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

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Regular Council Meeting Agenda of the City of Centerville Council Monday, December 18, 2023, at 6:00 P.M. Centerville City Hall

To access this meeting remotely, please use the following link information: https://teams.microsoft.com/l/meetup-join/ Meeting ID: 298 962 706 276 Password: h9e2Ar

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

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

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

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

1. Call to Order

- a. Roll Call
- b. Pledge of Allegiance
- c. Approval of Agenda
- 2. <u>Consent Agenda</u>: These items will be enacted by one motion without separate discussion unless a request is made before the Council votes on the motion. (Any item on the Consent Agenda may be removed for separate consideration.) Approval of Consent Agenda to include:
 - a. Approval of Minutes of December 4, 2023, Regular Council Meeting.
 - b. Approval of Committee/Board Minutes: None
 - c. Approval of Beer/Liquor License(s): None
 - d. Approval of Management Agreement and Option Contract All-Play to City of Centerville
 - e. Approval of Mayor's Reappointment of Teresa Eggerman to the Civil Service Commission with a term ending on July 1, 2029.

- f. Approval of the Mayor's Reappointment of Christina Laurson to the Municipal Waterworks Board with a term ending August 1, 2028.
- g. Approval of Mayor's Reappointment of Dennis Beeson to the Historic Preservation Commission with a term ending January 1, 2027
- h. Approval of Mayor's Reappointment of Nancy Klum to the Historic Preservation Commission with a term ending January 1, 2027
- i. Approval of Resignation of Rodney Gooden from Board of Review for Minimum Housing Standards effective December 31, 2023.
- j. Approval of appointment of Casey Lewis to the Board of Review for Minimum Housing Standards with a term beginning January 1, 2023, and ending January 1, 2027
- k. Reappointment of Deb Davison to the Historic Preservation Commission with a term ending January 1, 2027
- I. Approval of Resolution 2023-4021 Supporting Main Street Program in Centerville

3. Public Hearing

- **a.** Opening Bids and Conveyance of 505 E. State St.
- b. Opening Bids and Conveyance of 621 N. Park

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

- a. Approval of Bills
- **b.** Approval of Financial Reports for November 2023
- c. Departmental Reports
 - i. City Administrator
 - ii. Public Works
 - iii. Library
- d. Annual Tourism Report Delaney Evers PACT
- e. Approval of Resolution 2023-4022 Conveying Real Property at 505 E. State
- f. Approval of Resolution 2023-4023 Conveying Real Property at 621 N. Park
- g. Swearing in of Mayor-elect Mike O'Connor
- **h.** Swearing in of Ward 1 Councilmember-elect Brad Brauman
- i. Swearing in of At-Large Councilmember-elect Darrin Hamilton
- j. Swearing in of Ward 3 Councilmember-elect Ahna Kruzic
- k. Mayor's Proclamation for Ward 1 Councilmember Jan Spurgeon
- I. Mayor's Proclamation for Ward 3 Councilmember Jay Dillard
- 5. **Public Forum:** Time is set aside for public comments on city business topics other than those listed on the agenda no action may be taken. This is an opportunity for audience members to bring any item not listed on the agenda to the Council's attention.
- 6. **<u>Adjourn</u>** to 6:00 p.m. on Tuesday, January 2, 2024, for the City Council's Regular Meeting.

Jason Fraser City Administrator

Posted: 12/14/2023

CITY OF CENTERVILLE

REGULAR COUNCIL MEETING MINUTES December 4, 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 Dillard, seconded by Spurgeon to approve the agenda as presented. Ayes: All. Motion carried.

Moved by Dillard, seconded by Hamilton, to approve the consent agenda as amended, to move item I, " Selection of HR Review Firm for Council Goal Setting," to General Business Item E, to include Approval of Minutes of November 20, 2023, Regular Council Meeting; Approval of Committee/Board Minutes: Airport Commission 11-13-2023; Approval of Mayor's Reappointment of Sarah Lind to the Planning and Zoning Commission with a term ending July 1, 2028; Approval of Mayor's Reappointment of Diane Burkemper to the Planning and Zoning Commission with a term ending July 1, 2028; Approval of the Mayor's Appointment of Matt Janssen to the Planning and Zoning Commission with a term ending July 1, 2028; Approval of the Mayor's Reappointment of Michelle Moore to the Planning and Zoning Commission with a term ending July 1, 2028; Approval of Mayor's Reappointment of Annette Harvey to the Planning and Zoning Commission with a term ending July 1, 2028; Approval of Resolution 2023-4018 – Tax Abatement for 1216 S. 15th – Varese; Approval of Resolution 2023-4019 Setting the time and place for a public hearing on the acceptance of bids and Conveyance of Real Property – 621 N. Park; Approval of Resolution 2023-4020 Setting Time and Place for a Public Hearing on the conveyance of 505 E. State. Roll Call Vote as follows: Ayes: Creagan, Dillard, Hamilton, Sherwood, and Spurgeon. Nays: None. Motion carried.

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

Reports highlighting the activities of the Police Department, Fire Department, and the Building Official were presented.

Fox Strand Engineering provided an update on the Wastewater Project for the month of November 2023.

Moved by Dillard, seconded by Hamilton to Approve Pay Application No. 24 for Locke AMI for the Wastewater Project. Ayes: All. Motion carried.

Moved by Dillard, seconded by Sherwood to approve the site plan for the Freedom Rock Site on the Square. Ayes: All. Motion Carried.

Moved by Dillard, seconded by Creagan to approve the selection of Hinson Consulting as the HR Review Firm for Council goal setting, City Hall Review, and Wage Study. Roll Call Vote as follows: Ayes: Creagan, Dillard, Hamilton, Sherwood, and Spurgeon. Nays: None. Motion carried.

Moved by Dillard, seconded by Sherwood, to adjourn at 6:43 p.m. until the next regular council meeting on December 18, 2023. Ayes: All. Nays: None. Motion carried.

Jason Fraser, City Administrator

Mike O'Connor, Mayor

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "<u>Agreement</u>") is entered into this _____ day of ______, 202____ (the "<u>Execution Date</u>") to be effective as of January 1, 2024 (the "<u>Effective Date</u>"), by and between the CITY OF CENTERVILLE, IOWA, an Iowa municipal corporation (the "<u>City</u>") and APPANOOSE ALL PLAY, INC., an Iowa non-profit corporation ("<u>All Play</u>").

RECITALS:

A. On June 12, 2008, the City acquired that certain real property to the west and adjacent to the lower Centerville reservoir, more particularly described on <u>Exhibit A</u> and generally shown <u>Exhibit C</u> (the "<u>City Property</u>");

B. On June 10, 2008, the City, All Play and the Centerville Community School District (the "<u>School District</u>") entered into that certain Joint Agreement for the Construction, Maintenance and Operation of the Morgan E. Cline Family Sports Complex (as amended, the "<u>All Play Agreement</u>") regarding the construction, maintenance and operation of sports fields (the "<u>Project</u>") on that certain real property adjacent to the City Property and more particularly described on <u>Exhibit B</u> and generally shown <u>Exhibit C</u> (the "<u>All Play Property</u>") and on a portion of the City Property generally shown on <u>Exhibit C</u> (the "<u>Field Tract</u>", and collectively the All Play Property and the Field Tract are referred to as, the "<u>All Play Development</u>");

C. The Original Agreement required that All Play acquire all real estate necessary to construct the Project and the City to construct that certain road connecting the Lakeview Parking Lot to Green Street, as generally shown on <u>Exhibit C</u>, (the "Access Road) a portion of which is on property owned by All Play, and All Play was required to grant an easement to the City, the location of such easement is generally shown on <u>Exhibit B</u> (the "Easement Area");

D. Further, the Original Agreement contemplated that the City (which, at the time, ran various youth sports programs), All Play and the School District would:

- i. Form a committee to determine the extent use of, and fees charged for activities within the Project;
- ii. Jointly use the Project;
- iii. Share in operation and maintenance obligations of the Project.

E. On July 15, 2008, All Play acquired the All Play Property and construction of the Project began soon thereafter;

F. The construction of the sports complex within the All Play Development and the City Road was completed in 2010;

G. In the early 2010's, the City stopped providing youth sports programing and the Rathbun Lake Area Young Men's Christian Association (the "<u>YMCA</u>") began providing such programs;

H. Since the early 2010's, the sports facilities, concession stands, barn, roads, trails and other improvements within All Play Development (such existing and future improvements, the "<u>Improvements</u>") have been used by (A) the YMCA for youth sports programing, (B) the School District for girls and boys high school soccer practices and games and junior high girls softball practices, (C) the City for RAGBRAI

campgrounds on two separate occasions, various youth and adult softball and baseball teams for softball and baseball practices, games and tournaments, and youth and adults for general recreational use.

I. In addition, since the early 2010's the City has used the Access Road to provide access to the Appanoose Conservation Board development and the City brush dumps and the School District has used the Access Road for access to and from the Lakeview Elementary School parking lot;

J. Contrary to the terms of the Original Agreement, (A) All Play did not acquire any interest in the City Property, although All Play did construct and use sports fields in those areas, (B) All Play has never conveyed an access easement to the Easement Area to the City, (C) except for some dust control and minor maintenance measures implemented by the City and the School District, neither the City nor the School District has maintained the Access Road, and (D) except for occasional contributions from the City, the School District and the YMCA, All Play has almost exclusively maintained and operated (at their sole cost) the Improvements.

K. The City desires to manage the All Play Development and develop additional Improvements, such as outdoor basketball and pickleball courts, a two additional softball and baseball fields, a concession stand serving the softball and baseball fields, lighting for the softball and baseball fields, trail, additional parking and other improvements within the All Play Development Area (the "<u>Future Improvements</u>").

L. All Play desires to assist with obtaining funding and general assistance to the City regarding the development of improvements in the All Play Development Area.

M. The City and All Play now desire to terminate the All Play Agreement and enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1 Appointment

1.1 <u>Appointment</u>. All Play appoints the City to manage the All Play Development and to provide services in connection therewith as required under this Agreement. The City accepts such appointment and undertakes to perform such duties during the Term (as hereinafter defined) on the terms and conditions set forth herein.

ARTICLE 2 Term

2.1 <u>Term</u>. The term of this Agreement shall commence as of the Effective Date, and, unless terminated in accordance with the provisions hereof (including, without limitation, <u>Article 10</u>), shall be perpetual (the "<u>Term</u>").

ARTICLE 3 The City's Responsibility

3.1 <u>Services</u>. All Play hereby grants to the City the right, subject to the provisions hereof, to provide the Management Services (as defined in <u>Section 3.2</u> below), and the City hereby accepts said grant

and agrees that it will perform the Management Services. The City shall provide the Management Services in accordance with the requirements of this Agreement. The City shall comply with all Requirements (defined below) relating to performance by The City of the Management Services.

3.2 <u>Development Plan and Site Plan Approval</u>.

(a) Development Plan. During the Term, the City shall prepare and keep updated a master development plan for the All Play Development showing the conceptual design for the construction and development of the Future Improvements and material alterations the design or use of any Improvements. The then-current City-approved development plan is referred to as an "<u>Approved Plan</u>". The first Approved Plan is shown on <u>Exhibit C</u>. Any changes to an Approved Plan purposed by the City (a "<u>Proposed Plan</u>") must be submitted to All Play for review pursuant to this <u>Section 3.2(a)</u>. On or before the date that is 45 days after All Play's receipt of a Proposed Plan, All Play shall provide comments, if any, to the City. If All Play provides comments to a Proposed Plan, the City shall send revised versions of the Proposed Plan to All Play for the same process of review and comment by All Play and revision by the City until All Play provides its written approval of the Proposed Plan (upon approval, the Proposed Plan would be comment the Approved Plan). If All Play does not provided comments to a Proposed Plan to the City on or before the expiration of a 45-day review period, such Proposed Plan will be deemed approved by All Play (in which case, such Proposed Plan would become an Approved Plan). All Play must approve portions of a Proposed Plan that are substantially similar to the same portions of the Approved Plan.

(b) If the City desires to construct or develop any Future Improvements or materially alter the design or use of any Improvements, the City shall submit a site plan (as defined and described in Title 17 of the Centerville Municipal Code, the "Zoning Code") to All Play regarding such work pursuant to the review, comment, revision, and approval procedure set forth in Section 3.2(a) and prior to any submittal of such to All Play Planning and Zoning Commission for approval pursuant the separate approval process set forth in the Zoning Code. All Play must approve pursuant to this Section 3.2(b) portions of the City-submitted site plans that are substantially similar to the same portions of an Approved Plan. The City must obtain the prior written consent of All Play pursuant to this Section 3.2(b) for such work prior to commencement of such work and all such work must comply with all Requirements of and restrictions related to the Grant.

(c) If All Play finds that any construction, proposed construction or occupancy of an Improvement does not substantially comply with an Approved Plan pursuant to <u>Section 3.2(a)</u> or the site plan approved by All Play pursuant to <u>Section 3.2(b)</u>, All Play may provide notice detailing the non-compliance to the City and the City must stop any construction, occupancy and use of such Improvement until such time as the City shall have provided All Play with proof satisfactory to All Play that All Play-approved site plan regarding such Improvement is complied with.

3.3 <u>Management Services</u>.

(a) Subject to the provisions hereof, the City shall, at its sole expense, provide the management services described in <u>Section 3.3(a)(i)</u> through <u>Section 3.3(a)(iv)</u> (collectively, the "<u>Management Services</u>"). The City shall provide the Management Services pursuant to the terms, conditions and limitations of this Agreement and generally keep the All Play Development and any Improvements thereon in good repair and working order and keep the Improvements in a safe and sanitary condition. The Management Services shall include:

(i) construction, modification and maintenance of the Improvements;

(ii) general maintenance of the All Play Development, including mowing, snow removal and maintaining the roads, drainage and utility systems and landscaping;

(iii) instituting and supervising all necessary repairs to the Improvements; and

(iv) providing the staffing, support, supplies and equipment needed to maintain and operate the Improvements.

(b) As a part of the City's on-going management and supervision of the All Play Development, the City will evaluate the utilization of third-party vendors and on-site personnel, including a combination thereof. The City will implement and supervise the providers of these services.

(c) To the extent any of the Management Services could be considered legal in nature, it is the express intent of All Play and The City that: (i) such services are merely incidental to the Management Services provided pursuant to the terms of this Agreement; and (ii) no individual attorney in the employ of the City providing any services under this Agreement shall form an attorney client relationship with All Play.

3.4 <u>Employees; Independent Contractor</u>.

(a) The City shall have in its employ or under contract at all times a sufficient number of capable employees or contractors to enable it to properly, adequately, safely, and economically provide the Management Services. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of The City, which is in all respects the employer of such employees.

(b) This Agreement is not one of agency between the City and All Play, but one in which the City is engaged independently in the business of providing management services on its own behalf as an independent contractor. All employment arrangements are therefore solely the City's concern, and All Play shall not have input or liability with respect thereto. Nothing contained in this Agreement or in the relationship of the City with All Play shall be deemed to constitute a partnership, joint employer, joint venture or any other relationship between the City and All Play.

3.5 <u>Compliance with Requirements</u>. The City shall use commercially reasonable efforts to comply with all (i) federal, state and municipal laws, ordinances, regulations and orders (including, without limitation, those relating to hazardous substances and environmental protection, the law commonly known as the Americans With Disabilities Act of 1990) relating to the management, leasing, use, operation, repair and maintenance of the All Play Development and (ii) the rules, regulations or orders of any insurer issuing an insurance policy with respect the All Play Development and/or the use, repair, ownership, operation and maintenance thereof (collectively, the "<u>Requirements</u>," individually, a "<u>Requirement</u>"). The City shall promptly notify All Play of any possible or actual existence of a violation of any such Requirement that comes to its attention and remedy the same.

ARTICLE 4 Management Authority

4.1 <u>The City's Authority</u>. The City's authority is expressly limited to the provisions provided herein as such may be amended in writing from time to time by All Play and mutually agreed to and accepted by The City in writing.

4.2 <u>Service Contracts</u>. The City shall direct and supervise the maintenance and operation of the All Play Development. In connection therewith The City may negotiate contracts for services including,

but not limited to, mowing cleaning, security, landscaping, pest control, labor and utility services ("<u>Service</u> <u>Contracts</u>"). The City shall pay all costs and expenses related to such Service Contracts

ARTICLE 5 Other Agreements and Acknowledgments

5.1 <u>Option Agreement</u>. On or before the Effective Date, the City and All Play will enter into that certain Option Agreement attached as <u>Exhibit D</u>.

5.2 <u>Annexation of the All Play Property</u>. On or before the Effective Date, All Play will apply to the City for the voluntary annexation of the All Play Property into the City limits of City. The City acknowledges and consents to such annexation.

5.3 <u>Access Easements</u>. On or before the Effective Date, the All Play will grant an access easement to the City on, over and across the Easement Area and the internal roads within the All Play Property.

5.4 <u>Field Tract</u>. Upon the approval by the Iowa Department of Natural Resources (the "<u>DNR</u>") of the removal of the Resource Enhancement and Protection (REAP) encumbrances from the Field Tract and the approval of such conveyance by the City as required by applicable law, the City shall convey the Field Tract to All Play and, upon such conveyance, the definition of the All Play Property under this Agreement shall automatically be modified to include the Field Tract.

ARTICLE 6 Insurance

6.1 <u>Insurance</u>. Throughout the Term and through the City standard policies then in effect, the City shall provide property insurance coverage on all of the Improvements and maintain liability insurance coverage with respect to the Management Services and the use of the All Play Development by the City and its employees, contractors, agents, and invitees. The City of Centerville shall name All Play as an additional loss payee on all such property insurance policies and as an additional insured on all liability policies.

ARTICLE 7 Responsibility for Operating Expenses

7.1 <u>Operating Expenses</u>. The City shall be responsible for, and pay all Operating Expenses. The term "<u>Operating Expenses</u>") means all expenses relating to the All Play Development, including, but not limited to:

(i) The cost of the overhead, gross salary, bonuses, other employee benefits and burdens for those employees of the City providing the Management Services;

(ii) The cost of any Improvements;

(iii) The cost of real estate taxes or special assessments on the All Play Development or the Improvements;

(iv) The cost to correct any violation of a Requirement relative to the leasing, use, repair and maintenance of such Property, or related to the rules, regulations or order of the local board of fire underwriters or other similar body;

(v) The cost of Service Contracts and cost of on-site utilities used by the City in connection herewith; and

(vi) Any and all other direct out-of-pocket costs incurred by the City in the performance of this Agreement.

ARTICLE 8 Indemnification

THE CITY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ALL PLAY AND ITS OFFICERS, EMPLOYEES, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ALL SUITS, PROCEEDINGS, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER DEFENSE COSTS, TO THE EXTENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE ALL PLAY DEVELOPMENT OR THE CITY'S PROVISION OF THE MANAGEMENT SERVICES HEREUNDER.

ARTICLE 9 Assignment

9.1 <u>Assignment</u>. The City shall not transfer or assign this Agreement or any part thereof or any of its rights or obligations hereunder without the prior written consent of All Play. The City shall not be released from any obligations that arose before the date of such assignment or that arise after the date of such assignment. Any assignment or attempted assignment not made strictly in accordance with the foregoing shall be void and shall be deemed to be a default of The City's obligations hereunder. All Play may assign its rights and obligations, in whole or in part, under this Agreement, and upon such assignment, All Play shall have no further rights or liability under this Agreement as to the assigned rights and/or obligations.

ARTICLE 10 Remedies, Termination

10.1 <u>Remedies, Termination</u>. If The City or All Play defaults in the performance of any obligation hereunder and said default is not cured within 30 days after notice thereof (a "<u>Default Notice</u>") is sent to such defaulting party (or, if said default is of such a nature that it cannot be reasonably cured within such 30-day period, such defaulting party fails to commence the curing of said default within such 30-day period and to thereafter prosecute and complete such cure with diligence within 90 days after such Default Notice is sent to such defaulting party), then, in addition to its other remedies at law and in equity, the non-defaulting party may terminate this Agreement, in which event such termination shall be effective as of the date of such notice of termination.

10.2 <u>Purchase of the All Play Property</u>. Upon the purchase of all or substantially all of the All Play Property, either party may terminate this Agreement by providing at least 30 days' written notice to the other party.

10.3 <u>Effect of Termination</u>. Upon the effective date of any termination of this Agreement as to The City pursuant to this Agreement, The City will no longer be subject to this Agreement and no further obligations will accrue against The City or All Play. Any such termination shall not affect or impair any right that has accrued to either party prior to the date when such termination becomes effective.

10.4 <u>Attorneys' Fees</u>. The prevailing party in any legal proceeding regarding this Agreement shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection with such proceeding.

Management Agreement

ARTICLE 11 Miscellaneous

11.1 <u>Time is of the Essence</u>. Time is of the essence in this Agreement.

11.2 <u>Notices</u>. Any notice required or permitted to be given under this Agreement (except any notice required by law) shall be void and of no effect unless given in accordance with the provisions of this <u>Section 11.2</u>. All notices (except as may otherwise be required by law) must be in writing and delivered to the person to whom it is directed either (i) in person, (ii) by an overnight delivery service (such as FedEx or UPS) or (iii) by certified mail, return receipt requested. All notices so given shall be deemed delivered and received on (i) if delivered in person, the date delivered, (ii) if sent via overnight delivery service, the next day after delivered to such overnight delivery service; and (iii) if sent via certified mail, three days after being deposited in the mail. All notices shall be given to the parties hereto at the addresses set forth below the signature of such party. Either party may change its address for notice from time to time by delivery of at least ten days' prior notice of such change to the other party hereto in the manner prescribed herein.

11.3 <u>Entire Agreement</u>. This Agreement hereto constitutes the entire Agreement between All Play and The City pertaining to the subject matter hereof, and any and all previous agreements (written or oral) entered into between the parties hereto relating to the All Play Development and/or the management, use, maintenance and operation thereof shall be deemed merged herewith.

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

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

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

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

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

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

11.10 <u>Headings</u>. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

11.11 <u>Succession</u>. This Agreement shall be binding upon and inure to the benefit of All Play and its successors and assigns, and shall be binding upon and inure to the benefit of The City and its permitted successors and permitted assigns.

11.12 <u>No Recording</u>. Neither this Agreement nor any amendment hereto, nor any memorandum or short form thereof, shall be recorded or filed. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not be a covenant running with any Property.

Remainder of Page Intentionally Blank. Signature Page(s) Follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date, to effective as of the Effective Date.

ALL PLAY:

APPANOOSE ALL PLAY, INC., an Iowa non-profit corporation

By:_____

By:_____ Printed Name:_____ Title:_____

Notice Address: c/o Director 711 West Green Street Centerville, IA 52544

THE CITY:

THE CITY OF CENTERVILLE, IOWA, an Iowa municipal corporation

By:____

Michael O'Connor, Mayor

Notice Address: c/o City Administrator 312 E. Maple St. Centerville, IA 52544

ATTEST:

By:____

Jason Fraser, City Clerk

EXHIBIT A THE ORIGINAL PROPERTY

All that part of the East one-half of the Southwest Quarter of Section 1, Township 68 North, Range 18 West of the 5th P.M. in Appanoose County, Iowa, except that part lying West and North of the line described as follows:

Commencing at a point on the South line of the Southeast Quarter of the Southwest Quarter of said Section 1, 350 feet East of the Southwest Corner thereof; thence North 410 feet; thence North 69° West 200 feet; thence North 16° 45' East 266.5 feet; thence South 83° 15' East 560.5 feet; thence North 6° 45' East 250 feet; thence North 83° 15' West 425.5 feet; thence North 26° 25' West 384.5 feet; thence West 149 feet; thence North 596 feet; thence North 84° 45' East 505 feet; thence North 5° 10' East 144.5 feet; thence South 74° 40' 57" East 265.57 feet; thence South 75° 31' 41" East 484.25 feet to the East line of the Southwest Quarter of said Section 1;

and

Commencing at the North Quarter Corner of Section 12, Township 68 North, Range 18 West of the 5th Principal Meridian, Appanoose County, Iowa, and proceeding thence West 970 feet along the North line of said Section 12; thence South 150 feet; thence South 88° 22' 08" East 448.90 feet; thence South 02° 20' 52" West 84.61 feet; thence South 88° 22' 08" East 534.40 feet to the East line of the Northeast Quarter of the Northwest Quarter of said Section 12; thence North along the East line of the Northeast Quarter of the Northwest Quarter of said Section 12 to the point of beginning.

EXHIBIT B THE ALL PLAY PROPERTY

EXHIBIT C APPROVED PLAN

EXHIBIT D OPTION AGREEMENT

PREPARED BY: Michael D. Craver, Attorney, 303 West State Street, Centerville, IA 52544641/856-2244AT 0010278Return to: Michael D. Craver, Attorney, 303 West State Street, Centerville, IA 52544641/856-2244AT 0010278

OPTION TO CONVEY

THIS OPTION TO CONVEY (this "<u>Agreement</u>") is dated to be effective as of the 1st day of January, 2024 (the "<u>Effective Date</u>") by and APPANOOSE ALL PLAY, INC., an Iowa non-profit corporation, ("<u>Owner</u>") and CITY OF CENTERVILLE, IOWA, an Iowa municipal corporation (the "<u>City</u>").

RECITALS:

A. Pursuant to <u>Section 5.1</u> of that certain Management Agreement dated effective January 1, 2024 by and between Owner and the City (the "<u>Management Agreement</u>"), Owner and the City have agreed to enter into this Agreement;

B. Owner owns that certain real property in Appanoose County, Iowa, more particularly described on the attached <u>Exhibit A;</u>

C. Owner has agreed to convey an option to the City to cause Owner to donate and convey the Property to the City, and the City has agreed to convey an option to Owner cause the City to accept the donation and conveyance of the Property from Owner, pursuant to the terms and conditions set forth below.

AGREEMENTS:

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Owner conveys to the City the right of first option, but not the obligation, to purchase the Property as described in this Agreement:

1. Certain Defined Terms:

a. "<u>Option Period</u>" means the period of time commencing from the Effective Date to the earlier of the following (i) the date the Management Agreement is terminated, or (ii) the date that is 21 years after the Effective Date.

b. "<u>Person</u>" means any individual or Entity.

2. **City's Option**. At any time during the Option Period, the City shall have the right and option, but not the obligation, to cause Owner to donate and convey the Property to the City by delivering a written notice thereof to Owner during the Option Period (the "<u>City Exercise Notice</u>" and the date the Exercise Notice is given is referred to herein as the "<u>City Exercise Date</u>").

3. **Owner's Option**. At any time during the Option Period, Owner shall have the right and option, but not the obligation, to donate and convey the Property to the City by delivering a written notice thereof to the during the Option Period (the "<u>Owner Exercise Notice</u>" and the date the Exercise Notice is given is referred to herein as the "<u>Owner Exercise Date</u>").

4. **Permitted Exceptions**. If the City Option or the Owner Option, as applicable (the "<u>Option</u>") is exercised by the City or Owner, respectively, Owner represents and warrants that as of the Closing Date (defined below) that Owner owns fee simple title to the Property, subject only to any reasonable and existing (as of the Effective Date) (i) easements of record for public utilities, roads and highways, (ii) zoning restrictions, and (iii) mineral rights of record (collectively, the "<u>Permitted Exceptions</u>").

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

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

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

8. Closing.

a. <u>Date and Place</u>. The conveyance of the Property shall be consummated at a closing (the "<u>Closing</u>") to be held at the offices of the City's Attorney on or before the date that the City Exercise Date or the Owner Exercise Dates, as appicable (the "<u>Closing Date</u>").

b. <u>Items to be Delivered by Owner at the Closing</u>. At the Closing, Owner shall deliver to the City each of the following items:

- i. A Warranty Deed in a form reasonably acceptable to the City's Attorney signed by Owner conveying unto the City fee simple title to the Property, free and clear of any liens, encumbrances, easements or other matters affecting title to the Property except the Permitted Exceptions;
- ii. The Abstract;
- iii. Declaration of Value, if required;
- iv. Groundwater Hazard Statement, if required; and

v. Possession of the Property.

c. <u>Adjustments and Prorations</u>. The City shall pay all unpaid real estate taxes for prior tax years and all subsequent real estate taxes.

d. <u>Other Items</u>. Except as otherwise provided herein, the City shall pay all of its closing costs and all of the reasonable closing costs of Owner for this transaction.

9. **Miscellaneous**.

a. <u>Binding Effect; Duration and Further Assurances</u>. This Agreement shall run with and bind the Property and shall inure to the benefit of and be enforceable by the City or its respective legal representatives, successors and assigns; notwithstanding the foregoing, this Agreement shall automatically terminate if the Option is not timely exercised during the Option Period and shall terminate as to any portion of the Available Property that is sold to a Person that in not a Related Party prior to the date of delivery of the Exercise Notice. Any transferee of the Property shall automatically be deemed, by acceptance of the title to the Property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in the Property and to have agreed with the then owners of the Property to execute any and all instruments reasonably required to carry out the intention of this Agreement, and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the Property so conveyed that remain unsatisfied.

b. <u>Notices</u>. Any notice required or permitted to be given under this Agreement (except any notice required by law) shall be void and of no effect unless given in accordance with the provisions of this <u>Section 9.b.</u> All notices (except as may otherwise be provided by law) must be in writing and delivered to the Person to whom it is directed either (i) in person, (ii) by an overnight delivery service (such as FedEx or UPS) or (iii) by certified mail, return receipt requested. All notices so given shall be deemed delivered and received (i) if delivered in person, the date delivered, (ii) if sent via overnight delivery service; the next day after delivered to such overnight delivery service; and (iii) if sent via certified mail, three days after being deposited in the mail. All notices to the City shall be given to the address provided below the signature block for the City. All notices to Owner shall be given to the address of Owner on file in the Office of the Appanoose County Assessor with respect to the portion of the Available Property then owned by Owner. The City may change its address for notice from time to time by delivery of at least tenday's prior notice of such change to Owner in the manner prescribed herein.

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

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

e. <u>Blocked Persons</u>. Owner and the City each certify that they are not acting, directly or indirectly, for or on behalf of any Person named by any Executive Order or the United States

Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked Person or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such Person.

f. <u>Assignment</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The rights and obligations of Owner and the City may not be assigned without the prior written consent of other party.

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

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

i. <u>Enforcement</u>. The City shall have the right, but not the obligation, to enforce the covenants and restrictions set out in this Agreement. Enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Agreement, as such may be amended, either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Agreement and the City shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party. The rights, powers and remedies provided in this Agreement shall be cumulative and not restrictive of other remedies at law or in equity and the exercise by a Person of any particular right, power or remedy shall not be deemed an election of remedies or to preclude such Person's to resort to other rights, powers or remedies available to it.

j. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

k. <u>Severability</u>. If any provision of this Agreement, or any application of any such provision to any party or circumstances, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application

of such provision to such Person or circumstances, other than the application as to which such provision is determined to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

Owner:

APPANOOSE ALL PLAY, INC., an Iowa non-profit corporation

By:	
Printed Name:	
Title:	

<u>Notice Address:</u> c/o Rachel Hoffman 15703 Hwy J29, Centerville, IA 52544

STATE OF IOWA	:
	: SS.
COUNTY OF APPANOOSE	:

This instrument was acknowledged before me on _____, 20___ by _____, the ______ of Appanoose All Play, Inc., an Iowa non-profit corporation, on behalf of said corporation.

Notary Public, State of Iowa

The City:

THE CITY OF CENTERVILLE, IOWA, an Iowa municipal corporation

By:__

Michael O'Connor, Mayor

<u>Notice Address:</u> c/o City Administrator 312 E. Maple St. Centerville, IA 52544

ATTEST:

By:_____ Jason Fraser, City Clerk

STATE OF IOWA : : SS. COUNTY OF APPANOOSE :

This instrument was acknowledged before me on ______, 20____ by Michael O'Connor, Mayor, and Jason Fraser, the City Clerk, of the City of Centerville, Iowa, an Iowa municipal corporation, both on behalf of such municipal corporation.

Notary Public, State of Iowa

EXHIBIT A

The Property

RESOLUTION NO. 2023-4021

RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE MAIN STREET PROGRAM IN CENTERVILLE

WHEREAS, an Agreement between the Iowa Economic Development Authority, PACT (Promoting Appanoose & Centerville Together), and the City of Centerville for the purpose of continuing the Main Street Iowa program in Centerville, and

WHEREAS, this Agreement is pursuant to contractual agreements between Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Centerville, Iowa, and

WHEREAS the City Council of Centerville endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach[®] as developed by Main Street America and espoused by Main Street Iowa.

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

Section 1. The City of Centerville hereby agrees to support the work of PACT both financially and philosophically.

Section 2. The City of Centerville designates the Main Street Board to supervise the Executive Director.

Section 3. The City of Centerville commits to appointing a city official to represent the city on the local Main Street Board.

Section 4. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED this December 18th, 2023.

CITY OF CENTERVILLE, IOWA

By: _

Michael G. O'Connor, Mayor

ATTEST:

Jason Fraser, City Administrator

RESOLUTION NO. 2023-4024

RESOLUTION TRANSFERRING FUNDS FOR FISCAL YEAR 2024

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

WHEREAS, the records should now indicate appropriate transfers;

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

SECTION 1. Cash Transfers – Total \$500.00

Transferred from:	LOST Pool - 122-910-6910	\$250.00
	Utility Franchise – 008-910-6910	\$250.00

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

Total Transfer Amount: \$500.00

Explanation of Activity: This transfer to the Debt Service Fund will cover the UMB Bank Bond Registration Fees.

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

SECTION 3. This resolution shall be effective on December 18, 2023.

PASSED AND APPROVED by the City Council this 18th day of December 2023.

ATTEST:

Mike O'Connor, Mayor

Jason Fraser, City Administrator

NOTICE OF PROPOSAL TO SELL REAL ESTATE BY SEALED BIDS AND MAKE CONVEYANCE THEREOF

TO WHOM IT MAY CONCERN:

Sealed bids will be received by the City Clerk of the City of Centerville, Iowa, at the City Hall in said City until **4:00 p.m**. on the <u>**18th**</u> day of December 2023 for the sale and conveyance of the following-described property located at 505 E. State, Centerville, Appanoose County, Iowa and legally described as follows (the "<u>Property</u>"):

The East Half of Lot 13 and the South 20 Feet of the East Half of Lot 4 in Block 3, Range 7, in the Original Town of Centerville, Appanoose County, Iowa

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

Each bid shall be enclosed in a sealed envelope and include the following:

- 1. A copy of the Real Estate Purchase Agreement signed by the bidder with the purchase price filled in the bid amount for the Property. A copy of the form of Real Estate Purchase Agreement can be obtained from the office of the Clerk of the City of Centerville, Iowa.
- 2. A check in an amount equal to 10% of the amount of the proposed purchase price, made payable to the Cox Law Firm, LLP Trust. Checks of unsuccessful bidders will be returned after the canvass and tabulation of bids are completed.

At the City Council Meeting at 6:00 p.m. on **Monday, December 18th, 2023,** bids shall be opened by the City Clerk, and a public hearing will be held. Anyone wishing to object to the sale of the Property may do so at that time. Those bidders who have submitted timely bids meeting the requirements listed above may increase their bids after all bids have been opened by the City and original bid amounts have been announced. The highest bidder shall be awarded the Property; provided, however, the City reserves the right to reject any or all bids at their sole and absolute discretion.

Published by order of the City Council of the City of Centerville, Iowa.

CITY OF CENTERVILLE, IOWA

By: /s/ Jason Fraser, City Administrator

Publish: December 13, 2023

NOTICE OF PROPOSAL TO SELL REAL ESTATE BY SEALED BIDS AND MAKE CONVEYANCE THEREOF

TO WHOM IT MAY CONCERN:

Sealed bids will be received by the City Clerk of the City of Centerville, Iowa, at the City Hall in said City until **4:00 p.m**. on the **<u>18th</u>** day of December 2023 for the sale and conveyance of the following-described property located at 621 N. Park, Centerville, Appanoose County, Iowa and legally described as follows (the "<u>Property</u>"):

The South One-Half (S ¹/₂) of the West One-Half (W ¹/₂) of the South One-Half (S ¹/₂) of Lot 2, Block 6, Range 1 in the Original Town of Centerville, Appanoose County, State of Iowa.

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

Each bid shall be enclosed in a sealed envelope and include the following:

- 1. A copy of the Real Estate Purchase Agreement signed by the bidder with the purchase price filled in the bid amount for the Property. A copy of the form of Real Estate Purchase Agreement can be obtained from the office of the Clerk of the City of Centerville, Iowa.
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Published by order of the City Council of the City of Centerville, Iowa.

CITY OF CENTERVILLE, IOWA

By: <u>/s/ Jason Fraser, City Administrator</u>

Publish: December 13th, 2023

City of Centerville Regular Council Meeting Bills Approved December 18, 2023

ALLIANT ENERGY AMERICAN TEST CENTER INC BATES, JIMMY BECK, ROBERT BOUND TREE MEDICAL LLC BRIDGE CITY INVESTMENTS CARROLL CONSTRUCTION SUPPLY CD LLC CENTERVILLE ABSTRACT COMPANY CENTERVILLE AREA CHAMBER OF COMMERCE COLLECTION SERVICES CENTER **CRAVER & GROTHE** EASTERN IOWA TIRE EMERGENCY MEDICAL PRODUCTS INC EMPLOYEE BENEFIT SYSTEMS FIRST NATIONAL BANK OMAHA FOGLE TRUE VALUE FUREVER FRIENDS RESCUE OF APPANOOSE INC GALLS, LLC HOPKINS & HUEBNER PC HY-VEE IDEAL READY MIX CO INDIAN HILLS COMMUNITY COLLEGE INTERNAL REVENUE SERVICE IOWA MEDIA NETWORK IOWA POLICE CHIEFS ASSOCIATION KINETIC EDGE PHYSICAL THERAPY LOCKE AMI LLC LOCKRIDGE INC MAID 2 ORDER LLC MCCLURE MCGILL'S REPAIR & CONSTRUCTION MICROBAC LABORATORIES, INC. MIKE ASHBY MYERS CUSTOM SIGNS & SCREEN PRINTING INC OTTUMWA COURIER OTTUMWA GLASS PEOPLES ABSTRACT & TITLE CO PHYSICIANS CLAIMS CO (PCC) INC POWERPLAN QUILL LLC RATHBUN AREA SOLID WASTE COMMISSION RATHBUN LAKE AREA YMCA SINCLAIR NAPA SJ SMITH CO INC TERRACON CONSULTANTS INC TREASURER - STATE OF IOWA UMB BANK NA UNITYPOINT CLINIC - OCCUPATIONAL MEDICINE US POSTAL SERVICE VC3 INC VERMEER SALES & SERVICE INC WEX BANK WINDSTREAM COMMUNICATIONS

ACCOUNTS PAYABLE TOTAL PAYROLL CHECKS

*****REPORT TOTAL*****

GENERAL FUND ARPA FUND ROAD USE TAX FUND EMPLOYEE BENEFIT HOTEL/MOTEL TAX LOST - ECONOMIC DEVELOPMENT DEBT SERVICE CITY WATER SEWER UTILITY OPERATING AIRPORT - CITY STORM WATER RESERVE INSURANCE TRUST FUND FLEX ACCCOUNT

ALL PLAY ELECTRICITY \$591.32 SAFETY INSPECTION \$1.540.00 REIMBURSE FOR MEALS AT TRAINING \$29.34 CELL PHONE REIMBURSEMENT \$240.00 ECG CODE SIMULATOR & MEDICAL SUPPLIES \$969.57 ASBESTOS TESTING \$4,750.00 SUPPLIES \$412.56 CHARGERS - ALLIANT GRANT \$7.940.00 LIEN SEARCH \$130.00 HOTEL/MOTEL Q3 PROCEEDS & LOST ALLOCATION \$46,031.88 CHILD SUPPORT \$966.02 LEGAL FEES \$728.00 TIRES \$5,773.05 MEDICAL SUPPLIES \$650.13 HEALTH/LIFE BENEFITS \$59,454.53 SUPPLIES/POSTAGE/MEALS/STORAGE/BACKGROUND CHECKS/LODGING/EMAIL/TRAINING \$7,949.58 SURGE PROTECTOR \$13.99 JANUARY SHELTER AGREEMENT \$600.00 UNIFORMS \$187.75 LEGAL FEES \$3,649.69 MEDICATIONS \$204.80 CONCRETE \$5,708.00 PRECISION DRIVING - RESERVES \$480.00 FEDERAL INCOME TAX \$22,819.26 PUBLICATIONS \$193.62 IPCA MEMBERSHIP \$125.00 PRE-EMPLOYMENT PHYSICALS \$210.00 WW PAY APP NO 24 \$326,236.51 SUPPLIES \$1,689.92 CITY HALL CLEANING \$300.00 NOV 23 PAVING DESIGN AIRPORT \$1,332.62 REPLACED SEWER PUMP AT WEST SEWER PLANT \$340.00 TESTING \$2.059.10 DERELICT HOUSE \$8,000.00 CAR DECAL \$118.75 PUBLICATION \$18.36 FRONT DOOR - AUTO OPENER INSTALL W/BATTERY \$3,975.00 LIEN SEARCH \$4,195.00 **ENROLLMENT FEE - MOLINA** \$100.00 PARTS \$903.38 COPY PAPER & CERT HOLDERS \$91.97 DUMPING FEES \$16,512.00 EMPLOYEE MEMBERSHIPS \$2,655.25 PARTS \$1,763.51 OXYGEN \$55.54 WWTP SPECIAL INSPECTION \$8,090.25 NOVEMBER 2023 SALES TAX \$1,551.54 BOND REG FEES \$500.00 PRE-EMPLOYMENT DRUG SCREENS \$102.00 PO BOX RENT \$348.00 MONTHLY BILLING \$5,782.38 PARTS \$1.007.94 FUEL/SERVICE PURCHASES \$6,865.77 PHONE/INTERNET SERVICE \$328.50 \$567,271.38 \$85,718.06 \$652,989.44 \$131,367.82 \$3,975.00 \$25,219.81 \$38,847.49 \$42,314.27 \$3,717.61 \$500.00 \$18,259.66 \$357,666.95

TOTAL FUNDS

\$652,989.44

\$1,332.62

\$30,720.24

-\$995.63

\$63.60



Claims Report - Detail

By Fund Payable Dates 12/5/2023 - 12/18/2023

Vendor Name	Description (Payable)	Payment Da	ate Payment Number	Amount
Fund: 001 - GENERAL FUND				
Department: 050 - LIABILI	тү			
COLLECTION SERVICES CENTE	CASE # CDCV003095 - CHRISTOPHER A DONAHOO	12/07/2023	55150	258.15
COLLECTION SERVICES CENTE	CASE # 1007883 - JOSHUA A HOBBS	12/07/2023	55150	89.43
COLLECTION SERVICES CENTE	CASE # 839629 - JUSTIN D HUDSON	12/07/2023	55150	337.84
COLLECTION SERVICES CENTE	CASE # 1001879 - ZACKARY R MUSGROVE	12/07/2023	55150	115.38
COLLECTION SERVICES CENTE	CASE # 791500 - JEREMY M HUDSON	12/07/2023	55150	49.84
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	6,386.77
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	6,345.18
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	2,335.14
			Department 050 - LIABILITY Tota	l: 15,917.73
Department: 110 - POLICE	DEPT			
GALLS, LLC	STOCKING HATS	12/18/2023	55164	137.35
JIMMY BATES	REIMBURSE FOR MEALS AT	12/18/2023		29.34
JIWIWIT DATES	TRAINING	12/10/2025	33171	25.54
FIRST NATIONAL BANK OMAH	POLICE	12/18/2023	DFT0000493	320.00
FIRST NATIONAL BANK OMAH	POLICE	12/18/2023		5.50
FIRST NATIONAL BANK OMAH	POLICE	12/18/2023		8.56
FIRST NATIONAL BANK OMAH	POLICE	12/18/2023		17.12
FIRST NATIONAL BANK OMAH	POLICE	12/18/2023		17.12
FIRST NATIONAL BANK OMAH	POLICE	12/18/2023	DFT0000493	25.68
INDIAN HILLS COMMUNITY C	PRECISION DRIVING - RESERVES	12/18/2023	55168	480.00
MYERS CUSTOM SIGNS & SCR	CAR DECAL - VEH 16	12/18/2023	55178	118.75
IOWA POLICE CHIEFS ASSOCIA	IPCA MEMBERSHIP - DEMRY	12/18/2023	55170	125.00
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	-56.59
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	2,144.03
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	51.35
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	40.00
			Department 110 - POLICE DEPT Tota	l: 3,463.21
Department: 150 - FIRE DI	ΡΔ RTMFNT			
FIRST NATIONAL BANK OMAH		12/18/2023	DFT0000493	1.59
AMERICAN TEST CENTER INC	SAFETY INSPECTION	12/18/2023		1,540.00
QUILL LLC	COPY PAPER	12/18/2023		5.21
QUILL LLC	COPY PAPER & CERT HOLDERS	12/18/2023		5.21
SINCLAIR NAPA	FILTERS - ALL FIRE TRUCKS	12/18/2023		514.89
SINCLAIR NAPA	OIL - ALL FIRE TRUCKS	12/18/2023		119.88
SINCLAIR NAPA	FILTERS/LUBE SPIN ON	12/18/2023		267.41
SINCLAIR NAPA	AIR FILTER - TRUCK 4-75	12/18/2023		125.00
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023		330.83
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023		-10.28
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023		52.64
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023		3.48
FOGLE TRUE VALUE	SURGE PROTECTOR	12/18/2023		13.99
			Department 150 - FIRE DEPARTMENT Tota	l: 2,969.85
Department: 160 - EMS				
GALLS, LLC	PANTS - JUSTIN HUDSON	12/18/2023	55164	50.40
HY-VEE	MEDICATIONS	12/18/2023	55166	204.80
FIRST NATIONAL BANK OMAH	EMS	12/18/2023		31.02

Claims Report - Detail

Payable Dates: 12/5/2023 - 12/18/2023

Vendor Name	Description (Payable)	Payment Date	e Payment Number	Amount
FIRST NATIONAL BANK OMAH	CITY CLERK	12/18/2023	DFT0000493	15.00
FIRST NATIONAL BANK OMAH	CITY CLERK	12/18/2023	DFT0000493	15.00
FIRST NATIONAL BANK OMAH	EMS	12/18/2023	DFT0000493	154.52
FIRST NATIONAL BANK OMAH	EMS	12/18/2023	DFT0000493	455.28
FIRST NATIONAL BANK OMAH	EMS	12/18/2023	DFT0000493	317.78
EMERGENCY MEDICAL PROD	MEDICAL SUPPLIES	12/18/2023	55160	632.85
EMERGENCY MEDICAL PROD	MEDICAL SUPPLIES	12/18/2023	55160	17.28
QUILL LLC	COPY PAPER	12/18/2023	55183	5.21
QUILL LLC	COPY PAPER & CERT HOLDERS	12/18/2023	55183	5.21
PHYSICIANS CLAIMS CO (PCC)	ENROLLMENT FEE - MOLINA	12/18/2023	55181	100.00
SJ SMITH CO INC	OXYGEN	12/18/2023	55189	55.54
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	12/18/2023	55152	59.58
BOUND TREE MEDICAL LLC	ECG CODE SIMULATOR	12/18/2023	55152	909.99
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	816.80
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	-20.58
		12, 10, 2025	Department 160 - EMS Total:	3,825.68
Department: 170 - BUILDI			Department 100 - LWS Total.	3,823.00
RATHBUN AREA SOLID WASTE		12/18/2023	55185	7,136.80
RATHBUN AREA SOLID WASTE		12/18/2023	55185	544.00
RATHBUN AREA SOLID WASTE		12/18/2023	55185	6,372.80
FIRST NATIONAL BANK OMAH	BLDG CODE	12/18/2023	DFT0000493	575.00
FIRST NATIONAL BANK OMAH	BLDG CODE	12/18/2023	DFT0000493	5.01
QUILL LLC	COPY PAPER	12/18/2023	55183	5.21
QUILL LLC	COPY PAPER & CERT HOLDERS	12/18/2023	55183	5.21
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	405.78
			Department 170 - BUILDING INSPECTION Total:	15,049.81
Department: 190 - ANIMA	AL CONTROL			
FUREVER FRIENDS RESCUE OF	JANUARY SHELTER AGREEMENT	12/18/2023	55163	600.00
	AGREEMENT		Demontry and 100 ANUMAN CONTROL Tataly	
			Department 190 - ANIMAL CONTROL Total:	600.00
Department: 430 - PARKS			Department 190 - ANIMAL CONTROL Iotal:	600.00
Department: 430 - PARKS		12/05/2023		
Department: 430 - PARKS ALLIANT ENERGY	ALL PLAY ELECTRICITY	12/05/2023	55146	591.32
ALLIANT ENERGY		12/05/2023		
ALLIANT ENERGY Department: 530 - HOUSI	NG REHAB 1		55146 Department 430 - PARKS Total:	<u> </u>
ALLIANT ENERGY	NG REHAB 1	12/05/2023 12/05/2023	55146	591.32
ALLIANT ENERGY Department: 530 - HOUSI	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN		55146 Department 430 - PARKS Total:	<u> </u>
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR	12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148	591.32 591.32 250.00 250.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR	12/05/2023	55146 Department 430 - PARKS Total: 55148	<u>591.32</u> 591.32 250.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR	12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148	591.32 591.32 250.00 250.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN	12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148	591.32 591.32 250.00 250.00 620.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN	12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148	591.32 591.32 250.00 250.00 620.00 270.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR	12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148 55148 55148	591.32 591.32 250.00 250.00 620.00 270.00 480.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR	12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148 55148 55148 55148 55148 55148	591.32 591.32 250.00 250.00 620.00 270.00 480.00 795.00 445.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR	12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148 55148 55148 55148	591.32 591.32 250.00 250.00 620.00 270.00 480.00 795.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR	12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148 55148 55148 55148 55148 55148	591.32 591.32 250.00 250.00 620.00 270.00 480.00 795.00 445.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN	12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148 55148 55148 55148 55148 55148	591.32 591.32 250.00 250.00 620.00 270.00 480.00 795.00 445.00 305.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR	12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148	591.32 591.32 591.32 250.00 250.00 620.00 270.00 480.00 795.00 445.00 305.00 250.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C RTHBUN AREA SOLID WASTE	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN	12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148	591.32 591.32 591.32 250.00 250.00 620.00 270.00 480.00 795.00 445.00 305.00 250.00 530.00 2,000.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN	12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148	591.32 591.32 591.32 250.00 250.00 620.00 270.00 480.00 795.00 445.00 305.00 250.00 530.00
ALLIANT ENERGY Department: 530 - HOUSI PEOPLES ABSTRACT & TITLE C RTHBUN AREA SOLID WASTE	NG REHAB 1 DERELICT PROPERTY - LIEN SEARCH - STAR DERELICT PROPERTY - LIEN SEARCH - STAR DERUCT PROPERTY - LIEN SEARCH - STAR DEMOLITION GRANT - 1503 S 22ND - STAR DERELICT HOUSE - 1418 S	12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023 12/05/2023	55146 Department 430 - PARKS Total: 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148 55148	591.32 591.32 591.32 250.00 250.00 620.00 270.00 480.00 795.00 445.00 305.00 250.00 530.00 2,000.00

Claims Report - Detail			Payable Dates: 12/5/2023	- 12/18/2023
Vendor Name	Description (Payable)	Payment Date	Payment Number	Amount
BRIDGE CITY INVESTMENTS	ASBESTOS TESTING - 520 W COTTAGE - STAR	12/18/2023	55153	1,275.00
CENTERVILLE ABSTRACT COM	DERELICT PROPERTY LIEN SEARCH - STAR	12/18/2023	55156	130.00
		Dep	artment 530 - HOUSING REHAB 1 Total:	19,075.00
Department: 599 - ECONC	DMIC DEVELOPMENT			
CD LLC	CHARGERS - ALLIANT GRANT	12/18/2023		7,940.00 7,940.00
		Department	599 - ECONOMIC DEVELOPMENT Total:	7,940.00
Department: 650 - CITY HA OTTUMWA COURIER	ALL & GEN BLDGS NOTICE OF PUBLIC HEARING	12/18/2023	55179	18.36
MAID 2 ORDER LLC	CITY HALL CLEANING NOV 20	12/18/2023	55174	300.00
FIRST NATIONAL BANK OMAH		12/18/2023	DFT0000493	160.00
FIRST NATIONAL BANK OMAH		12/18/2023	DFT0000493	108.00
FIRST NATIONAL BANK OMAH	CITY ADMIN	12/18/2023	DFT0000493	12.50
FIRST NATIONAL BANK OMAH	CITY HALL	12/18/2023	DFT0000493	396.00
VC3 INC	MONTHLY BILLING -	12/18/2023	55194	5,782.38
	NOVEMBER			
CRAVER & GROTHE	APPANOOSE CONSERVATION FOUNDATION AGREEMENT	12/18/2023	55158	728.00
US POSTAL SERVICE	PO BOX RENT	12/18/2023	55193	174.00
LOCKRIDGE INC	CEILING TILES	12/18/2023	55173	519.84
LOCKRIDGE INC	LED FLAT PANELS	12/18/2023	55173	1,121.04
QUILL LLC	COPY PAPER	12/18/2023	55183	5.22
QUILL LLC	COPY PAPER & CERT HOLDERS	12/18/2023	55183	24.21
HOPKINS & HUEBNER PC	LEGAL FEES - EMPLOYMENT	12/18/2023	55165	3,649.69
IOWA MEDIA NETWORK	12.04.23 COUNCIL BILLS/MINUTES	12/18/2023	55169	115.90
IOWA MEDIA NETWORK	NOVEMBER 2023 REVENUE REPORT	12/18/2023	55169	18.04
IOWA MEDIA NETWORK	NOTICE OF PROPOSAL TO SELL REAL ESTATE 621 N PARK	12/18/2023	55169	29.84
IOWA MEDIA NETWORK	NOTICE OF PROPOSAL TO SELL REAL ESTATE 505 E STATE	12/18/2023	55169	29.84
		Departme	ent 650 - CITY HALL & GEN BLDGS Total:	13,192.86
			Fund 001 - GENERAL FUND Total:	82,625.46
Fund: 003 - ARPA FUND				
Department: 130 - EMPLC OTTUMWA GLASS	FRONT DOOR - AUTO OPENER INSTALL W/BATTERY	12/18/2023	55180	3,975.00
		Depar	tment 130 - EMPLOYEE BENEFITS Total:	3,975.00
			Fund 003 - ARPA FUND Total:	3,975.00
Fund: 110 - ROAD USE TAX FU Department: 050 - LIABILI				
COLLECTION SERVICES CENTE		12/07/2023	55150	63.74
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	710.61
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	1,151.28
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	269.32
			Department 050 - LIABILITY Total:	2,194.95
Department: 210 - STREET	DEPT			
RATHBUN AREA SOLID WASTE	DUMPING FEES	12/18/2023	55185	65.60
RATHBUN AREA SOLID WASTE	DUMPING FEES	12/18/2023	55185	392.80
FIRST NATIONAL BANK OMAH	PUBLIC WORKS	12/18/2023	DFT0000493	29.50
FIRST NATIONAL BANK OMAH		12/18/2023	DFT0000493	205.97
FIRST NATIONAL BANK OMAH		12/18/2023	DFT0000493	10.44 92.73
FIRST NATIONAL BANK OMAH FIRST NATIONAL BANK OMAH	PUBLIC WORKS PUBLIC WORKS	12/18/2023 12/18/2023	DFT0000493 DFT0000493	92.73 1,593.90
FIRST NATIONAL BANK OMAH	PUBLIC WORKS	12/18/2023	DFT0000493	600.45
LOCKRIDGE INC	SPF A-GRADE OR PREM #2	12/18/2023	55173	49.04

Claims Report - Detail

Payable Dates: 12/5/2023 - 12/18/2023

Vendor Name	Description (Payable)	Payment Date	Payment Number	Amount
QUILL LLC	COPY PAPER	12/18/2023	55183	5.21
QUILL LLC	COPY PAPER & CERT HOLDERS	12/18/2023	55183	5.21
IDEAL READY MIX CO	GRANT ST	12/18/2023	55167	5,708.00
EASTERN IOWA TIRE	TIRES - GRADER	12/18/2023	55159	4,092.38
EASTERN IOWA TIRE	TIRES - BACKHOE	12/18/2023	55159	1,369.62
SINCLAIR NAPA	LIGHTER/FUEL/SOLDER/PWR	12/18/2023	55188	49.26
	STR			
SINCLAIR NAPA	PWR STR	12/18/2023	55188	14.99
SINCLAIR NAPA	FITTINGS/COUPLINGS/ADAPT	12/18/2023	55188	248.25
	ERS/8MXTXREELS			
SINCLAIR NAPA	ADAPTERS	12/18/2023	55188	21.36
SINCLAIR NAPA	GLOS BLK	12/18/2023	55188	16.98
SINCLAIR NAPA	HYD HOSE	12/18/2023	55188	206.49
	FITTINGS/6MXTXREELS			
WEX BANK		12/18/2023	DFT0000494	-56.59
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	2,137.54
CARROLL CONSTRUCTION SU	SEALANT & CURE	12/18/2023	55154	412.56
			Department 210 - STREET DEPT Total:	17,271.69
			Fund 110 - ROAD USE TAX FUND Total:	19,466.64
Fund: 112 - EMPLOYEE BENEFI	т			
Department: 110 - POLICE				
	HEALTH/LIFE BENEFITS	12/18/2023	55161	695.05
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	12/18/2023	55161	17.40
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	12/18/2023	55161	23.20
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS	12/18/2023	55186	432.25
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS	12/18/2023	55186	370.50
			Department 110 - POLICE DEPT Total:	1,538.40
Department: 150 - FIRE DI	EPARTMENT			
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	12/18/2023	55161	695.05
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	12/18/2023	55161	8.70
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS	12/18/2023	55186	123.50
		D	epartment 150 - FIRE DEPARTMENT Total:	827.25
Department: 160 - EMS				
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	12/18/2023	55161	20.30
KINETIC EDGE PHYSICAL THER	PRE-EMPLOYMENT PHYSICALS	12/18/2023	55172	105.00
		12/10/2022	55170	405.00
KINETIC EDGE PHYSICAL THER		12/18/2023	55172	105.00
RATHBUN LAKE AREA YMCA	- COSSOLOTTO/BURKE EMPLOYEE MEMBERSHIPS	12/18/2023	55186	370.50
UNITYPOINT CLINIC - OCCUPA		12/18/2023	55192	42.00
	SCREENS -	12/10/2025	55152	42.00
	COSSOLOTTO/BURKE			
UNITYPOINT CLINIC - OCCUPA		12/18/2023	55192	60.00
	SCREENS -			
	COSSOLOTTO/BURKE			
			Department 160 - EMS Total:	702.80
Department: 170 - BUILDI	ING INSPECTION			
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	12/18/2023	55161	2.90
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS	12/18/2023	55186	61.75
		Depa	rtment 170 - BUILDING INSPECTION Total:	64.65
Department: 210 - STREET	Г ДЕРТ			
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	12/18/2023	55161	11.60
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS	12/18/2023	55186	247.00
			Department 210 - STREET DEPT Total:	258.60
Department: 410 - LIBRAR	RY DEPT			
ENADIOVEE DENIEEIT SVSTENAS	HEALTH/LIFE BENEFITS	12/18/2023	55161	2.90
EIVIPLOTEE DEINEFTT STSTEIVIS	-	1 -1		
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS	12/18/2023	55186	370.50

Claims Report - Detail Vendor Name	Description (Payable)	Daymant Data	Payable Dates: 12/5/2023	Amoun
	Description (Payable)	Payment Date	Payment Number	Amoun
Department: 620 - CITY CL	.ERK HEALTH/LIFE BENEFITS	12/10/2022	55161	2.0
EMPLOYEE BENEFIT SYSTEMS RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS	12/18/2023 12/18/2023	55161 55186	2.9 61.7
RATINDUN LARE AREA TIVICA		12/16/2025	Department 620 - CITY CLERK Total:	64.6
				04.0
Department: 651 - OFFICE EMPLOYEE BENEFIT SYSTEMS	ESTAFF HEALTH/LIFE BENEFITS	12/18/2022	55161	8.7
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS	12/18/2023 12/18/2023	55186	8.7 185.2
		12/10/2025	Department 651 - OFFICE STAFF Total:	103.2
				19019
Department: 952 - FLEX P EMPLOYEE BENEFIT SYSTEMS		12/18/2023	55161	73.6
EIVIPLOTEE BEINEFIT STSTEIVIS	HEALIH/LIFE BENEFITS	12/18/2023	Department 952 - FLEX PLAN Total:	73.6
			_	
			Fund 112 - EMPLOYEE BENEFIT Total:	4,097.3
Fund: 120 - HOTEL/MOTEL TA)	(
Department: 659 - HOTEL				
CENTERVILLE AREA CHAMBER	-	12/18/2023	55157	42,314.2
	(JULY, AUG & SEPT 23)			42 24 4 2
			Department 659 - HOTEL/MOTEL Total:	42,314.2
			Fund 120 - HOTEL/MOTEL TAX Total:	42,314.2
Fund: 127 - LOST - ECONOMIC	DEV			
Department: 520 - COMM	UNITY BEAUTIFICATION			
CENTERVILLE AREA CHAMBER	L.O.S.T. ALLOCATION	12/18/2023	55157	3,717.6
		Department 52	20 - COMMUNITY BEAUTIFICATION Total:	3,717.6
			Fund 127 - LOST - ECONOMIC DEV Total:	3,717.6
Fund: 200 - DEBT SERVICE				
Department: 710 - DEBT S	ERVICE			
UMB BANK NA	BOND REG FEE GO2014B	12/18/2023	55191	250.0
UMB BANK NA	BOND REG FEE GO2016	12/18/2023	55191	250.0
			Department 710 - DEBT SERVICE Total:	500.0
			Fund 200 - DEBT SERVICE Total:	500.0
Fund: 609 - CITY WATER				
Department: 050 - LIABILI	тү			
COLLECTION SERVICES CENTE		12/07/2023	55150	48.5
	BEDFORD			
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	757.8
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	299.1
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	1,279.2
			Department 050 - LIABILITY Total:	2,384.9
Department: 810 - WATER	ł			
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	12/18/2023	55161	8.7
FIRST NATIONAL BANK OMAH	PUBLIC WORKS	12/18/2023	DFT0000493	205.9
FIRST NATIONAL BANK OMAH	PUBLIC WORKS	12/18/2023	DFT0000493	92.7
FIRST NATIONAL BANK OMAH		12/18/2023	DFT0000493	29.5
FIRST NATIONAL BANK OMAH	PUBLIC WORKS	12/18/2023	DFT0000493	10.4
FIRST NATIONAL BANK OMAH	PUBLIC WORKS	12/18/2023	DFT0000493	1,593.9
FIRST NATIONAL BANK OMAH		12/18/2023	DFT0000493	600.4
RATHBUN LAKE AREA YMCA US POSTAL SERVICE	EMPLOYEE MEMBERSHIPS PO BOX RENT	12/18/2023 12/18/2023	55186 55193	185.2 174.0
POWERPLAN	ACCU-SWING KIT FOR BKH	12/18/2023	55193	577.0
POWERPLAN	ISOLATOR & WINDOW PANE	12/18/2023	55182	326.3
QUILL LLC	COPY PAPER	12/18/2023	55183	5.2
QUILL LLC	COPY PAPER & CERT HOLDERS	12/18/2023	55183	5.2
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	458.1
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	-12.0
	REMOTE - HYD	12/18/2023	55195	1,007.9
VERMEER SALES & SERVICE IN		, , , , , ,		
VERMEER SALES & SERVICE IN		1 -1	Department 810 - WATER Total:	5,268.9

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Claims Report - Detail			Payable Dates: 12/5/2023	8 - 12/18/2023
Vendor Name	Description (Payable)	Payment Date	Payment Number	Amount
Fund: 610 - SEWER UTILITY OP	PERATING			
Department: 050 - LIABILI	ТҮ			
COLLECTION SERVICES CENTE	CASE # 849554 - ZACHARY J BEDFORD	12/07/2023	55150	3.06
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	1,259.76
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	383.70
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	12/07/2023	DFT0000469	1,641.18
			Department 050 - LIABILITY Total:	3,287.70
Department: 815 - SEWER	L			
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	12/18/2023	55161	14.50
TREASURER - STATE OF IOWA	NOVEMBER 2023 SALES TAX	12/05/2023	DFT0000462	1,487.94
WINDSTREAM COMMUNICATI	PHONE/INTERNET SERVICE	12/18/2023	DFT0000495	246.14
WINDSTREAM COMMUNICATI	-	12/18/2023	DFT0000495	82.36
FIRST NATIONAL BANK OMAH	PUBLIC WORKS	12/18/2023	DFT0000493	165.90
FIRST NATIONAL BANK OMAH	PUBLIC WORKS	12/18/2023	DFT0000493	77.00
LOCKE AMI LLC	WW PAY APP NO 24	12/05/2023	55149	326,236.51
RATHBUN LAKE AREA YMCA	EMPLOYEE MEMBERSHIPS	12/18/2023	55186	247.00
ROBERT BECK	CELL PHONE REIMBURSEMEN	12/18/2023	55187	240.00
MCGILL'S REPAIR & CONSTRU	REPLACED SEWER PUMP AT	12/18/2023	55176	340.00
	WEST SEWER PLANT	12, 10, 2023	33170	510.00
QUILL LLC	COPY PAPER	12/18/2023	55183	5.21
QUILL LLC	COPY PAPER & CERT HOLDERS	12/18/2023	55183	5.21
EASTERN IOWA TIRE	TIRES	12/18/2023	55159	311.05
SINCLAIR NAPA	BOOS PAC	12/18/2023	55188	179.00
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	596.61
WEX BANK	FUEL/SERVICE PURCHASES	12/18/2023	DFT0000494	-15.43
MICROBAC LABORATORIES, IN	-	12/18/2023	55177	2,059.10
TERRACON CONSULTANTS INC		12/18/2023	55190	8,090.25
		12, 10, 2025	Department 815 - SEWER Total:	340,368.35
		Fur	nd 610 - SEWER UTILITY OPERATING Total:	343,656.05
Fund: 660 - AIRPORT-CITY				
Department: 280 - AIRPOI	RT - CITY			
MCCLURE	NOV 23 PAVING DESIGN	12/18/2023	55175	1,332.62
MCCLONE	AIRPORT	12/18/2023	55175	1,552.02
			Department 280 - AIRPORT - CITY Total:	1,332.62
			Fund 660 - AIRPORT-CITY Total:	1,332.62
Fund: 740 - STORM WATER RE				_,
Department: 865 - STORN TREASURER - STATE OF IOWA		12/05/2023	DFT0000462	63.60
TREASURER - STATE OF IOWA	NOVENIBER 2023 SALES TAX	12/05/2023	_	
			Department 865 - STORM WATER Total:	63.60
			Fund 740 - STORM WATER RESERVE Total:	63.60
Fund: 820 - INSURANCE TRUST				
Department: 951 - INSUR		40 40 2000	55464	F7 000 00
EMPLOYEE BENEFIT SYSTEMS	HEALIH/LIFE BENEFITS	12/18/2023	55161	57,869.03
		De	partment 951 - INSURANCE CLAIMS Total:	57,869.03
		F	und 820 - INSURANCE TRUST FUND Total:	57,869.03
			Grand Total:	567,271.38
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Report Summary

Fund Summary

Fund		Payment Amount
001 - GENERAL FUND		82,625.46
003 - ARPA FUND		3,975.00
110 - ROAD USE TAX FUND		19,466.64
112 - EMPLOYEE BENEFIT		4,097.30
120 - HOTEL/MOTEL TAX		42,314.27
127 - LOST - ECONOMIC DEV		3,717.61
200 - DEBT SERVICE		500.00
609 - CITY WATER		7,653.80
610 - SEWER UTILITY OPERATING		343,656.05
660 - AIRPORT-CITY		1,332.62
740 - STORM WATER RESERVE		63.60
820 - INSURANCE TRUST FUND		57,869.03
	Grand Total:	567,271.38

Account Summary

Account Number	Account Name	Payment Amount
001-050-2120	FEDERAL W/H PAYABLE	6,386.77
001-050-2121	FICA W/H PAYABLE	8,680.32
001-050-2126	CHILD SUPPORT PAYABL	850.64
001-110-6210	MEMBERSHIP FEES	125.00
001-110-6230	SCHOOL & TRAINING	829.34
001-110-6330	GASOLINE/DIESEL	2,087.44
001-110-6332	OIL & FILTERS	51.35
001-110-6333	REPAIR & MAINTENANC	118.75
001-110-6335	TIRES-NEW & REPAIR	40.00
001-110-6508	POSTAGE	73.98
001-110-6546	UNIFORM EXPENSE	137.35
001-150-6330	GASOLINE/DIESEL	373.19
001-150-6332	OIL & FILTERS	119.88
001-150-6333	REPAIR & MAINTENANC	910.78
001-150-6490	PROFESSIONAL SERVICE	1,540.00
001-150-6506	OFFICE SUPPLIES	24.41
001-150-6508	POSTAGE	1.59
001-160-6230	SCHOOL & TRAINING	185.54
001-160-6330	GASOLINE/DIESEL	796.22
001-160-6419	DATA PROCESSING EXPE	100.00
001-160-6490	PROFESSIONAL SERVICE	30.00
001-160-6505	MEDICAL SUPPLIES	970.05
001-160-6506	OFFICE SUPPLIES	783.48
001-160-6546	UNIFORM EXPENSE	50.40
001-160-6725	CAPITAL OUTLAY - OFFIC	909.99
001-170-6230	SCHOOL & TRAINING	575.00
001-170-6333	REPAIR & MAINTENANC	405.78
001-170-6372	GARBAGE/RECYCLING FE	14,053.60
001-170-6506	OFFICE SUPPLIES	10.42
001-170-6508	POSTAGE	5.01
001-190-6499	OTHER CONTRACTUAL S	600.00
001-430-6371	ELECTRICITY	591.32
001-530-6490	PROFESSIONAL SERVICE	19,075.00
001-599-6531	MISCELLANEOUS EXPEN	7,940.00
001-650-6230	SCHOOL & TRAINING	160.00
001-650-6310	BUILDING MAINTENANC	1,640.88
001-650-6411	LEGAL EXPENSE	4,377.69
001-650-6414	OFFICIAL PUBLICATIONS	211.98
001-650-6419	DATA PROCESSING EXPE	5,902.88
001-650-6499	OTHER CONTRACTUAL S	300.00
001-650-6506	OFFICE SUPPLIES	29.43

Account Summary

	Account Summary	
Account Number	Account Name	Payment Amount
001-650-6508	POSTAGE	570.00
003-130-6723	CAPITAL OUTLAY - EQUIP	3,975.00
110-050-2120	FEDERAL W/H PAYABLE	710.61
110-050-2121	FICA W/H PAYABLE	1,420.60
110-050-2126	CHILD SUPP/GARNISHM	63.74
110-210-6330	GASOLINE/DIESEL	2,080.95
110-210-6335	TIRES-NEW & REPAIR	5,462.00
110-210-6350	EQUIPMENT REPAIR &	557.33
110-210-6372	GARBAGE/RECYCLING FE	458.40
110-210-6417	STREET MAINTENANCE S	2,994.59
110-210-6506	OFFICE SUPPLIES	10.42
110-210-6761	CAPITAL OUTLAY-STREET	5,708.00
112-110-6150	HEALTH INSURANCE	695.05
112-110-6155	DISPATCH LIFE INSURAN	17.40
112-110-6156	LIFE INSURANCE	23.20
112-110-6199	EMPLOYEE BENEFITS EX	802.75
112-150-6150	HEALTH INSURANCE	695.05
112-150-6156	LIFE INSURANCE	8.70
112-150-6199	EMPLOYEE BENEFITS EX	123.50
112-160-6156	LIFE INSURANCE	20.30
112-160-6198	PHYSICALS	312.00
112-160-6199	EMPLOYEE BENEFITS EX	370.50
112-170-6156	LIFE INSURANCE	2.90
112-170-6199	EMPLOYEE BENEFITS EX	61.75
112-210-6156	LIFE INSURANCE	11.60
112-210-6199	EMPLOYEE BENEFITS EX	247.00
112-410-6156	LIFE INSURANCE	2.90
112-410-6199	EMPLOYEE BENEFITS EX	370.50
112-620-6156	LIFE INSURANCE	2.90
112-620-6199	EMPLOYEE BENEFITS EX	61.75
112-651-6156		8.70
112-651-6199	EMPLOYEE BENEFITS EX	185.25
112-952-6153	FLEX ADMIN-FEES	73.60
120-659-6499	OTHER CONTRACTUAL S	42,314.27
127-520-6499	OTHER CONTRACTUAL S	3,717.61
200-710-6899	REGISTRATION FEES	500.00
609-050-2120 609-050-2121	FEDERAL W/H PAYABLE	757.86
609-050-2121	FICA W/H PAYABLE CHILD SUPP/GARNISHM	1,578.46 48.58
		48.58 8.70
609-810-6156 609-810-6199	EMPLOYEE BENEFITS EX	185.25
609-810-6330	GASOLINE/DIESEL	446.18
609-810-6350	EQUIPMENT REPAIR &	1,911.32
609-810-6506	OFFICE SUPPLIES	10.44
609-810-6508	POSTAGE	174.00
609-810-6531	MISCELLANEOUS EXPEN	2,533.01
610-050-2120	FEDERAL W/H PAYABLE	1,259.76
610-050-2121	FICA W/H PAYABLE	2,024.88
610-050-2126	CHILD SUPP/GARNISHM	3.06
610-815-6156	LIFE INSURANCE	14.50
610-815-6199	EMPLOYEE BENEFITS EX	247.00
610-815-6330	GASOLINE/DIESEL	581.18
610-815-6335	TIRES-NEW & REPAIR	311.05
610-815-6350	EQUIPMENT REPAIR &	179.00
610-815-6373	TELECOMMUNICATION S	486.14
610-815-6378	INTERNET SERVICE	82.36
610-815-6407	ENGINEERING SERVICES	8,090.25
610-815-6418	USE AND SALES TAX	1,487.94

Account Summary

	-	
Account Number	Account Name	Payment Amount
610-815-6440	TESTING EXPENSE	2,059.10
610-815-6506	OFFICE SUPPLIES	10.42
610-815-6524	PLANT MAINTENANCE S	582.90
610-815-6727	CAPITAL OUTLAY-IMPRO	326,236.51
660-280-6407	ENGINEERING SERVICES	1,332.62
740-865-6418	USE AND SALES TAX	63.60
820-951-6152	HEALTH INSURANCE-PRE	57,869.03
	Grand Total:	567,271.38

Project Account Summary

Project Account Key		Payment Amount
None		548,196.38
2023-001-6490		19,075.00
	Grand Total:	567,271.38



City of Centerville, IA

Distribution Report

Payroll Set: 01

Expense Range -Payment Range 12/05/2023-12/18/2023

Amount

Payroll Department: 110 Fund: 001 - GENERAL FUND	- POLICE DEPT				
001-110-6010		SALARIES & LONGEVITY PAY			23,370.86
001-110-6012		DISPATCHERS SALARIES & LONGEVI			13,246.07
			Fund 001 - GENERAL FUND Total:	1,187.00	36,616.93
			Payroll Department 110 - POLICE DEPT Total:	1,187.00	36,616.93
Payroll Department: 150 Fund: 001 - GENERAL FUND	- FIRE DEPT				
001-150-6010		SALARIES & LONGEVITY PAY			9,598.38
001-150-6035		VOLUNTEER FIRE SALARIES			4,970.00
			Fund 001 - GENERAL FUND Total:	832.50	14,568.38
			Payroll Department 150 - FIRE DEPT Total:	832.50	14,568.38
Payroll Department: 160 Fund: 001 - GENERAL FUND	- EMS				
001-160-6010		SALARIES & LONGEVITY PAY			18,256.38
001-160-6036		PARTTIME/PRN EMS SALARIES			2,766.07
			Fund 001 - GENERAL FUND Total:	·	21,022.45
			Payroll Department 160 - EMS Total:	1,004.00	21,022.45
Payroll Department: 170 Fund: 001 - GENERAL FUND	- BUILDING/CO	DE			
001-170-6010		SALARIES & LONGEVITY PAY			2,190.00
			Fund 001 - GENERAL FUND Total:	80.00	2,190.00
			Payroll Department 170 - BUILDING/CODE Total:	80.00	2,190.00
Payroll Department: 410 Fund: 001 - GENERAL FUND	- LIBRARY				
001-410-6010		SALARIES & LONGEVITY PAY			2,511.93
001-410-6020		PART TIME SALARY			3,652.50
			Fund 001 - GENERAL FUND Total:	324.50	6,164.43
			Payroll Department 410 - LIBRARY Total:	324.50	6,164.43
Payroll Department: 610 Fund: 001 - GENERAL FUND	- MAYOR & CO	UNCIL			
001-610-6010		SALARIES & LONGEVITY PAY			384.62
			Fund 001 - GENERAL FUND Total:		384.62
			Payroll Department 610 - MAYOR & COUNCIL Total:		384.62
Payroll Department: 815 Fund: 609 - CITY WATER	- SEWER DEPT				
609-810-6010		SALARIES & LONGEVITY PAY			137.50
609-810-6010			Fund 609 - CITY WATER Total:		137.50
003-810-0010					
Fund: 610 - SEWER UTILITY C	OPERATING				
	DPERATING	SALARIES & LONGEVITY PAY			10,018.23
Fund: 610 - SEWER UTILITY (DPERATING	SALARIES & LONGEVITY PAY	Fund 610 - SEWER UTILITY OPERATING Total:	587.00	10,018.23
Fund: 610 - SEWER UTILITY (DPERATING	SALARIES & LONGEVITY PAY		587.00 587.00	
Fund: 610 - SEWER UTILITY C		SALARIES & LONGEVITY PAY	Fund 610 - SEWER UTILITY OPERATING Total:		10,018.23
Fund: 610 - SEWER UTILITY C 610-815-6010 Payroll Department: 9999		SALARIES & LONGEVITY PAY SALARIES & LONGEVITY PAY	Fund 610 - SEWER UTILITY OPERATING Total:		10,018.23
Fund: 610 - SEWER UTILITY (610-815-6010 Payroll Department: 9999 Fund: 001 - GENERAL FUND			Fund 610 - SEWER UTILITY OPERATING Total:		10,018.23 10,155.73

					Amount
0	001-651-6010	SALARIES & LONGEVITY PAY			976.10
			Fund 001 - GENERAL FUND Total:	377.66	6,541.31
Fund: 1	10 - ROAD USE TAX FUND				
1	10-210-6010	SALARIES & LONGEVITY PAY			8,820.85
1	10-210-6011	ADMIN SALARY/LONGEVITY			1,124.53
			Fund 110 - ROAD USE TAX FUND Total:	535.47	9,945.38
Fund: 6	09 - CITY WATER				
6	509-810-6010	SALARIES & LONGEVITY PAY			9,872.46
6	509-810-6011	ADMIN SALARY/LONGEVITY			1,124.53
			Fund 609 - CITY WATER Total:	590.87	10,996.99
Fund: 6	10 - SEWER UTILITY OPERATING				
6	510-815-6010	SALARIES & LONGEVITY PAY			3,259.13
6	510-815-6011	ADMIN SALARY/LONGEVITY			1,124.49
			Fund 610 - SEWER UTILITY OPERATING Total:	107.25	4,383.62
			Payroll Department 99999 - SPLIT PAY Total:	1,611.25	31,867.30

Payment Range 12/05/2023 - 12/18/2023

Fund Summary

Fund	Units	Amount
001-GENERAL FUND	3,805.66	87,488.12
110-ROAD USE TAX FUND	535.47	9,945.38
609-CITY WATER	590.87	11,134.49
610-SEWER UTILITY OPERATING	694.25	14,401.85
Grand Total:	5,626.25	122,969.84

Fund Balance Report

As Of 11/30/2023

City of Centerville, IA



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,071,533.26	1,189,210.49	1,628,418.91	632,324.84
002 - POLICE K-9 FUND	0.00	43,349.70	15,694.49	27,655.21
003 - ARPA FUND	170,531.91	0.00	148,127.78	22,404.13
004 - LIBRARY	73,835.88	52,781.15	29,829.17	96,787.86
005 - LIBRARY MEMORIAL	91,906.31	392.98	0.00	92,299.29
006 - FIRE DEPT CAP RESERVE	137,749.90	10,911.80	0.00	148,661.70
008 - UTILITY FRANCHISE	0.00	231,154.04	0.00	231,154.04
009 - SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00
010 - ANIMAL RESCUE	161.59	0.00	0.00	161.59
110 - ROAD USE TAX FUND	19,473.23	326,223.54	426,656.84	-80,960.07
112 - EMPLOYEE BENEFIT	246,708.45	547,353.37	385,255.62	408,806.20
119 - EMERGENCY LEVY FUND	808.60	22,548.16	0.00	23,356.76
120 - HOTEL/MOTEL TAX	-5,750.61	95,591.32	44,540.32	45,300.39
121 - LOST - LIBRARY	0.00	0.00	0.00	0.00
122 - LOST - POOL	346,085.36	95,429.88	66,651.73	374,863.51
123 - LOST - FIRE	43,912.28	30,537.55	0.00	74,449.83
124 - LOST - SCHOOL	0.00	0.00	0.00	0.00
125 - TIF	11,210.03	10,945.71	11,000.00	11,155.74
127 - LOST - ECONOMIC DEV	3,814.29	19,085.98	19,182.66	3,717.61
128 - LOST - INFRASTRUCTURE	579,007.82	76,343.91	485,445.80	169,905.93
129 - LOST - SEWER	-32,897.89	108,790.05	82,764.53	-6,872.37
130 - PARK MEMORIALS	107.00	0.00	0.00	107.00
131 - LOST - LAW CENTER	173,383.54	51,532.14	0.00	224,915.68
132 - POOL DEBT	0.00	0.00	0.00	0.00
160 - ECONOMIC DEVELOPMENT	155,990.50	16,010.89	0.00	172,001.39
200 - DEBT SERVICE	-95,894.55	246,429.09	41,806.25	108,728.29
300 - CAPITAL RESERVES-LEVY	0.00	0.00	0.00	0.00
301 - CAP PROJ - STATE STREET	-400.00	0.00	0.00	-400.00
302 - CAP PROJ - BELLA VISTA	23,699.51	0.00	0.00	23,699.51
303 - CAP PROJ - LMI	0.00	0.00	0.00	0.00
304 - CAP PROJ - SHANAHAN ADDITION	13,326.40	157.50	0.00	13,483.90
501 - CEMETERY PERPETUAL CARE	205,072.14	975.00	0.00	206,047.14
502 - FRIENDS OF OAKLAND CEMETERY	27,503.92	3,261.75	16,461.75	14,303.92
600 - WATER UTILITY	1,528,937.15	622,919.49	489,291.75	1,662,564.89
601 - WATER CUSTOMER DEPOSITS	120,250.49	3,430.26	1,682.43	121,998.32
602 - WATER SEWER	0.00	0.00	0.00	0.00
603 - WATER STORMWATER	0.00	0.00	0.00	0.00
604 - WATER RESERVES	0.00	0.00	0.00	0.00
605 - WATER SINKING	0.00	0.00	0.00	0.00
606 - WATER IMPROVEMENTS	0.00	0.00	0.00	0.00
607 - SEWER	0.00	0.00	0.00	0.00
609 - CITY WATER	318.82	181,494.46	180,492.73	1,320.55
610 - SEWER UTILITY OPERATING	210,773.89	4,443,060.84	2,751,735.96	1,902,098.77
611 - SEWER BOND SINKING	0.00	82,764.53	1,261,994.06	-1,179,229.53
612 - SEWER REVENUE RESERVE	3,538,745.63	218,498.86	0.00	3,757,244.49
613 - SEWER IMPROVEMENT RESERVE	841,438.28	0.00	0.00	841,438.28
660 - AIRPORT-CITY	-72,120.40	90,947.37	7,242.74	11,584.23
661 - MUNICIPAL AIRPORT	106,735.66	97,345.11	115,878.27	88,202.50
740 - STORM WATER RESERVE	659,280.06	32,507.82	633,998.12	57,789.76
820 - INSURANCE TRUST FUND	247,063.72	277,181.38	304,652.82	219,592.28
821 - FLEX ACCOUNT	6,203.31	11,071.75	12,421.62	4,853.44
950 - EMS RESERVE	0.00	0.00	0.00	0.00
Re	port Total: 10,448,505.48	9,240,237.87	9,161,226.35	10,527,517.00



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

City Administrator Report 12/18/2023

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

Council Training: City Attorney Nicole Cox will attend the January 2nd City Council meeting to provide training on Open Meetings, Ethics and Conflicts of Interest.

FY25 Budget: An initial overview of the FY25 budget was included with the November 6th Council Packet. More discussions will follow in the coming weeks. The State of Iowa is expected to release its initial budget forms and information in mid-December.

Square H Frames – Alliant Energy: All customers have switched to the new power feeds, and Alliant has decommissioned the remaining infrastructure. The removal of the H frames began on December 8th is due to begin in the next two weeks.

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

The City Administrator met with the Board of Supervisors at their November 6, 2023, meeting to discuss a path forward on funding options. The Supervisors are in the process of establishing an EMS advisory board with members from each of the responder groups. This committee should be tasked with providing long-term EMS funding options, possibly including a ballot question on the November 2024 general election.

Permit and Code Enforcement Software: The City is currently implementing a new permit and code enforcement software. The new software will allow for digital submission of permits, as well as a nuisance property reporting functionality.

Water Quality Improvement Project: The City was awarded a grant from Iowa DNR for a Water Quality Improvement Project in our drainage districts. The grant was awarded for \$890,000. The 60% of design plans have been approved by the Iowa DNR. The bid letting for this project will get pushed back until January 2024. Updated plans were discussed at the Park Board meeting on September 18, 2023. The Park Board is awaiting initial price estimates from local vendors to evaluate the plan's feasibility with currently budgeted money.

Lelah Bradley Active Campus Management Agreement: The Appanoose County Conservation Board approved the dissolution of the previous 28E agreement between



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

the City and the County. This should allow for us to move forward with the City and Conservation Foundations land agreement.

Mikels Drive: This project is complete. The first invoices will be sent in the coming weeks. There may be some site restoration that is needed in the Spring.

Woodland Drive: This project is complete. The first invoices will be sent in the coming weeks. There may be some site restoration that is needed in the Spring.

Housing Abandonments/Demolitions for 2023: 1605 S. 21st - Moore (demolished by private party), 1611 S. 21st – Blumer (demolished by private party), 1316 S. 16th (demolished), 1626 S. Drake (Demolished by Private Party), 706 W. Maple (Demolished by Private Party), 505 E. State (demolished), 621 N. Park (demolished), 515 N. Park (pending demolition), 904 S. 16th (pending abandonment), 908 S. 16th (City-owned, pending asbestos), 509 E. Clark (pending tax foreclosure), 827 S. 16th (City-owned, pending asbestos), 520 W. Cottage (City-owned, pending asbestos), 217 E. State (City-owned, pending demolition), 908 S. 16th (City-owned, pending asbestos), 114 N. 14th (City-owned, pending clearing), 515 W. Van Buren (Cleared).

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

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

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

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

Citizen Input: None provided.



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

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

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

Annexation Letter and Discussion: No updates since the last meeting

Dead Trees: No update since the last meeting.

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

Disc Golf Course: No Updates since the last meeting.

Drake Public Library Directors Report for November FY24





Children's Programming

- Monday: Little Listeners @ 10:30am Wii Play after school
- Thursday: Create Crew after school 4:30pm
- Friday: LEGO Day after school
- Monthly Story Time with SEIDA Headstart
- Nest Program Incentives Location
- City Park Story Walk
- Dial a Story 641-898-4800 Winter Holiday Stories
- Tablet Exploration on new devices available

Adults

Kid Stuff

- Book Chat Will meet on Wednesday, December 20 at 12:15pm (5:15pm by request) in the Swab Reading Room. December's book is The Golden Couple by Greer Hendricks
- Adult Coloring meets on Thursdays at 1:30 for an hour in the Conference Room and Maker Space, -All are welcome
- Check out the progress everyone has made on our puzzle in the Swab Reading Room. Please take a moment to participate when you visit!
- Planning is underway for a Blood Pressure Monitor training for all adult patrons

Business

- Please "like" Drake Public Library and Drake Public Library Kids on Facebook
 JeNel has renewed her Silver Level Director
- Certification after submitting 79.5 continuing education hours over the last 3 years
- Our new website is active and JeNel is being trained to update and edit information
- Card Catalogs have been set up in the computer bays on the main floor and children's area on repurposed computers

3.602

Statistics

ILLS	44
Bridges	626
Reference	96
Programming	132
Computer Use	195
Wifi Use	503
Mtg Room Use	49

The Drake Public Library will be a welcoming center for lifelong learning. We celebrate the freedom to read, discover and discuss.

Circulations

PACT Director's Report December, 2023

Economic Development Project Updates:

Landed:

 Project Bueno: This project would result in a two phased construction project to build first a restaurant, then after that is completed, a speculative space for retail/office or hotel. Project Bueno is now public. This represents an expansion (nearly double) and a move to a new building for Alejandro Alvarado and La Fiesta, currently located at the mall.

In Process:

(in order of potential to land)

- Project Soybean: Agricultural company looking to build a soybean seed supply and an equipment manufacturing plant - a \$100-\$200 Million project with approximately 100 jobs. I have begun to assist Project Soybean with a High Quality Jobs application to be submitted to the Iowa Economic Development Authority, and site design to fit a rail extension.
- Project Supertramp: Value-added agriculture company looking to build a \$2.5 Billion plant, 100+ employees with average annual wages of \$60,000. Rail user. Weekly conversations are occurring. A land option has been signed. The City of Centerville and Appanoose Industrial Corporation have jointly funded a C02 study which should complete our local due diligence for this project over the next month.
- 3. Meat Processing: Our current lockers are all experiencing generational transition and a great need for working capital to refresh buildings and equipment. As we move forward to assist this industry, we should prioritize those that will include State of Iowa inspection such that they can sell to local stores and restaurants.

Investor Update:

(as of 12-6-23)

Diamond (\$10,000): 5 White Oak (\$5,000): 4 Sunshine (\$1,000): 12 Star (\$500): 14 Shamrock (\$250): 72 Friends (\$100): 28 Total Investors YTD: 135 Total Investor Revenue: \$79,493 Total in trade: \$39,855

Building Update:

Ervin Masonry has completed their work to rebuild the North and East walls of the PACT building at 128 N 12th Street. The roof is also completed. New windows are also installed.

Rick Dixon has commenced the carpentry, electric, and plumbing work. The inspection should be completed soon, allowing the drywalling process to commence.

Finally, I recently submitted a grant application to the State which, if funded, will pay for 2/3rds of the pocket park.

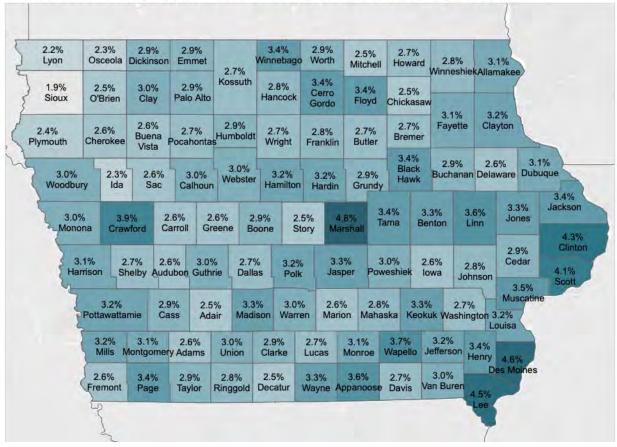


Honey Creek Resort:

I have recently begun to work on a long term goal of creating a Winter Writer's Conference at the resort and met with Iowa author Mary Lee Ashford and Tourism & Main Street Centerville Director Delaney Evers to begin planning. Please mark your calendars for March 28-31, 2024.

In addition the PACT Annual Banquet will be held at the resort on March 13, 2024. Again, please mark your calendars.

Appanoose County Unemployment:



October 2023 Unemployment Rate by County (Not Seasonally Adjusted)

Housing Strategy:

The PACT Board recently adopted a housing strategy for 2023 which includes three areas of endeavor:

- 1. Incentivize the construction of 60 new houses
- 2. Demolition of Derelict Housing
- 3. Creation of an Angel Investor Group to focus on rehabilitation and new build projects

We are currently pursuing the development of a new neighborhood in Centerville with an excellent working team made up of the land-owner, City Administrator, Hall Engineering, and an lowa builder who may take on this project with us.

The City of Centerville continues to fund demolition projects where needed as well as the incentivization of new housing through their STAR and FISH programs.

And finally, per our conversation last month, I will complete the initial work plan for the PACT Investor group concept in the coming months.

RESOLUTION NO. 2023-4022

RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY

WHEREAS, an offer has been made by ______ (individually or collectively, "<u>Buyer</u>"), to purchase from the City of Centerville, Iowa (the "<u>City</u>") that certain real property located at 505 E. State St., Centerville, Appanoose County, Iowa and legally described as follows (the "<u>Property</u>"):

The East Half of Lot 13 and the South 20 Feet of the East Half of Lot 4 in Block 3, Range 7, in the Original Town of Centerville, Appanoose County, Iowa

for the sum of \$_____ (the "<u>Purchase Price</u>"), and other valuable consideration, which shall include all costs incurred in connection with these proceedings;

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

WHEREAS, pursuant to the Notice, public hearing was held in the Council Chambers at City Hall, 312 E. Maple, Centerville, IA 52544 at 6:00 p.m, December 18th, 2023; and

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

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

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

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

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

PASSED AND APPROVED this _____, 2023.

CITY OF CENTERVILLE, IOWA

By:

Michael G. O'Connor, Mayor

ATTEST:

Jason Fraser, City Administrator

RESOLUTION NO. 2023-4023

RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY

WHEREAS, an offer has been made by ______ (individually or collectively, "<u>Buyer</u>"), to purchase from the City of Centerville, Iowa (the "<u>City</u>") that certain real property located at 621 N. Park St., Centerville, Appanoose County, Iowa and legally described as follows (the "<u>Property</u>"):

The South One-Half (S ¹/₂) of the West One-Half (W ¹/₂) of the South One-Half (S ¹/₂) of Lot 2, Block 6, Range 1 in the Original Town of Centerville, Appanoose County, State of Iowa.

for the sum of \$_____(the "<u>Purchase Price</u>"), and other valuable consideration, which shall include all costs incurred in connection with these proceedings;

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

WHEREAS, pursuant to the Notice, public hearing was held in the Council Chambers at City Hall, 312 E. Maple, Centerville, IA 52544 at 6:00 p.m, November 6th, 2023; and

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

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

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

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

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

PASSED AND APPROVED this _____, 2023.

CITY OF CENTERVILLE, IOWA

By: Michael G. O'Connor, Mayor

ATTEST:

Jason Fraser, City Administrator