATION	PD UNION DUES		42.00	54111	1/19/23
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,115.56		54109	1/19/23
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,115.56	2,231.12	54124	2/02/23
INTERNAL REVENUE SERVICE	FED/FICA TAX	19,146.43		15086802	1/19/23
INTERNAL REVENUE SERVICE	FED/FICA TAX	20,048.18		15086811	2/02/23
INTERNAL REVENUE SERVICE	FED/FICA TAX		39,194.61		
IPERS	IPERS PENSION		24,457.62	15086801	1/19/23
MFPRSI	MFPRSI PENSION	16,943.56		15086799	1/19/23
MFPRSI	MFPRSI PENSION		16,943.56		
RATHBUN LAKE AREA YMCA	YMCA		230.36	54110	1/19/23
J & S SPORTS LLC	SNAP FITNESS		204.00	54117	1/19/23
TREASURER - STATE OF IOWA	STATE TAXES	6,668.49		15086800	1/19/23
TREASURER - STATE OF IOWA	STATE TAX		6,668.49		
VANTAGEPOINT TRSFR AGTS 307140	ICMARC 457 PLAN		1,614.00	54115	1/19/23

050	LIABILITY TOTAL		92,365.78		
POLICE DEPT					
DR. ANTHONY TATMAN	MMPI FOR APPLICANTS		125.00		
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		1,033.80		
FIRST NATIONAL BANK OMAHA	WINDOW BLINDS-OFFICES	209.97		15086819	2/06/23
FIRST NATIONAL BANK OMAHA	POSTAGE	16.54		15086820	2/06/23
FIRST NATIONAL BANK OMAHA	POSTAGE	15.70	242.21	15086821	2/06/23
IMPRESSIVE DESIGNS STUDIO & PR	REGISTRATION FORMS		5.00		
MID-STATES ORG CRIME INFO CTR	MOIC MEMBERSHIP		100.00		
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS-POLICE		741.00		
US CELLULAR	JANUARY 2023 CELL/WIFI		484.48		
WEX BANK	FUEL/SERVICE PURCHASES		2,417.92	15086825	2/06/23

110	POLICE DEPT TOTAL		5,149.41		
EMERGENCY MGMT					
VC3 INC	IT IMPLEMENTATION SERVICES		9,639.20		

130	EMERGENCY MGMT TOTAL		9,639.20		
FIRE DEPT					
ALLIANT ENERGY	GAS/ELECTRIC UTILITIES		425.03	15086803	1/19/23
CHARITON VALLEY MEDICAL CENTER	PRE EMPLOYMENT PHYSICALS		335.00		
DIAGNOSTIC IMAGING ASSOCIATES	XRAY - K CRITCHLOW		74.00		
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		7.98		
FIRE SERVICE TRAINING BUREAU	7TH ESSENTIALS/FIRE FIGHTING		286.07		
FIRST NATIONAL BANK OMAHA	DWN PYMT TANK	1,152.35		15086815	2/06/23
FIRST NATIONAL BANK OMAHA	LIGHTBULBS	48.55	1,200.90	15086818	2/06/23
FOGLE TRUE VALUE	NUTS/BOLTS		29.39		
IMPRESSIVE DESIGNS STUDIO & PR	BUSINESS CARDS/BOOKS		37.45		
INFOMAX OFFICE SYSTEMS INC	COPIER LEASE 01/13/23-02/12/23		68.18		
LOCKRIDGE INC	MISC FOR NEW TRUCK 70		26.12		
SINCLAIR NAPA	OIL FILTER & OIL		61.92		
NATEL BROADBAND	PHONE/INTERNET FEBRUARY 2023		28.16	54121	1/19/23
O'REILLY AUTOMOTIVE STORE INC	1 GAL - FLUID MAINTENENCE		59.97		
QUILL LLC	TOILET PAPER		19.48		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS		123.50		
RIVER HILLS COMM HEALTH CTR	DRUG SCREEN - J POWELL		75.00		
UNITY POINT CLINIC-OCC MEDICIN	DRUG SCREENS - J BEUKEMA		84.00		
WEX BANK	FUEL/SERVICE PURCHASES		338.75	15086825	2/06/23

150	FIRE DEPT TOTAL		3,280.90		
EMS					
ALLIANT ENERGY	GAS/ELECTRIC UTILITIES		425.03	15086803	1/19/23
AMERIGROUP	REFUND/OVERPAYMENT		132.23		
BOUND TREE MEDICAL LLC	ELECTRODES/TUBE HOLDERS		561.76		
CHARITON VALLEY MEDICAL CENTER	PRE EMPLOYMENT PHYSICALS		100.00		
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		21.76		
EMERGENCY MEDICAL PRODUCTS INC	SENSORS/SOLUTION		2,341.46		
FIRST NATIONAL BANK OMAHA	INK	95.57		15086815	2/06/23
FIRST NATIONAL BANK OMAHA	LIGHTBULBS	48.55	144.12	15086818	2/06/23
GALLS LLC	SHIRT - J BEUKEMA		122.70		
HY-VEE	DECEMBER 2022 MEDICATIONS		539.65		
INFOMAX OFFICE SYSTEMS INC	COPIER LEASE 01/13/23-02/12/23		68.18		
IOWA DCI	BACKGROUND CHECK		15.00	54122	1/24/23
IOWA MEDICAID ENTERPRISE	FEB 23 STATE SHARE GEMT MCO		2,310.02	54119	1/19/23
K & K INSURANCE	IRF-6 REFUND		59.96	54123	1/26/23
EARL LARSON	PRF-15 REFUND		21.25		
MEDLINE INDUSTRIES INC	IV ADMIN SET		158.35		
NATEL BROADBAND	PHONE FEBRUARY 2023		102.16	54121	1/19/23
PHYSICIANS CLAIMS CO (PCC) INC	OCT 2022 AMBULANCE BILLING		6,166.17		
QUILL LLC	TOILET PAPER		19.48		
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS		432.25		
RIVER HILLS COMM HEALTH CTR	DRUG SCREEN - A KOLL		30.00		
SJ SMITH CO INC	OXYGEN - RENTAL		447.36		
STERICYCLE INC	MONTHLY SERVICE JAN & FEB		146.90		
UNITY POINT CLINIC-OCC MEDICIN	DRUG SCREENS - A KOLL		97.00		
US CELLULAR	JANUARY 2023 CELL/WIFI		219.44		
WEX BANK	FUEL/SERVICE PURCHASES		1,319.73	15086825	2/06/23

160	EMS TOTAL		16,001.96		
BUILDING INSPECTOR					
JUSTIN DOLL	CELL PHONE REIMBURSEMENT		35.00		
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		2.90		
FIRST NATIONAL BANK OMAHA	CERTIFIED MAIL	46.18		15086816	2/06/23
FIRST NATIONAL BANK OMAHA	LIGHTBULBS	48.56	94.74	15086818	2/06/23
INFOMAX OFFICE SYSTEMS INC	COPIER LEASE 01/13/23-02/12/23		68.19		
QUILL LLC	TOILET PAPER		19.48		
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS		61.75		
SUPERIOR ELECTRICAL & DATA	REPLACE 8 LIGHT BULBS - OFFICE		111.92		
VEENSTRA AND KIMM, INC.	IHCC PROJECT		1,264.76		
WEX BANK	FUEL/SERVICE PURCHASES		57.30	15086825	2/06/23

170	BUILDING INSPECTOR TOTAL		1,716.04		
STREET DEPT					
AHLERS & COONEY PC	LABOR AND EMPLOYMENT		344.13		
ALLIANT ENERGY	GAS/ELECTRIC UTILITIES		1,682.13	15086803	1/19/23

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
CARQUEST OF CENTERVILLE	HDMO 15W40		3,210.49		
CENTERVILLE WATERWORKS	JANUARY WATER/SEWER		118.58		
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		10.88		
FIRST NATIONAL BANK OMAHA	PW HOIST	1,218.22		15086818	2/06/23
FIRST NATIONAL BANK OMAHA	SPREADERS	1,588.30		15086822	2/06/23
FIRST NATIONAL BANK OMAHA	TOTES	160.55	2,967.07	15086823	2/06/23
IDEAL READY MIX CO	FRANKLIN PATCH		406.25		
INFOMAX OFFICE SYSTEMS INC	COPIER LEASE 01/13/23-02/12/23		68.62		
IOWA ONE CALL	LOCATES		34.56		
NATEL BROADBAND	PHONE/INTERNET FEBRUARY 2023		99.00	54121	1/19/23
NORRIS ASPHALT PAVING	COLD PATCH		382.40		
QUILL LLC	TOILET PAPER		19.49		
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS		247.00		
WEX BANK	FUEL/SERVICE PURCHASES		2,742.85	15086825	2/06/23

	210 STREET DEPT TOTAL		12,333.45		
STREET LIGHTS & ELECTRIC					
ALLIANT ENERGY	GAS/ELECTRIC UTILITIES		9,550.31	15086803	1/19/23
CARROLL CONSTRUCTION SUPPLY	ST LIGHTS SONOTUBE		127.80		
CICCO CONSTRUCTION LLC	ST LIGHTS 12TH ST - BORING		1,700.00		
J & J READY MIX CO LLC	ST LIGHTS 12TH ST		700.00		
MCGILL'S REPAIR & CONSTRUCTION	NEW STREET LIGHT N 12TH		2,640.41		

	240 STREET LIGHTS & ELECTRIC TOTAL		14,718.52		
AIRPORT - CITY					
MCCLURE	AIRPORT-CONCRETE REPAIR-DESIGN		13,511.00	54120	1/19/23
US CELLULAR	JANUARY 2023 CELL/WIFI		40.44		

	280 AIRPORT - CITY TOTAL		13,551.44		
LIBRARY DEPT					
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		2.18		
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS		432.25		

	410 LIBRARY DEPT TOTAL		434.43		
PARKS					
ALLIANT ENERGY	GAS/ELECTRIC UTILITIES		180.81	15086803	1/19/23

	430 PARKS TOTAL		180.81		
CEMETERY					
ALLIANT ENERGY	GAS/ELECTRIC UTILITIES		105.49	15086803	1/19/23
IOWA INSURANCE DIVISION	2022 PCC ANNUAL REPORT FEE		101.00	15086798	1/17/23

	450 CEMETERY TOTAL		206.49		
POOL					
ALLIANT ENERGY	GAS/ELECTRIC UTILITIES		203.83	15086803	1/19/23
NATEL BROADBAND	PHONE FEBRUARY 2023		7.00	54121	1/19/23

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	499 POOL TOTAL		210.83		
ECONOMIC DEVELOPMENT PACT	L.O.S.T. ALLOCATION		3,077.54		
	520 ECONOMIC DEVELOPMENT TOTAL		3,077.54		
ECONOMIC DEVELOPMENT ALLIANT ENERGY IAT95, LLC	GAS/ELECTRIC UTILITIES 505 E STATE ST - TAX SALE		80.65 1,800.00	15086803	1/19/23
	599 ECONOMIC DEVELOPMENT TOTAL		1,880.65		
CITY CLERK EMPLOYEE BENEFIT SYSTEMS RATHBUN LAKE AREA YMCA	HEALTH/LIFE BENEFITS EMPLOYEE MEMBERSHIPS		2.18 61.75		
	620 CITY CLERK TOTAL		63.93		
CITY HALL & GEN BLDGS AHLERS & COONEY PC ALLIANT ENERGY CENTERVILLE ROTARY CLUB CENTERVILLE WATERWORKS CHARITON VALLEY MEDICAL CENTER CIVICPLUS LLC FIRST NATIONAL BANK OMAHA FIRST NATIONAL BANK OMAHA HOPKINS & HUEBNER PC INFOMAX OFFICE SYSTEMS INC IOWA MEDIA NETWORK LOCKRIDGE INC NATEL BROADBAND PROFESSIONAL COMPUTER SOLUTION QUILL LLC US CELLULAR VC3 INC	LABOR AND EMPLOYMENT GAS/ELECTRIC UTILITIES ANNUAL ROTARY DUES 2023 DELQ ACCT ASSESSMENT - OWENS PRE EMPLOYMENT PHYSICALS 2023 MASS NOTIFICATION FEE 1099 FORMS AND ENVELOPES EMAIL SERVICE DEC 2022 LEGAL FEES - EMPLOYMENT COPIER LEASE 01/13/23-02/12/23 01/03/23 COUNCIL MINUTES/BILLS PLUNGER PHONE/INTERNET FEBRUARY 2023 DNS MGMT FEB 23 PENS/HIGHLIGHTERS/CD STORAGE JANUARY 2023 CELL/WIFI MONTHLY BILLING JANUARY 2023		344.11 850.07 720.00 1,218.11 50.00 884.09 4.91- 895.33 890.42 925.00 68.62 183.27 6.99 132.16 5.00 74.80 38.14 223.41	15086803 15086817 15086818	1/19/23 2/06/23 2/06/23
	650 CITY HALL & GEN BLDGS TOTAL		6,614.19		
OFFICE STAFF EMPLOYEE BENEFIT SYSTEMS RATHBUN LAKE AREA YMCA	HEALTH/LIFE BENEFITS EMPLOYEE MEMBERSHIPS		6.54 185.25		
	651 OFFICE STAFF TOTAL		191.79		
HOTEL/MOTEL TAX APPANOOSE CO TREASURER	TAX CERT PURCHASE - 306 N 12TH		78,413.00	54118	1/18/23
	659 HOTEL/MOTEL TAX TOTAL		78,413.00		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WATER					
AHLERS & COONEY PC	LABOR AND EMPLOYMENT		344.13		
CIVICPLUS LLC	2023 MASS NOTIFICATION FEE		884.08		
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		8.70		
FIRST NATIONAL BANK OMAHA	7 ROLLS STAMPS	420.00		15086814	2/06/23
FIRST NATIONAL BANK OMAHA	PW HOIST	633.39		15086818	2/06/23
FIRST NATIONAL BANK OMAHA	INK/PRINTER	103.96	1,157.35	15086823	2/06/23
INFOMAX OFFICE SYSTEMS INC	COPIER LEASE 01/13/23-02/12/23		68.62		
IOWA ONE CALL	LOCATES		34.57		
NATEL BROADBAND	PHONE/INTERNET FEBRUARY 2023		73.16	54121	1/19/23
QUILL LLC	TOILET PAPER		19.49		
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS		185.25		
US CELLULAR	JANUARY 2023 CELL/WIFI		58.06		
VAUGHN AUTOMOTIVE	HINGES		198.37		
WEX BANK	FUEL/SERVICE PURCHASES		498.66	15086825	2/06/23

810	WATER TOTAL		3,530.44		
SEWER					
AHLERS & COONEY PC	LABOR AND EMPLOYMENT		344.13		
ALLIANT ENERGY	GAS/ELECTRIC UTILITIES		10,259.17	15086803	1/19/23
CARDANI AUTO WORKS LLC	TIRES - 2 - BOBCAT		382.00		
CARQUEST OF CENTERVILLE	ANTI GEL		36.08		
CENTERVILLE WATERWORKS	JANUARY WATER/SEWER		56.62		
CIVICPLUS LLC	2023 MASS NOTIFICATION FEE		884.08		
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		13.78		
FIRST NATIONAL BANK OMAHA	PW HOIST	633.37		15086818	2/06/23
FIRST NATIONAL BANK OMAHA	ELECTRIC MOTOR	351.59	984.96	15086824	2/06/23
FOX STRAND, INC	WW PROJECT ENGINEERING-DEC 22		14,156.62		
INFOMAX OFFICE SYSTEMS INC	COPIER LEASE 01/13/23-02/12/23		68.62		
IOWA DEPT OF NATURAL RESOURCES	STORM WATER PERMIT - WEST		175.00		
IOWA ONE CALL	LOCATES		34.57		
MICROBAC LABORATORIES, INC.	TESTING		3,121.00		
NATEL BROADBAND	PHONE/INTERNET FEBRUARY 2023		28.15	54121	1/19/23
QUILL LLC	TOILET PAPER		19.49		
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS		308.75		
TERRACON CONSULTANTS, INC.	WWTP SPECIAL INSPECTION		5,531.25		
TREASURER - STATE OF IOWA	SALES TAX	1,118.68		15086813	2/01/23
TREASURER - STATE OF IOWA	SALES TAX-SEPT		1,118.68		
WEX BANK	FUEL/SERVICE PURCHASES		346.97	15086825	2/06/23
WINDSTREAM IOWA COMMUNICATIONS	TELEPHONE/INTERNET SERVICE		314.84	15086826	2/06/23

815	SEWER TOTAL		38,184.76		
STORM WATER					
TREASURER - STATE OF IOWA	SALES TAX	60.28		15086813	2/01/23
TREASURER - STATE OF IOWA	SALES TAX-SEPT		60.28		

865	STORM WATER TOTAL		60.28		
INSURANCE CLAIMS					
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		52,469.92		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	951 INSURANCE CLAIMS TOTAL		52,469.92		
FLEX PLAN EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS		72.00		
	952 FLEX PLAN TOTAL		72.00		
	Accounts Payable Total		354,347.76		
	Invoices: Paid		227,905.82		
	Invoices: Scheduled		126,441.94		
	Payroll Checks		148,975.98		
	Report Total		503,323.74		

CLAIMS REPORT
CLAIMS FUND SUMMARY

Payroll Checks: 1/17/2023- 2/06/2023

FUND	NAME	AMOUNT
001	GENERAL FUND	197,486.71
003	ARPA FUND	9,639.20
110	ROAD USE TAX FUND	53,550.58
112	EMPLOYEE BENEFIT FUND	4,289.97
120	HOTEL/MOTEL TAX	78,413.00
127	LOST-ECONOMIC DEV	3,077.54
609	CITY WATER FUND	24,785.41
610	SEWER UTILITY OPERATING	65,999.69
660	AIRPORT-CITY	13,551.44
740	STORM SEWER RESERVE	60.28
820	INSURANCE TRUST FUND	52,469.92

	TOTAL FUNDS	503,323.74

Project Status Report

Centerville, Iowa

Project Manager	Jenny Ruddy, P.E.
Period Covered	December 2022
Date	January 6, 2023
Projects Covered	2081-18A/7024.004 Centerville Wastewater Treatment

Activities/Accomplishments	
1	Facilitated a monthly construction progress meeting with the Owner, Contractor, FOX Strand, and Hall Engineering.
2	Continued review of product shop drawings and change proposal pricing submitted by the Contractor for review of compliance with the Contract Documents.
3	Answered Contractor construction questions by responding to Requests for Information submitted by the Contractor and issuing field orders.
4	Provided onsite resident project representative and survey services.
5	Prepared information required for the generator permit by IDNR.
6	Prepared change order 6.

Issues/Special Considerations	
1	Please continue to submit MOR reports and influent flow monitoring to FOX Strand.

Goals for Next Period	
1	FOX Strand will continue review of Contractor provided shop drawings for products and equipment to be supplied on the project and to hold monthly construction progress meetings.
2	Resident Construction Representative onsite observation will remain nearly full time over the next couple of months as concrete pouring, backfill and other contractor activities that require observation have increased.
3	Provide additional information to IDNR on the air permit as required.

Date of Issuance: 1/24/2022

Effective Date: 2/6/2023

Owner: City of Centerville

Owner's Contract No.:

Contractor: Locke AMI

Contractor's Project No.:

Engineer: FOX Strand

Engineer's Project No.: 2081-18A/7024.004

Project: Centerville WWTP Improvements

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Item 1 Change Proposal Request (CPR) 9 – Add Lighting Wall Pack to UV Building (East Plant): Replace an existing wall pack light with a new "W2" LED wall pack fixture. **[Add \$540.00]****Item 2 Work Change Directive (WCD) 3 - East Plant Tile Line Connections:** Extend the 4-inch and 6-inch field drainage tiles located on the west side of the East Plant EQ basin into the new 15" storm drainage sewer. **[Add \$4,210.00]**

Attachments: CPR 9 and WCD 3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 12,038,000.00	Original Contract Times: Substantial Completion: <u>July 28, 2023</u> Ready for Final Payment: <u>60 days after Substantial Completion</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$ 10,381.47	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price prior to this Change Order: \$12,048,381.47	Contract Times prior to this Change Order: Substantial Completion: <u>July 28, 2023</u> Ready for Final Payment: <u>60 days after Substantial Completion</u> days or dates
[Increase] [Decrease] of this Change Order: \$4,750.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order: \$12,053,131.47	Contract Times with all approved Change Orders: Substantial Completion: <u>July 28, 2023</u> Ready for Final Payment: <u>60 days after Substantial Completion</u> days or dates

RECOMMENDED:
By: 
Engineer (if required)

Title: Project Manager
Date: 2/1/2023

ACCEPTED:
By: _____
Owner (Authorized Signature)

Title _____
Date _____

ACCEPTED:
By: Scott Carroll
Contractor (Authorized Signature)

Title Project Manager
Date 1/27/2023

CPR SUMMARY PRICING SHEET

PROJECT:		Centerville WWTP		Owner City of Centerville		CPR #		009	
PROJECT NO.:		23-22-308		Owner PO#		ORIGINAL DATE:		12/05/22	
PRICED BY:		Scott Carroll		DESCRIPTION OF WORK:		Replace lighting wall pack at UV building as addressed in RFI-080.		REVISION 1 DATE:	
CHECKED BY:								12/30/22	
								REVISION 2 DATE:	
								REVISION 3 DATE:	

DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
ADDITIONS									
Add Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Add Task Subcontractor	1.0	LS	\$ 508.00	2		\$ 508.00			\$ 508.00
Add Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Add Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
Mob & Demob Equipment		EA		4				\$ -	\$ -
Subsistance		DAY	\$ 110.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 90.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 50.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY		4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 50.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY		4				\$ -	\$ -
				4				\$ -	\$ -
Medium Tools		WK	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables		LS	\$ -	4				\$ -	\$ -
Superintendant		HR	\$ 109.98	3			\$ -		\$ -
Senior Estimator		HR	\$ 78.00	3			\$ -		\$ -
Project Manager		HR	\$ 107.00	3			\$ -		\$ -
Project Engineer		HR	\$ 78.00	3			\$ -		\$ -
Project Coordinator		HR	\$ 60.00	3			\$ -		\$ -
Bond	1.0	LS	0.513%	%	\$ 2.61				\$ 2.61
									\$ -
									\$ -
Sub-Total					\$ 2.61	\$ 508.00	\$ -	\$ -	\$ 510.61
Subcontractor Mark-Up %	5%					\$ 25.40			\$ 25.40
Direct Mark-Up %	15%				\$ 0.39				\$ 0.39
					\$ -	\$ -			\$ -
ADDITIONS SUB-TOTAL									\$ 536.40
DELETIONS									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
Sub-Total					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -		\$ -
DELETIONS SUB-TOTAL									\$ -
NET SUB-TOTAL									\$ 536.40
									\$ -
TOTAL									\$ 536.40
Additional Contract Substantial / Final Completion Time		DAY						USE-->	\$ 540.00

PROJ: Centerville WWTP

ESTIMATOR: Scott Carroll

Scott Carroll

PCO #: 009

CHECKED:

DATE: 12/05/22

SCOPE OF WORK: Replace lighting wall pack at UV building as addressed in RFI-080.

REV 1

REV 2

REV 3

[illegible]

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE M & S	SUBC = S	MATL TOTAL	SUBC TOTAL	LABOR ONLY	EQUIP ONLY	TOTAL LAB & EQ	MAN HRS	Foreman	Boilermaker	Ironworker	Operator	Laborer	Painter	Insulator	Sheet Metal Worker			Backhoe	2250 Crane	12000# Lull	MISC EQUIP \$											
DELETIONS												DELETIONS																								
												ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT					
(1)																																				
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CHANGE ORDER

Reference Nbr.	C00253
Change Date	25-Nov-2022
Completion Date	25-Nov-2022
Customer ID	005018
Currency	USD
Project Reference Nbr.	CA-211720
Project CO Nbr.	0005
Contract Time Change, Days	
Description	UV Wall Pack East Plant

Price Electric - Des Moines
1505 E Aurora Ave.
Des Moines, IA, 50313
Phone: (515) 957-9027
Web: www.priceelectric.us

REVENUE BUDGET

NO.	DESCRIPTION	CURRENT CO AMOUNT
1	UV Wallpack	508.00

Detailed Description: Price is proposing adding a Wall Pack for UV building at the East Plant.

CONTRACTOR

Price Electric - Des Moines
1505 E Aurora Ave.
Des Moines, IA, 50313
Phone: (515) 957-9027
Web: www.priceelectric.us

25-Nov-2022

(signature)

OWNER

Locke AMI
15705 S. US. 169 Hwy
Olathe, KS, 66062

25-Nov-2022

(signature)

Bid Summary Report

Centerville WWT Improvements Estimator: phada

Job #3320

Job Name: Centerville WWT Improvements

Contractor:

Estimator: phada

Notes:

Bid Date: 9/28/2021

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
UV Wallpack	\$42.76	100.00%	\$42.76	2.05	100.00%	2.05

Top Sheet

Raw Cost	\$479.07	Sales per Month	\$0.00
Tax	\$0.00	Return per Month	\$0.00
Raw Cost with Tax	\$479.07	Price per Square Foot	\$0.00
Overhead	\$0.00	Hours per Square Foot	0.00
Profit	\$25.36	Square Feet	0.00
Total Return Amount	\$25.36	Job Months	0.00
Total Return %	4.98%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	110.00
Price	\$504.43	Workers per Day	0.00
Bond	\$4.54	Total Hours	2.05
Sell Price	\$508.97	Markup Sales Tax (Overhead)	Yes
Adjusted Sell	\$0.00	Markup Sales Tax (Profit)	Yes
Adjusted Sell Return 0.00%	\$0.00	Use Bond Table	Yes

Cost Totals

Name	\$/Sq Ft	Project %
Materials	\$0.00	8.93%
Labor	\$0.00	47.07%
Supplier Quotes	\$0.00	44.00%
SubContractors	\$0.00	0.00%
Direct Job Expense	\$0.00	0.00%
Equipment Rental	\$0.00	0.00%

Bid Summary Report

Centerville WWT Improvements Estimator: phada

Job #3320

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Burden Percent	Labor Cost
<New Labor Assignment>	100.00%	2.05	\$110.00	\$0.00	0.00%	\$225.50
Totals	100.00%	2.05	\$110.00	\$0.00	0.00%	\$225.50

Mark Ups

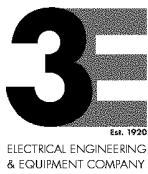
Mark Ups	OVERHEAD						PROFIT	
	Total		%	Amount		%	Amount	
Materials	\$42.76	+	0.00%	\$42.76	+	10.00%	\$47.04	
Labor	\$225.50	+	0.00%	\$225.50	+	0.00%	\$225.50	
Supplier Quotes	\$210.81	+	0.00%	\$210.81	+	10.00%	\$231.89	
SubContractors	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00	
Direct Job Expense	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00	
Equipment Rental	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00	
Totals	\$479.07		0.00%	\$479.07		5.29%	\$504.43	

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$42.76	0.00%	\$0.00
Labor	\$225.50	0.00%	\$0.00
Supplier Quotes	\$160.81	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
	Total Tax:		\$0.00

Supplier Quotes

Name	Supplier	Labor Hours	Tax (0.0%)	Unit Cost	Mult	Amount
Fixtures	3E	0.00	Yes	\$160.81	1.00	\$160.81
Shipping		0.00	No	\$50.00	1.00	\$50.00
Totals:		0.00				\$210.81



ELECTRICAL ENGINEERING & EQUIPMENT CO.
 2800 NORTH COURT
 OTTUMWA, IA52501
 (641)226-5103 FAX (641)226-5140
 www.3e-co.com

QUOTE

CUST.#: 223130
 SHIP TO: PRICE INDUSTRIAL ELECTRIC
 CENTERVILLE WWTP
 1115 E STATE STATE
 General Delivery
 CENTERVILLE, IA 52544

BILL TO: PRICE ELECTRIC
 405 N TROY RD
 ROBINS, IA 52328-9633

CORRESPONDENCE TO: Electrical Engineering & Equip
 953 73RD ST
 WINDSOR HEIGHTS, IA 50324-1031

TAKEN BY	QUOTE DATE	QUOTE NO.
cjac	11/22/22	8110183-00
P.O. NO.		PAGE #
CENTERVILLE WWTP		1
PLACED BY	BRITTANY	

INSTRUCTIONS	REFERENCE		CASH DISCOUNT:
CENTERVILLE WWTP			
SHIP POINT	SHIP VIA	SHIPPED	IF PAID BY:
3E - OTTUMWA	3E TRUCK		

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	NET PRICE	AMOUNT (NET)
2	HUB PRL-C-LS-4K LED WALLPACK 2553-8510L 40K 120-277 TYPE IV	1		1	E	140.52	140.52
3	HUB PBT-1 120V PC FOR LNC LNC2 FSL FML FLL	1		1	E	20.29	20.29
2	Lines Total	Qty Shipped Total		2	Total		160.81
					Invoice Total		160.81

Date of Issuance: 1/11/2023

Effective Date: 1/11/2023

Owner: City of Centerville

Owner's Contract No.:

Contractor: LOCKE AMI

Contractor's Project No.:

Engineer: FOX Strand

Engineer's Project No.: 2081-18A/7024.004

Project: Wastewater Treatment Improvements Contract Name:

Contractor is directed to proceed promptly with the following change(s):

East Plant EQ Basin Tile Line Connections**Description:**

The Contractor identified flowing existing field tile along the west side of the flow equalization basin at the East Plant. It is proposed to tie the 2 field tile lines (1-4", 1-6") into the manholes for the new 15" storm drainage sewer.

Attachments:

Contractor's CPR Summary Pricing Sheet (2 pages)

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

(Requested to complete this work and get backfilled before further winter weather)

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 4,210

[increase] ~~[decrease]~~

Contract Time 0 days

~~[increase]~~ [decrease].**Basis of estimated change in Contract Price:**
☒ Lump Sum

☐ Unit Price (Time and Materials)

☐ Cost of the Work

☐ Other
RECOMMENDED:

By: Jennifer Rusbly By: _____
Engineer (Authorized Signature)

Title: Project Manager

Date: 1/11/2023

AUTHORIZED BY:

7/7
By: _____
Owner (Authorized Signature)

Title: City Administrator

Date: 1/16/23

RECEIVED:

By: Scott Carroll
Contractor (Authorized Signature)

Title: Project Manager

Date: 1/10/2022



CPR SUMMARY PRICING SHEET

PROJECT: Centerville WWTP		Owner City of Centerville		CPR #		TBD	
PROJECT NO.: 23-22-308		Owner PO#		ORIGINAL DATE:		01/09/22	
PRICED BY: Scott Carroll		DESCRIPTION OF WORK: Tie existing field tiles, located during installation, into the structures closest to them.				REVISION 1 DATE:	
CHECKED BY:						REVISION 2 DATE:	
				REVISION 3 DATE:			

DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
ADDITIONS									
Add Task Material	1.0	LS	\$ 850.00	1	\$ 850.00				\$ 850.00
Add Task Subcontractor	1.0	LS	\$ 600.00	2		\$ 600.00			\$ 600.00
Add Task Labor	1.0	LS	\$ 1,491.46	3			\$ 1,491.46		\$ 1,491.46
Add Task Equipment	1.0	LS	\$ 440.00	4				\$ 440.00	\$ 440.00
Mob & Demob Equipment		EA		4				\$ -	\$ -
Subsistence		DAY	\$ 110.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 90.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 50.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY		4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 50.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY		4				\$ -	\$ -
				4				\$ -	\$ -
Medium Tools		WK	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables		LS	\$ 57.94	4				\$ -	\$ -
Superintendant		HR	\$ 109.98	3			\$ -		\$ -
Senior Estimator		HR	\$ 78.00	3			\$ -		\$ -
Project Manager		HR	\$ 107.00	3			\$ -		\$ -
Project Engineer	4.0	HR	\$ 78.00	3			\$ 312.00		\$ 312.00
Project Coordinator		HR	\$ 60.00	3			\$ -		\$ -
Bond	1.0	LS	0.513%	%	\$ 18.95				\$ 18.95
									\$ -
									\$ -
Sub-Total					\$ 868.95	\$ 600.00	\$ 1,803.46	\$ 440.00	\$ 3,712.41
Subcontractor Mark-Up %	5%					\$ 30.00			\$ 30.00
Direct Cost Mark-Up %	15%				\$ 130.34		\$ 270.52	\$ 66.00	\$ 466.86
					\$ -	\$ -			\$ -
ADDITIONS SUB-TOTAL									\$ 4,209.27
DELETIONS									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
Sub-Total					\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -		\$ -
DELETIONS SUB-TOTAL									\$ -
NET SUB-TOTAL									\$ 4,209.27
									\$ -
TOTAL									\$ 4,209.27
Additional Contract Substantial / Final Completion Time		DAY						USE-->	\$ 4,210.00

PROJ: Centerville WWTP

ESTIMATOR: Scott Carroll

Scott Carroll

PCO #: TBD

CHECKED:

DATE: 01/09/22

SCOPE OF WORK: Tie existing field tiles, located during installation, into the structures closest to them.

REV 1

REV 2

REV 3

[illegible]

Contractor's Application for Payment

Owner:	City of Centerville	Owner's Project No.:	CS1920978 01
Engineer:	FOX Strand, Inc.	Engineer's Project No.:	2081-18A
Contractor:	Locke AMI, LLC	Contractor's Project No.:	2322308
Project:	Wastewater Treatment Improvements, 2021		
Contract:	Wastewater Treatment Improvements, Centerville, Iowa, 2021		

Application No.: 14 **Application Date:** 1/24/2023
Application Period: From 12/22/2022 to 1/23/2023

1. Original Contract Price	\$ 12,038,000.00
2. Net change by Change Orders	\$ (13,618.53)
3. Current Contract Price (Line 1 + Line 2)	\$ 12,024,381.47
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 6,555,394.06
5. Retainage	
a. 5% X \$ 5,112,596.45 Work Completed =	\$ 255,629.82
b. 5% X \$ 1,442,797.61 Stored Materials =	\$ 72,139.88
c. Total Retainage (Line 5.a + Line 5.b)	\$ 327,769.70
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 6,227,624.36
7. Less previous payments (Line 6 from prior application)	\$ 5,410,332.98
8. Amount due this application	\$ 817,291.38
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 5,796,757.11

Contractor's Certification

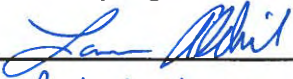
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Locke AMI, LLC

Signature: Scott Carroll Digitally signed by Scott Carroll
DN: c=US, E=scarroll@lockeami.com,
OU=Locke AMI, LLC, CN=Scott Carroll
Date: 2023.01.24 14:06:25-0500 **Date:** 1/17/2023

Recommended by Engineer

By: 
Title: Project Manager
Date: 1/26/23

Approved by Funding Agency

By: _____
Title: _____
Date: _____

Approved by Owner

By: _____
Title: _____
Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Centerville	Owner's Project No.:	CS1920978 01
Engineer:	FOX Strand, Inc.	Engineer's Project No.:	2081-18A
Contractor:	Locke AMI, LLC	Contractor's Project No.:	2322308
Project:	Wastewater Treatment Improvements, 2021		
Contract:	Wastewater Treatment Improvements, Centerville, Iowa, 2021		

Application No.:	14	Application Period:	From 12/22/22 to 01/23/23	Application Date:	01/24/23
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Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	Bonds and Insurance	85,000.00	85,000.00	-		85,000.00	100%	-
2	Newforma Allowance	7,600.00	7,600.00	-		7,600.00	100%	-
3	Project Management	475,000.00	294,060.00	22,620.00		316,680.00	67%	158,320.00
4	Mobilization	238,230.00	238,230.00	-		238,230.00	100%	-
5	East Plant Schedule of Values					-		-
6	SWPPP	41,904.00	35,618.40	-		35,618.40	85%	6,285.60
7	Tree Removal	80,704.00	80,704.00	-		80,704.00	100%	-
8	Mass Cut Hillside & Temp Roads	125,712.00	119,426.40	-		119,426.40	95%	6,285.60
9	Roadway & Sidewalk Work	301,428.00				-	0%	301,428.00
10	Remove & Replace Topsoil	108,640.00	43,456.00	-		43,456.00	40%	65,184.00
11	Fencing	116,400.00				-	0%	116,400.00
12	Bypass Pumping	15,900.00				-	0%	15,900.00
13	Sludge Hauling	54,999.00				-	0%	54,999.00
14	Seeding	22,500.00				-	0%	22,500.00
15	Replace Digester Lid	270,450.00	88,605.00	-	154,800.00	243,405.00	90%	27,045.00
16	Digester Insulation and Roofing	62,000.00				-	0%	62,000.00
17	Digester Lid Painting	84,535.00				-	0%	84,535.00
18	Gas Safety System	56,357.00				-	0%	56,357.00
19	Prelim Treatment Foundations	104,372.00	104,372.00	-		104,372.00	100%	-
20	Prelim Treatment Cast-In-Place Walls	187,900.00	159,654.00	9,395.00	61.00	169,110.00	90%	18,790.00
21	Prelim Treatment Elevated Slab	125,250.00				-	0%	125,250.00
22	Prelim Treatment Tilt-up & Roof	398,900.00	398,900.00	-		398,900.00	100%	-
23	Roof insulation and membrane	12,700.00				-	0%	12,700.00
24	Mechanically Cleaned Screen & Wash Press	214,200.00				-	0%	214,200.00
25	Vortex Grit Equipment	113,700.00				-	0%	113,700.00
26	Grit Washer/Dewater	105,110.00				-	0%	105,110.00
27	Prelim Treat Building Pumps	39,750.00				-	0%	39,750.00
28	Hydraulic & Stop Gates	85,554.00			85,554.00	85,554.00	100%	-
29	Prelim Treat Exposed Piping	68,191.00			14,015.00	14,015.00	21%	54,176.00
30	Stairs, Handrails & Grating	202,885.00				-	0%	202,885.00
31	Monorail, Coiling Doors & Access Hatches	56,357.00	6,732.27	-	4,539.13	11,271.40	20%	45,085.60
32	Walk Doors & Windows	65,378.00				-	0%	65,378.00
33	Remove Sludge Beds	113,296.00	113,296.00	-		113,296.00	100%	-
34	Excavate Sludge Storage Tank	406,624.00	406,624.00	-		406,624.00	100%	-

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Centerville	Owner's Project No.:	CS1920978 01
Engineer:	FOX Strand, Inc.	Engineer's Project No.:	2081-18A
Contractor:	Locke AMI, LLC	Contractor's Project No.:	2322308
Project:	Wastewater Treatment Improvements, 2021		
Contract:	Wastewater Treatment Improvements, Centerville, Iowa, 2021		

Application No.:	14	Application Period:	From	12/22/22	to	01/23/23	Application Date:	01/24/23
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			(D + E) From Previous Application (\$)	This Period (\$)				
35	Sludge Storage Tank Foundation & Walls	837,759.00	837,759.00	-		837,759.00	100%	-
36	Sludge Storage Tank Backfill	195,000.00	117,000.00	-		117,000.00	60%	78,000.00
37	Sludge Pump Building Foundations	59,800.00	59,800.00	-		59,800.00	100%	-
38	Sludge Pump Building Tilt-up & Roof	208,000.00		208,000.00		208,000.00	100%	-
39	Roof insulation and membrane	13,500.00				-	0%	13,500.00
40	Jet Mixing Pumps & Equipment	259,250.00			208,139.30	208,139.30	80%	51,110.70
41	Exposed Sludge Pump Building Piping	97,750.00			68,348.54	68,348.54	70%	29,401.46
42	Plant Drain Station Foundation/Structure	24,100.00		21,690.00		21,690.00	90%	2,410.00
43	Plant Lift Station Pumps	22,601.00			16,824.40	16,824.40	74%	5,776.60
44	Plant Lift Station Piping	16,975.00				-	0%	16,975.00
45	Effluent/UV Structure Modifications	33,950.00				-	0%	33,950.00
46	UV Equipment	187,598.00			134,950.00	134,950.00	72%	52,648.00
47	Underground Process Piping - Sludge Area	338,670.00	234,606.58	35,098.21	18,164.71	287,869.50	85%	50,800.50
48	Underground Process Piping - EQ to Prelim	64,850.00			15,182.65	15,182.65	23%	49,667.35
49	Metal Culvert Pipe	58,976.00	58,976.00	-	-	58,976.00	100%	-
50	RCP Storm Piping	235,807.00	113,860.32	23,580.70	27,623.88	165,064.90	70%	70,742.10
51	Influent & Sanitary Crossing Foundations	155,200.00	147,440.00	-		147,440.00	95%	7,760.00
52	Influent & Sanitary Crossing Exposed Pipe	100,880.00			100,880.00	100,880.00	100%	-
53	Potable Water Piping	32,301.00	32,301.00	-		32,301.00	100%	-
54	EQ Basin Modifications	24,444.00				-	0%	24,444.00
55	Control Building Architectural	16,907.00				-	0%	16,907.00
56	Exposed Pipe Coating - Pier Crossing	20,000.00				-	0%	20,000.00
57	Coatings - Preliminary Treatment	41,600.00				-	0%	41,600.00
58	Coatings - Sludge Pump Building & UV	49,700.00				-	0%	49,700.00
59	HVAC - Preliminary Treatment	185,000.00				-	0%	185,000.00
60	HVAC - Existing Control Building	166,500.00				-	0%	166,500.00
61	HVAC - Sludge Pump and UV Buildings	89,500.00				-	0%	89,500.00
62	Plumbing	90,695.00	27,263.00	-		27,263.00	30%	63,432.00
63	Solar Field Roads & Sitework	60,000.00	54,000.00	-		54,000.00	90%	6,000.00
64	Solar Array	525,546.00	180,173.00	-	292,818.50	472,991.50	90%	52,554.50
65	Underground Electrical	387,500.00	329,375.00	-		329,375.00	85%	58,125.00
66	Above Grade Rough In & Wiring - Preliminary Treatment	243,000.00		24,300.00		24,300.00	10%	218,700.00
67	Above Grade Rough In & Wiring - Sludge Pump Bldg	205,000.00				-	0%	205,000.00
68	Above Grade Rough In & Wiring - Exisitng Control Building	107,000.00				-	0%	107,000.00
69	Generator, ATS, and Switchgear	473,000.00	236,500.00	-		236,500.00	50%	236,500.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Centerville	Owner's Project No.:	CS1920978 01
Engineer:	FOX Strand, Inc.	Engineer's Project No.:	2081-18A
Contractor:	Locke AMI, LLC	Contractor's Project No.:	2322308
Project:	Wastewater Treatment Improvements, 2021		
Contract:	Wastewater Treatment Improvements, Centerville, Iowa, 2021		

Application No.:	14	Application Period:	From 12/22/22 to 01/23/23	Application Date:	01/24/23
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			(D + E) From Previous Application (\$)	This Period (\$)				
70	Controls	435,750.00				-	0%	435,750.00
71	Demobilization	168,532.00				-	0%	168,532.00
72	West Plant Schedule of Values	-				-		-
73	Tree Removal	15,520.00	15,520.00			15,520.00	100%	-
74	Road & Sidewalk Work	68,676.00				-	0%	68,676.00
75	SWPPP	15,520.00	11,640.00	-		11,640.00	75%	3,880.00
76	Remove & Replace Topsoil	29,294.00				-	0%	29,294.00
77	Fencing	9,603.00				-	0%	9,603.00
78	Remove Sludge Beds	51,216.00	51,216.00	-		51,216.00	100%	-
79	Seeding	18,500.00				-	0%	18,500.00
80	Sludge Hauling	54,999.00				-	0%	54,999.00
81	Excavate Lagoon	142,000.00				-	0%	142,000.00
82	UG Basin Subdrain & EQ Structures	43,002.00				-	0%	43,002.00
83	Lagoon Liner	87,979.00				-	0%	87,979.00
84	Effluent/UV Structure Modifications	33,853.00				-	0%	33,853.00
85	UV Equipment	187,600.00			134,950.00	134,950.00	72%	52,650.00
86	Stop Gates	5,700.00			5,700.00	5,700.00	100%	-
87	HVAC	12,300.00				-	0%	12,300.00
88	Control Building Exposed Piping	13,600.00			13,600.00	13,600.00	100%	-
89	Solar Array	198,000.00		37,583.50	140,616.50	178,200.00	90%	19,800.00
90	Underground Electrical	36,278.00	25,394.60	-		25,394.60	70%	10,883.40
91	Above Grade Rough In & Wiring	94,672.00				-	0%	94,672.00
92	Generator, ATS, and Equipment	126,500.00	31,625.00	-		31,625.00	25%	94,875.00
93	Controls	70,888.00			6,030.00	6,030.00	9%	64,858.00
94	Demobilization	42,133.00				-	0%	42,133.00
						-		-
Original Contract Totals		\$ 12,038,000.00	\$ 4,746,727.57	\$ 382,267.41	\$ 1,442,797.61	\$ 6,571,792.59	55%	\$ 5,466,207.41

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Centerville	Owner's Project No.:	CS1920978 01
Engineer:	FOX Strand, Inc.	Engineer's Project No.:	2081-18A
Contractor:	Locke AMI, LLC	Contractor's Project No.:	2322308
Project:	Wastewater Treatment Improvements, 2021		
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			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
CO#2	Paint Finish on Louver's (East Plant) vs. Mill Finish	740.00				-	0%	740.00
CO#3	West Plant Solar and Sludge Tank Unsuitable Soils	(22,198.53)	(22,198.53)	-		(22,198.53)	100%	-
CO#4	Galvanized Steel Embed Plates for Lower Level Embeds	(3,200.00)				-	0%	(3,200.00)
CO#5	Relocate NG Line & Emer. Lights	11,040.00	5,800.00	-		5,800.00	53%	5,240.00
						-		-
Change Order Totals		\$ (13,618.53)	\$ (16,398.53)	\$ -	\$ -	\$ (16,398.53)	120%	\$ 2,780.00
Original Contract and Change Orders								
Project Totals		\$ 12,024,381.47	\$ 4,730,329.04	\$ 382,267.41	\$ 1,442,797.61	\$ 6,555,394.06	55%	\$ 5,468,987.41

Stored Materials Summary
Contractor's Application for Payment

Owner:	City of Centerville	Owner's Project No.:	CS1920978 01
Engineer:	FOX Strand, Inc.	Engineer's Project No.:	2081-18A
Contractor:	Locke AMI, LLC	Contractor's Project No.:	2322308
Project:	Wastewater Treatment Improvements, 2021		
Contract:	Wastewater Treatment Improvements, Centerville, Iowa, 2021		

Application No.:		14	Application Period:			From	12/22/22	to	01/23/23	Application Date:			01/24/23
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)		
49	M-51859	014210-4030	Metal 96" Culvert	Site	6	9,238.95	-	9,238.95	9,238.95		9,238.95	-	
49	M-51858	014210-4030	Metal 96" Culvert	Site	6	12,758.55	-	12,758.55	12,758.55	-	12,758.55	-	
15	I-9742-1	467317-0001	Digester Cover	Site	7	154,800.00	-	154,800.00			-	154,800.00	
64	398	263100-0002	Solar Inverters	Site	7	82,600.00	-	82,600.00			-	82,600.00	
48 / 52	20051449-000	400500-003	DI Pipe	Site	8	116,062.65	-	116,062.65			-	116,062.65	
47	20052141-000	400500-003	DI Pipe	Site	8	18,164.71	-	18,164.71			-	18,164.71	
88 / 93	170035	432358-0001	RL Pumps	Site	8	17,405.00	-	17,405.00			-	17,405.00	
93	170088	432358-0001	RL Pump Control	Site	8	2,225.00	-	2,225.00			-	2,225.00	
28	7713/7750/7765	400559-0001	Hydraulic and Stop Gates	Site	9	85,554.00	-	85,554.00			-	85,554.00	
50	9682-001/9682-002	014210-4020	RCP Storm Piping	Site	9	27,623.88	-	27,623.88			-	27,623.88	
86	30085	400559-0001	Stop Gates	Site	9	5,700.00	-	5,700.00			-	5,700.00	
20	7713/7750/7765	400559-0001	Prelim Treat. Cast-In-Place Walls Site	9		61.00	-	61.00			-	61.00	
29	7713	400561-0001	Prelim. Treat Exposed Piping	Site	10	14,015.00	-	14,015.00			-	14,015.00	
31	9967	055000-0001	Access Hatches	Site	10	4,539.13	-	4,539.13			-	4,539.13	
41	7750	400561-0001	Exp. Sludge Pump Bldg. Piping	Site	10	24,076.50	-	24,076.50			-	24,076.50	
41	7765	400561-0001	Exp. Sludge Pump Bldg. Piping	Site	10	44,272.04	-	44,272.04			-	44,272.04	
43	19173	432500-0001	Plant Lift Station Pumps	Site	12	16,824.40	-	16,824.40			-	16,824.40	
64/89	3	263100-0001	Solar Array	Site	12	235,030.00	-	235,030.00			-	235,030.00	
64/89	3	263100-0004	Solar Array	Site	12	115,805.00	-	115,805.00			-	115,805.00	
40	74407	464121-0001	Jet Mixing Pumps and Equipment	Site	14		21,909.40	21,909.40			-	21,909.40	
40	73056	464121-0001	Jet Mixing Pumps and Equipment	Site	14	-	21,909.40	21,909.40			-	21,909.40	
40	75916	464121-0001	Jet Mixing Pumps and Equipment	Site	14	-	164,320.50	164,320.50			-	164,320.50	
46/85	3556C58585	466617-0001 and 466617-0002	UV Equipment	Site	14	-	269,900.00	269,900.00			-	269,900.00	
								-			-	-	
Totals						\$ 986,755.81	\$ 478,039.30	\$ 1,464,795.11	\$ 21,997.50	\$ -	\$ 21,997.50	\$ 1,442,797.61	



364 Monte Elma Rd. Montesano, WA 98563
Phone: 360-249-4042 Fax: 360-249-0532

Invoice No 0000074407

Customer 002046

Sales Order No: 159252

Bill to :

LOCKE AMI, LLC
PO BOX 40729
INDIANAPOLIS IN 46240
UNITED STATES

SHIPPED TO ADDRESS:
CENTERVILLE IA WWTP IMPROVEMENTS
1115 E STATE ST
CENTERVILLE IA 52544
UNITED STATES

Credit Card payments are only accepted prior to or at time of shipment.

Phone (317) 842-2616

Customer PO Number	Invoice Date	Terms	Shipping Terms	Ship Via	Salesperson
SUB-2322308-SJC-19	10/04/2022	PREPAID			ASI
Item	Part / Rev / Description / Details	Quantity	Unit Price	Discount	Extended Price
000010	DOWN PAYMENT Rev 000 U/M EA 10 % NET 30 FROM SUBMISSION OF TEST RESULTS	1.00	21,909.40	0.00	21,909.40
Sub total					21,909.40
Shipping					0.00
Sales Tax					0.00
Total Inv Price					US\$ 21,909.40

EIN 91-0722576

CUSTOMER COPY



Invoice No 0000073056

Customer 002046

Sales Order No: 159252

Bill to :

LOCKE AMI, LLC
PO BOX 40729
INDIANAPOLIS IN 46240
UNITED STATES

SHIPPED TO ADDRESS:
CENTERVILLE IA WWTP IMPROVEMENTS
1115 E STATE ST
CENTERVILLE IA 52544
UNITED STATES

Credit Card payments are only accepted prior to or at time of shipment.

Phone (317) 842-2616

Customer PO Number		Invoice Date	Terms	Shipping Terms		Ship Via	Salesperson
SUB-2322308-SJC-19		06/23/2022	PENDING APPROVAL				ASI
Item	Part / Rev / Description / Details		Quantity	Unit Price	Discount	Extended Price	
000010	DOWN PAYMENT Rev 000 U/M EA 10 % NET 30 FROM SUBMITTAL APPROVAL		1.00	21,909.40	0.00	21,909.40	
			Sub total			21,909.40	
			Shipping			0.00	
			Sales Tax			0.00	
			Total Inv Price			US\$ 21,909.40	

EIN 91-0722576

CUSTOMER COPY



Invoice No 0000075916

Customer 002046

Sales Order No: 159252

Bill to :

LOCKE AMI, LLC
PO BOX 40729
INDIANAPOLIS IN 46240
UNITED STATES

SHIPPED TO ADDRESS:
CENTERVILLE IA WWTP IMPROVEMENTS
1115 E STATE ST
CENTERVILLE IA 52544
UNITED STATES

JOB # 2322308

Credit Card payments are only accepted prior to or at time of shipment.

Phone (317) 842-2616

Customer PO Number		Invoice Date	Terms	Shipping Terms		Ship Via	Salesperson
2322308-SJC-19		01/13/2023	NET 30			TRUCK	
Item	Part / Rev / Description / Details	Quantity	Unit Price	Discount	Extended Price		
000010	JET MIXING SYSTEM Rev NS U/M EA 75 % DUE NET 30 FROM SHIPMENT	1.00	164,320.50	0.00	164,320.50		
000020	5 % TO BE PAID AT THE Rev NS U/M EA EARLIER OF STARTUP OR 210 DAYS FROM SHIPMENT OF EQUIPMENT	1.00	10,954.70	0.00	10,954.70		
Tracking No: CDS SEATTLE WAREHOUSE TAR TRANSPORT		Sub total Shipping Sales Tax Total Inv Price				175,275.20 0.00 0.00 US\$ 175,275.20	

EIN 91-0722576

CUSTOMER COPY

4828 PARKWAY PLAZA BLVD
CHARLOTTE, NC 28217
Tel. (704) 409-9700 Fax: (704) 716-7610



INVOICE				YOUR PURCHASE ORDER 2322308-SJC-7	
INVOICE NO. 3556C58585		FUS NO. D68873		DATE SHIPPED 1/24/23	DELIVERY NOTE I38796
INVOICE DATE 1/24/23		TRN P1	WHS 801	PAYMENT TERMS 100% N30 FROM INVOICE	

Sold To:

Customer No. 212518

Global No. 7530114

Ship To:

LOCKE AMI, LLC

PO BOX 40729

INDIANAPOLIS

IN 46240-0729

LOCKE AMI, LLC

CENTERVILLE, IA WWTP IMPROVME

1115 E. STATE STREET

CENTERVILLE IA 52544 9

FREIGHT TERMS		DELIVERY TERMS		ORDER PROCESSED BY	
Jobsite		NOT APPLICABLE THIS		WEDECO-CHARLOTTE ,NC	
SHIP VIA		ORDER TEXT		CUSTOMER TEXT	
PER CONTRACT		CENTERVILLE IA U21045		ANDY THOMAS	
LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
001	1400000699985 WEDECO SHIP/DELIVER MILESTONE+ PROJECT PROGRESS BILLING Equipment Shipment = invoice = \$242,910.00	1 EA	242,910.00	242,910.000	242,910.00
		\$269,900.00	less 10% = NET DUE THIS		
		NET AMOUNT BEFORE TAXES USD			242,910.00
					ORDER TOTAL USD 242,910.00

IMPORTANT - This invoice is governed by and subject to **TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS**. Different terms are hereby rejected unless expressly assented to in writing. Terms are accessible at <http://www.xylen.com/en-us/Pages/terms-conditions-of-sale.aspx>. Please contact Xylem at the number listed on this invoice within 72 hours should you have any issues or concerns pertaining to this invoice.

RESOLUTION NO. 2023-3948

RESOLUTION AUTHORIZING ABANDONMENT PROCESS AGAINST REAL PROPERTY

WHEREAS, Jeff L. McDanel is shown as the record-titleholder of that certain real property located at 1727 S. Main, Centerville, Appanoose County, Iowa, more particularly described as follows (the "Property"):

Lot 8 and Lot 9 in Olson's Subdivision of part of Lot 3 in Spooner & Lankford's Addition to the City of Centerville, Appanoose County, Iowa, except that part of said Lot 9 contained in the following tract: Commencing 9 feet North of Southwest Corner of Lot 10 in said Subdivision, thence in an Easterly direction to a point 3.53 feet South of Northeast Corner of Lot 9 in said Subdivision, thence North 50 feet, thence Westerly to a point 50 feet North of the point of beginning, thence South to the point of beginning.

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 ____ day of _____, 2023.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Administrator



CITY OF CENTERVILLE

312 East Maple St, PO Box 578

Centerville, IA 52544

www.centerville-ia.org

Phone: (641) 437-4339 Fax: (641) 437-1498

Agenda Item # 4G/H

Council Meeting Date: 02-06-2023

COUNCIL ACTION FORM

AGENDA ITEM: Planning for FY24 (July 1, 2023- June 30, 2024) City Budget

HISTORY:

Listed below is a summary of the significant budget items being discussed for the FY24 budget. This is a working document that will be updated at each council meeting as more information is developed from stakeholder comments and information. Items that are listed in yellow are still pending additional information.

To date, the City Administrator and department heads have met with the Public Works Committee, the Public Safety Committee, the Airport Commission, the Library Board, and the Waterworks board to discuss initial budget considerations. The budget should be ready for initial approval at the February 6th City Council meeting.

At tonight's meeting (February 6th), the Council will need to pass the resolution to set the public hearing for our Max Levy. The levies that are reflected on the Max Levy sheet are set. Pending legislative changes will not impact this process.

The City has moved its official publications to the Pitch which is a once weekly publication. The timeline for passage of this year's budget is as follows to ensure that additional council meetings are not required:

Calendar with Pitch Publication Deadlines

January 16, 2023: ~~First Council Discussion on FY24 Budget~~

February 6, 2023: Second Council Discussion on FY24 Budget w/Input from Department Heads

February 6, 2023: Resolution Setting Public Hearing for Max Levy 2% Budget Increase

February 8, 2023 Public Notice of Hearing on Max Levy 2% budget Increase - Published

February 20, 2023: Council Meeting for Public Hearing on 2% Budget Increase

February 20, 2023: Council Meeting for Passage of Resolution on 2% Budget Increase

March 6, 2023: Council Meeting for **Passage of Resolution Setting Public Hearing on FY24 Budget**

March 8, 2023 (NLT FEB 24: Public Notice of Budget Resolution Published

March 20, 2023: Public Hearing/Passage of Budget

March 20, 2023: Fall back Date for Passage of Resolution Setting Public Hearing on FY24 Budget

March 22, 2023: Fall back Date for Publication of Public Hearing Notice



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April 3, 2023: Fall back Date for Public Hearing/Passage of Budget
Must submit to State by April 30.

Under current publishing deadlines from the Pitch, the Ideal path would be 42 (February 6 – March 20) days without fallback days.

Early projections for the City valuation were to remain flat for this year. However, due to a miscalculation by the State legislature there is the possibility that the overall valuation will decrease. Specifically, the City looks to lose 1.8% in valuation overall. Our total projected residential valuation for this year is \$163,150,720. If the bill is corrected, our valuation would be reduced by \$2,936,712.96. This will impact all of our levy rates and reduce the limit of what we can levy for the General Fund (\$31,787), Library Fund (\$629) and Emergency Levy (\$629).

With the change, the City will be unable to increase our general fund levies to recoup the funds for FY24. As a result of the changes, cities are being given an extension until April 30th to complete their budget process. The above schedule has been modified to reflect these changes.

The overall impact of legislative changes is that the City will have to decrease our City operating budget for FY24 to keep the current tax rate flat or nearly flat. This will be a difficult task with inflation on most goods at 9.5% for this year and with many of our critical goods experiencing 20% or greater inflation. The timing of the removal of this levy rate change may prevent the City from making budget changes to accommodate the decrease. To protect the City from having insufficient money to operate, the final budget may include higher than normal Debt Service Levy than most years. This will free up some Franchise Fee money to help backfill the hit to the General Fund. The downside is that it will increase the overall City Tax rate by 1.89% to 17.8325/\$1000.

The overall tax rate for FY23 is \$43.56/\$1000 which is a decrease of 2.25% from FY22's \$44.56/\$1000 tax levy. The City only tax rate for FY23 is \$17.50/\$1000 which was a decrease of 1.25% from the FY22 city only rate of \$17.72/\$1000 tax levy. The proposed FY24 Tax is currently projected at **\$17.95/\$1000 which is a 2.6%** increase from the FY23 budget.

The overall City tax rate for FY22 was \$43.56 which is the 28th (28 out of 940) highest rate in the State. That number can be further broken down as:

City	17.72	(76 out of 941)
School	17.12	
County	6.80	24 out of 99 (Rural Only is 43 out of 99)
Other (IHCC, Ag Extension)	1.92	



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Wages: The CPI (measure of inflation) on the Public Employment Relations Board (PERB) shows that inflation was at 9.5% for the month of December 2022. The CPI being greater than 6 triggers a wage negotiation with both PPME and AFSCME. The current budget utilizes a 9.5% increase in its rate for estimation. Below is a comparison of the FY23 salary expenses and the FY24 salary proposal with the 9.5% wage increase.

Employee Benefits: Are funding through a non-general fund levy. The levy does not have a cap.

Insurance: The City has received an initial notice from our health insurance provider (IGHCP) of a 3.5% increase in premiums from Wellmark. For planning, the budget estimates a 3.5% increase which incorporates. The final rate should be determined in early February after the annual IGHCP meeting with the City.

YMCA Membership: The administrator has added a YMCA membership to the benefits provided to employees. This benefit will hopefully allow for a healthier workforce which will over time reduce our health insurance costs. Additionally, it helps to sustain the partnership the City has with the YMCA through the use of funds other than the general fund.

Industrial Offset (Rollback): Based on the backfill phase-out plan passed by the Iowa Legislature, the rollback FY23 is \$75,661.66 which will be slowly phased out over the next seven years. \$63,550.89 in FY24; \$52,959.07 in FY25; \$42,367.26 in FY26, \$31,775.44 in FY27, \$21,183.63 in FY28, and \$10,591.81 in FY29 before being completely eliminated in FY30. The loss of rollback is a hit to the general fund that can hopefully be offset by growth.

Senior Tax Credit: The Iowa legislature passed a new tax credit for residents over 70. The program provides a tax credit against property taxes for those over 70 years of age. There is not a financial projection for the impact this could have on City taxes, but the Annual Census Survey estimates that 19.8% (1095 people) of our population is over the age of 65. There is currently no data regarding the impact of this change.

Road Use Tax (RUT): RUT is the primary funding source for our street department. The RUT distribution is based on the population for Centerville. The rate for RUT this year is projected as \$130 per capita. For Centerville, that means a projection of \$703,560 (5412 x \$130 = \$703,560).

Waste Water Facility Project: The City will have a principal only payment due in December of 2023 as well as a Principal and Interest Payment due in June of 2024. This is reflected in the debt service section of the budget presentation packet.



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Hotel/Motel (Tourism): For FY24, the City is projecting \$10000 from Hotel/Motel revenue. The City has committed all but \$7,500 (retained for community clean-up and cemetery software) of this to PACT to support tourism operations. The tourism operations do include City WiFi on the Square, Funding for the Garden Club, and the Fire Dept. car show

Utility Rates:

Sewer: The City Council has passed an ordinance (Ord. 1343). This rate ordinance included the necessary \$2 per month increase for the DNR Surcharge required to fund the current waste water project. This increase is sufficient for our current Capital expense needs.

However, the Consumer Price Index (CPI), the government measurement of inflation, was 9.5%. This significantly increases the operating cost of our Waste Water and Water Departments. Staffing wise, sewer operation is anticipating a 9.5% increase in expense while material and fuel are projected to be nearly 20% based on what current prices are. This budget proposes the inclusion of a 9.5% rate increase to base Waste Water rates to keep up with the cost of inflation on the Operation side of Sewer.

Water: A matching increase of 9.5% to the base rate is being proposed to the Centerville Municipal Water Board for their approval. The Water Board will consider their final budget and rate changes at their February 13th meeting.

Water Quality Initiative/Sponsored Project: The construction of the storm water retention pond in the City Park is slated to go to bid later this spring. The overall project is projected to cost \$1,600,000. Of that, \$1,100,000 has been funded by a Sponsored Project grant from the Iowa DNR. The remaining \$500,000 will come from other grants, value engineering, LOST/Tourism funding.

Annual External Review: The City Administrator based on the recommendation of the Council is instituting a rotating annual review for each City Department. Fire Rescue and Police were completed in FY23. For FY24, \$7500 is being budgeted for a review of City Hall, the Safety Handbook and Personnel Policies. For FY25, the review will focus on Public Works.

Airport: The City funded portion of the airport continues one item which is a 50% cost share for management/FBO services through Centerville Air Techs which is \$22,821.75(50% of \$45,643.50)

In addition to that expense, the City also serves as the fiscal agent for the airport. This includes supporting large projects financially until reimbursed through the FAA and providing administrative support. For FY24, the airport is slated to complete a \$500,000 concrete



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rehabilitation project. In this case, the City would provide initial funds to be reimbursed 90% by the FAA and 10% by the Airport Commission (Fund 661). There are also smaller amounts that are paid by the City that are reimbursed by the Airport Commission such as Phone Service and Office Supplies. While these show up on the expenditure line of Fund 660, they are a net zero cost.

The airport commission will consider adoption of their FY24 Budget and priorities at their February 13th meeting.

Public Safety

Fire:

Police

New Radios: the officer involved shooting incident that occurred in 2022 showed a deficiency in the Police department's radio coverage. To resolve this, the budget proposes \$60,000 for the purchase of 12 Dual band radios. This would increase the capacity of our communication and decrease areas that radios do not work in. This purchase is eligible for a USDA grant which will be applied for to cover up to 75% of the cost.

Iowa Law Enforcement Academy: with three vacant officer positions currently in the PD, it is likely that we will have to onboard 2 or 3 new officers in FY24. If all training occurs in FY24 this would equate to an estimated \$24,000.

Purchase of Vehicle: Based on previous year experience, police vehicles become available at the end of a fiscal year (May) as opposed to the beginning of the fiscal year (July). The acquisition of a vehicle would be anticipated in May of 2024 for entry into service in June 2024. This would allow us to keep up with our current vehicle replacement policy of six years of street life per vehicle. This projected cost is \$45,000.

Parking at New Law Center: Under the current plans for the new Public Safety center, there is no covered parking for Police vehicles. In the past, the City has had multiple claims for hail damage that exceed the cost of building a covered structure. The cost of the construction of the cover (approx. \$25,000) has been included in this budget, but is currently unfunded on the revenue side. This project will only proceed if there is an



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additional revenue (grant/settlement) that occurs during the year or if other funds are freed up.

Dispatch Transfer – The City of Centerville currently employs 5 staff as dispatchers. Appanoose County Sheriff reimburses the City for 50% of Salary and Benefits cost. This original agreement was done as part of the sharing of the old Law Center. A possible idea for General Fund cost savings would be to transfer the Dispatch Service back to the Sheriff. This would conform to what most Iowa counties do with either the Sheriff or Emergency Management employing the dispatch staff. This change would reduce our overall proposed budget by \$267,370 in salaries (50% of which would be a reduction in tax levy.) This transfer would not be a simple process and would likely not be fully in place until FY25.

Public Works:

Lights on Square: Installation of 18 Lights on the Square. Projected at \$80,000 (\$63,000 for lights, \$17,000 for labor)

Library

The library board will consider their final budget at the February 8th meeting. The current proposal follows past year's proposals of the City funding the staff wages and benefits. Additionally, the City has a voted levy for library funding. Overall the City contribution to the library operations is \$268,607.

Housing Demolitions

Teardown – The Administrator is proposing to accelerate our teardown program. Currently, the City can demolish 3-4 structures per year within our current budget. To expedite the program, the Administrator proposes the City bonding for \$400,000 to acquire, remediate, demolish, and sell properties in town. This increased funding should allow the City to approach the demolition of up to 100 structures. This bonding could be through a G.O. Bond or our TIF program.

FISH (Financial Incentives to Stabilize Housing) and the construction of 50 new homes

Private developers will be the driving force for constructing new homes in Centerville. 11 new housing units need to be built every year in Centerville to sustain its current population. To



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help ensure that this goal is achievable, a program such as the Newton housing assistance fund provides a \$10,000 cash incentive for new construction.

As a starting point for the City discussion, the Administrator recommends a tiered approach anchored in the actual valuations that new home construction provides. The proposal would be for a \$4500 cash incentive per \$100,000 taxable valuation added for properties. That equates to tax revenue created in five years $((\$100,000 \times .541302(\text{rollback}))/1000) \times \17.50×5 . Properties participating in the cash incentive program would not be eligible for a tax abatement incentive.

To fund this incentive, the Administrator is recommending bonding for \$100,000. Based on the proposed model, this would provide incentives for \$2.2 million in projects.

NOTICE OF PUBLIC HEARING - CITY OF CENTERVILLE - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

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

Meeting Date: 2/20/2023 **Meeting Time:** 06:00 PM **Meeting Location:** Centerville City Hall, 312 E. Maple

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 Website (if available)
www.centerville-ia.org

City Telephone Number
(641) 437-4339

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	152,000,410	152,090,519	152,090,519	
Tax Levies:				
Regular General	1,231,203	1,231,203	1,231,933	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	0	0	0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	0	0	0	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	111,386	111,386	123,108	
Support of Local Emer. Mgmt. Commission	5,412	5,412	5,412	
Emergency	41,040	41,040	41,064	
Police & Fire Retirement	205,100	205,100	172,574	
FICA & IPERS	251,835	251,835	271,786	
Other Employee Benefits	447,418	447,418	476,430	
Total Tax Levy	2,293,394	2,293,394	2,322,307	1.26
Tax Rate	15.08808	15.07914	15.26924	

Explanation of significant increases in the budget:

The increases in this proposed budget are a result of increases in the cost of medical/liability insurance, cost of materials and cost of fuel needed for basic operations. Additionally, changes to the tax structure have reduced funding that is generally used to backfill some of the levies that are captured in the Max Levy notification process. This Max Levy notification does not reflect all tax levies that are part of the City Budget. The total City tax levy rate may be higher than is shown on this document.

If applicable, the above notice also available online at:

www.centerville-ia.org, www.facebook.com/CentervilleIA, www.facebook.com/Drake-Public-Library-98532559595, https://www.facebook.com/centervillepd, https://www.facebook.com/profile.php?id=100064538149146, https://www.facebook.com/OaklandCemetery

*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

Resolution 2023-3947

Setting the Time and Date for a Public Hearing on the Maxy Levy for Centerville FY24 Annual Budget

PASSED AND APPROVED the 6th day of February, 2023.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Clerk