

City of Centerville
312 East Maple St.
PO Box 578
Centerville, IA 52544
(O) 641-437-4339
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Mike O'Connor, Mayor
Ron Creagan, Councilmember
Jay Dillard, Councilmember
Darrin Hamilton, Councilmember
Don Sherwood Councilmember
Jan Spurgeon, Councilmember

www.centerville-ia.org

email: cityhall@centerville-ia.org

Regular Council Meeting Agenda of the City of Centerville Council

Monday, August 21, 2023, at 6:00 P.M.

Teams Online Meeting

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

- a. Approval of Minutes of August 7, 2023, Regular Council Meeting.
- b. Approval of Committee/Board Minutes – None
- c. Approval of Beer/Liquor License(s): None

- d. Approval of Res. No. 2023-3985 Setting the Time and Place for a Public Hearing for the Conveyance of Real Property – Empire Builder Investments, Inc. (Progressive Rail) – 1413 S. 22nd and 1415 S. 22nd.
- e. Approval of FY23 Urban Renewal Report
- f. Approval of Res. No. 2023 – 3986 Setting the Time and Place for a Public Hearing for the Conveyance of Real Property – 500 W. Jackson – Frasher.
- g. Approval to proceed with Alley Vacation Process – Moore.

3. Public Hearing

- a. None

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

- a. Approval of Bills
- b. Approval of Financial Report for July 2023
- c. Departmental Reports
 - i. City Administrator
 - ii. Public Works
 - iii. Library
- d. Approval of CO2 Capture Feasibility Study Funding

5. **Public Forum:** Time 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 to the Council’s attention any item not listed on the agenda.

6. **Adjourn** to 6:00 p.m. on Tuesday, September 5, 2023, for the City Council’s Regular Meeting.

Jason Fraser
City Administrator

Posted: 08/18/2023

CITY OF CENTERVILLE

REGULAR COUNCIL MEETING MINUTES

August 7th, 2023, at 6:00 P.M.

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

Roll Call - Present: Creagan, Dillard, Sherwood, and Spurgeon. Absent: Hamilton

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 Creagan to approve the consent agenda as presented to include: Approval of Minutes of July 17, 2023, Regular Council Meeting; Approval of Airport Commission Minutes for July 10, 2023; Approval of Library Minutes July 12, 2023; Approval of Library Annual Meeting July 12, 2023; Approval of Park Board Minutes for June 19, 2023; Approval of First Amendment to kenneling agreement with Furever Friends; Approval of MOU between City of Centerville and Iowa State Offset. Roll Call Vote as follows: Ayes: Creagan, Dillard, Hamilton, Sherwood, and Spurgeon. Nays: None. Absent: Hamilton. Motion carried.

Moved by Spurgeon, 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 a progress report on the Wastewater Facility Project.

Moved by Spurgeon, seconded by Sherwood to Approve Task Order 7024.004.2 Exhibit K extending the construction monitoring agreement for Fox Engineering to match the term of the project, which was extended at the July 17, 2023 council meeting. Roll Call Vote as follows: Ayes: Creagan, Dillard, Sherwood, and Spurgeon. Nays: None. Absent: Hamilton. Motion carried.

Moved by Creagan, seconded by Spurgeon to Approve Change Order No. 10 for Locke AMI for the Wastewater Project. Roll Call Vote as follows: Ayes: Creagan, Dillard, Sherwood, and Spurgeon. Nays: None. Absent: Hamilton. Motion carried.

Moved by Sherwood, seconded by Spurgeon to Approve Pay Application No. 20 for Locke AMI for the Wastewater Project. Roll Call Vote as follows: Ayes: Creagan, Dillard, Sherwood, and Spurgeon. Nays: None. Absent: Hamilton. Motion carried.

Moved by Dillard, seconded by Creagan to approve Slum and Blight remediation grants to include a derelict building demolition grant of up to \$2000 and a new housing construction

incentive of \$4500 per \$100,000 of new valuation up to a maximum benefit of \$9000. Vote as follows: Ayes: All. Nays: None. Absent: Hamilton. Motion carried.

Moved by Dillard, seconded by Creagan to approve Resolution 2023-3983 Determining an Area of the City to be an economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal project; and adopting the Amendment No. 1 to the Centerville 2020 Urban Renewal Plan. Roll Call Vote as follows: Ayes: Creagan, Dillard, Sherwood, and Spurgeon. Nays: None. Absent: Hamilton. Motion carried.

Discussion was held on the Mayor's Emergency Proclamation enacting a Curfew on the Square. The mayor indicated that the proclamation would be extended through September 5th, when the council can decide on the long-term implementation of the curfew.

Administrator Fraser provided an update on the status of the agreement with the Appanoose Conservation Foundation. The agreement will be submitted to the ACF for consideration later this week.

Moved by Dillard, seconded by Spurgeon, to adjourn at 7:00 p.m. until the next regular council meeting on August 21, 2023. Ayes: All. Nays: None. Motion carried.

Jason Fraser, City Administrator

Mike O'Connor, Mayor

RESOLUTION NO. 2023-3985

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

WHEREAS, the City of Centerville, Iowa (the "City") is the owner of certain real estate locally known as being located at 1413 S. 22nd St. and 1415 S. 22nd St., both in Centerville, Appanoose County, Iowa 52544 (Appanoose County Assessor Parcel Numbers 341011005260000, 341011005280000, 341011019580000 and 341011019590000), legally described as follows (the "Property");

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 5 IN JOS. GOSS ADDITION TO THE CITY OF
CENTERVILLE, APPANOOSE COUNTY, IOWA. EXCEPT THE COAL AND
MINERALS UNDERLYING THE SAME;

WHEREAS, the City Council of the City desires to sell the Property to EMPIRE BUILDER INVESTMENTS, INC , a Minnesota corporation ("Buyer") for \$4,000.00 (the "Purchase Price");

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

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

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

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

Section 1. The Offer will be considered by the City Council at a meeting to be held commencing at 6:00 P.M. on September 5th, 2023, in the Council Chambers at City Hall located at 312 E. Maple St., Centerville, Iowa.

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

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

PASSED AND APPROVED this ____ day of _____, 2023.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Administrator

Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Levy Authority Summary

Local Government Name: CENTERVILLE
 Local Government Number: 04G016

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CENTERVILLE C & C URBAN RENEWAL	04003	1

TIF Debt Outstanding: 100,000

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	0	0	Amount of 07-01-2022 Cash Balance Restricted for LMI
---	---	---	---

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	10,000
Asset Sales & Loan Repayments:	0
Total Revenue:	10,000

Rebate Expenditures:	10,000
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	10,000

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	0	0	Amount of 06-30-2023 Cash Balance Restricted for LMI
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Year-End Outstanding TIF
 Obligations, Net of TIF Special
 Revenue Fund Balance: 90,000

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Urban Renewal Area Data Collection

Local Government Name: CENTERVILLE (04G016)
 Urban Renewal Area: CENTERVILLE C & C URBAN RENEWAL
 UR Area Number: 04003

UR Area Creation Date: 11/2020

The area contains one or more economic development and blighted areas as defined in Chapter 403 of the Code of Iowa. The rehabilitation, conservation, redevelopment, or combination thereof is necessary in the interest of public health, safety and welfare.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

Base No.	Increment No.	Increment Value Used
040185	040186	310,780

CENTERVILLE/CENTERVILLE SCHOOLS/C & C TIF INCREMENT

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	436,910	1,501,830	0	0	1,938,740	0	1,938,740
Taxable	0	0	393,219	1,351,647	0	0	1,744,866	0	1,744,866
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022: 0 0 Amount of 07-01-2022 Cash Balance Restricted for LMI

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 10,000
 Asset Sales & Loan Repayments: 0
 Total Revenue: 10,000

Rebate Expenditures: 10,000
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
 Total Expenditures: 10,000

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023: 0 0 Amount of 06-30-2023 Cash Balance Restricted for LMI

Projects For CENTERVILLE C & C URBAN RENEWAL

C&C Development Agreement

Description:	C & C Machining Warehouse Construction
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For CENTERVILLE C & C URBAN RENEWAL

C&C DA

Debt/Obligation Type:	Rebates
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	Yes
Date Incurred:	12/03/2020
FY of Last Payment:	2032

Rebates For CENTERVILLE C & C URBAN RENEWAL

PIN 341011041570000

TIF Expenditure Amount:	10,000
Rebate Paid To:	10000
Tied To Debt:	C&C DA
Tied To Project:	C&C Development Agreement
Projected Final FY of Rebate:	2031

Jobs For CENTERVILLE C & C URBAN RENEWAL

Project:	C&C Development Agreement
Company Name:	C & C
Date Agreement Began:	10/01/2021
Date Agreement Ends:	09/30/2032
Number of Jobs Created or Retained:	6
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	2,300,000
Total Estimated Cost of Public Infrastructure:	0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

Initial payment for the annual appropriation will begin in June of FY23.
Completion of private investment in TIF area was FY21

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2023

0

♣ Annual Urban Renewal Report, Fiscal Year 2022 - 2023

TIF Taxing District Data Collection

Local Government Name: CENTERVILLE (04G016)
 Urban Renewal Area: CENTERVILLE C & C URBAN RENEWAL (04003)
 TIF Taxing District Name: CENTERVILLE/CENTERVILLE SCHOOLS/C & C TIF INCREMENT
 TIF Taxing District Inc. Number: 040186
 TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	436,910	1,501,830	0	0	1,938,740	0	1,938,740
Taxable	0	0	393,219	1,351,647	0	0	1,744,866	0	1,744,866
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	1,627,960	310,780	310,780	0	0

FY 2023 TIF Revenue Received: 0

RESOLUTION NO. 2023-3986

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

WHEREAS, the City of Centerville, Iowa (the "City") is the owner of certain real estate locally known as being located at 500 W. Jackson, Centerville, Appanoose County, Iowa, legally described as follows (the "Property"):

The East One-Half of Lot 3 in D.L. Strickler's First Addition to Centerville, Appanoose County, Iowa.

WHEREAS, the City Council of the City desires to sell the Property to DAVID L. FRASHER and SHELLEY K. FRASHER, husband and wife ("Buyer") for \$2,000.00 (the "Purchase Price");

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

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

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

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

Section 1. The Offer will be considered by the City Council at a meeting to be held commencing at 6:00 P.M. on September 5th, 2023, in the Council Chambers at City Hall located at 312 E. Maple St., Centerville, Iowa.

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

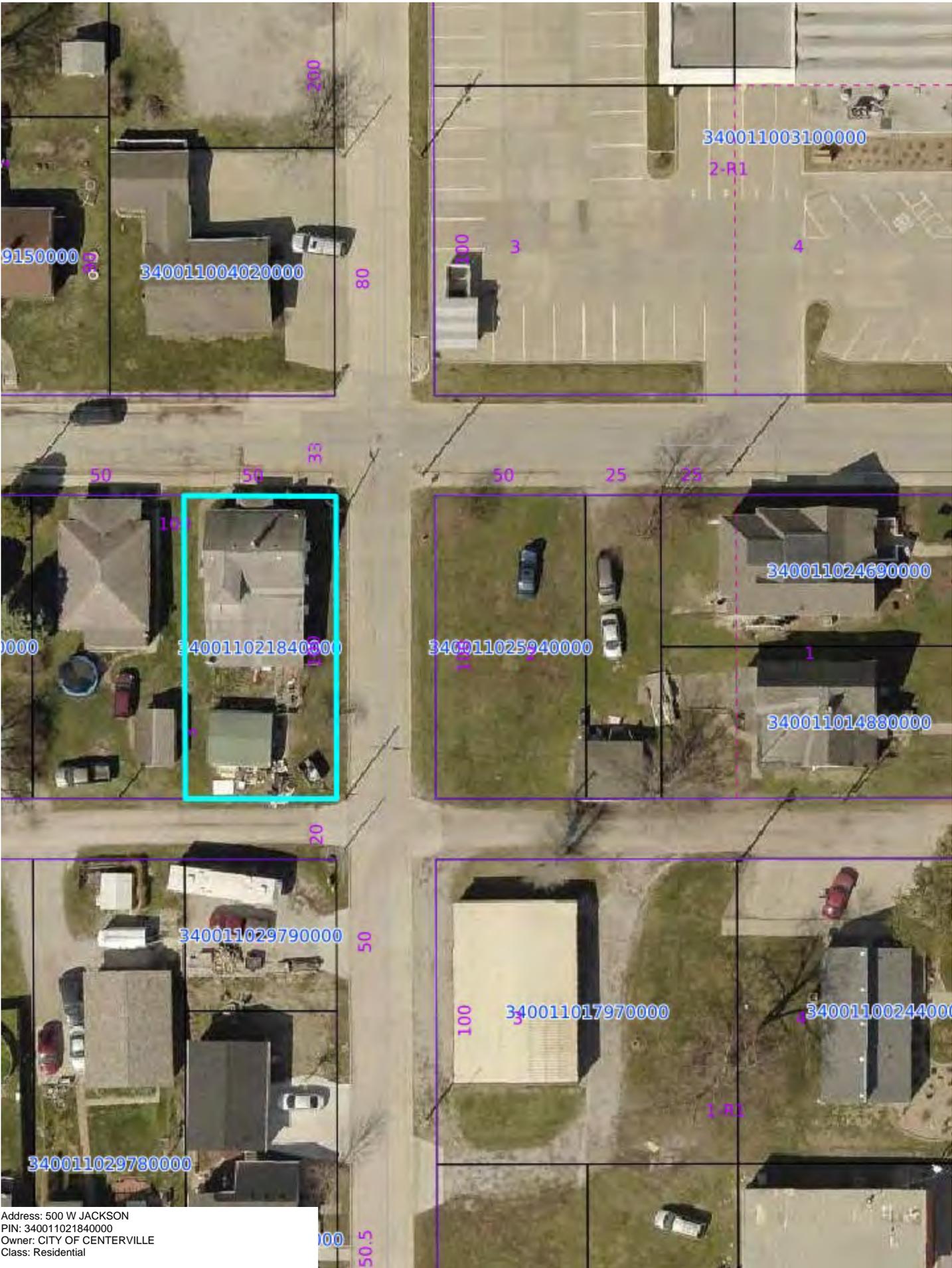
Section 3. This resolution shall become effective upon its passage and approval as provided by law.

PASSED AND APPROVED this ____ day of _____, 2023.

Michael G. O'Connor, Mayor

Attest:

Jason Fraser, City Administrator



Address: 500 W JACKSON
PIN: 340011021840000
Owner: CITY OF CENTERVILLE
Class: Residential

9150000

340011004020000

200

80

340011003100000

2-R1

100

3

4

50

50

33

50

25

25

340011024690000

0000

340011021840000

340011025940000

340011014880000

20

340011029790000

50

100

340011017970000

340011002440000

340011029780000

1-R1

100

50.5

CITY OF CENTERVILLE, IOWA
REQUEST FOR VACATION AND/OR SALE OF CITY STREET OR ALLEY

1. Request for Vacation: I/We request the vacation and sale of the following City Property. [Alley/Street Description]:

Rhonda Moore 618 S. 19th St.

2. Purchaser(s) of Vacated Property: If vacated by the City of Centerville, I propose that the vacated alley/street (as described directly above) be sold as follows:

<u>Purchaser:</u>	<u>Portion of Alley/Street to be purchased:</u>
<u>Rhonda Moore</u>	_____
_____	_____
_____	_____

3. Adjacent Landowners: We are the owners of all property abutting to the alley/street (as described above) and if vacated by the City of Centerville, do not object to its vacation and sale as described directly above:

Signed: N/A Address: _____
Signed: _____ Address: _____

4. The undersigned understands and agrees that if the above described street/alley is vacated by the City of Centerville and sold as described above, said property will be sold subject to easements granted by the purchaser to the City of Centerville for all utilities, the terms of said easements to be determined by the City of Centerville in its sole discretion. The undersigned understands and agrees that the submission of this application does not guarantee approval of the requested vacation, and that final determination is made by the City Council of the City of Centerville. **The undersigned understands and agrees that in addition to any purchase price for the property as determined by the City Council, they will be responsible to pay for all costs incurred by the City as a result of completing the vacation of the above described property including, but not limited to publication fees, legal fees, and abstracting.**

Signed: Rhonda Moore
Printed Name: Rhonda Moore
Address: 618 S. 19th St
Phone Number: 641-895-3080



Address: 618 S 19TH
PIN: 341011029090000
Owner: MOORE, LARRY J. & MOORE, RHONDA J.
Class: Residential



Expense Approval Report

By Segment (Select Below)

Payable Dates 8/8/2023 - 8/21/2023

Vendor Name	Description (Payable)	Payment Date	Payment Number	Amount
Department: 050 - LIABILITY				
AFLAC	AFLAC ACCIDENT	08/17/2023	DFT0000216	100.20
AFLAC	AFLAC ACCIDENT	08/17/2023	DFT0000216	7.94
AFLAC	AFLAC ACCIDENT	08/17/2023	DFT0000216	19.10
AFLAC	AFLAC ACCIDENT	08/17/2023	DFT0000216	91.40
AFLAC	AFLAC CANCER	08/17/2023	DFT0000216	17.55
AFLAC	AFLAC CANCER	08/17/2023	DFT0000216	14.53
AFLAC	AFLAC CANCER	08/17/2023	DFT0000216	53.12
AFLAC	AFLAC DISABILITY	08/17/2023	DFT0000216	12.92
AFLAC	AFLAC DISABILITY	08/17/2023	DFT0000216	10.80
AFLAC	AFLAC DISABILITY	08/17/2023	DFT0000216	7.20
AFLAC	AFLAC HOSPITAL	08/17/2023	DFT0000216	13.29
AFLAC	AFLAC HOSPITAL	08/17/2023	DFT0000216	8.85
AFLAC	AFLAC SPECIAL HEALTH	08/17/2023	DFT0000216	28.08
AFLAC	AFLAC SPECIAL HEALTH	08/17/2023	DFT0000216	1.66
AFLAC	AFLAC SPECIAL HEALTH	08/17/2023	DFT0000216	1.66
AFLAC	AFLAC SPECIAL HEALTH	08/17/2023	DFT0000216	1.71
MISSION SQUARE - 307140	ICMARC 457 PLAN	08/17/2023	54784	824.25
MISSION SQUARE - 307140	ICMARC 457 PLAN	08/17/2023	54784	24.25
MISSION SQUARE - 307140	ICMARC 457 PLAN	08/17/2023	54784	24.25
MISSION SQUARE - 307140	ICMARC 457 PLAN	08/17/2023	54784	24.25
CENTERVILLE POLICE ASSOCIA	PD UNION DUES	08/17/2023	54781	24.00
COLLECTION SERVICES CENTE	CASE # CDCV003095 - CHRISTOPHER A DONAHOO	08/17/2023	54782	258.15
COLLECTION SERVICES CENTE	CASE # 1007883 - JOSHUA A HOBBS	08/17/2023	54782	89.43
COLLECTION SERVICES CENTE	CASE # 849554 - ZACHARY J BEDFORD	08/17/2023	54782	69.23
COLLECTION SERVICES CENTE	CASE # 849554 - ZACHARY J BEDFORD	08/17/2023	54782	46.15
COLLECTION SERVICES CENTE	CASE # 839629 - JUSTIN D HUDSON	08/17/2023	54782	337.84
COLLECTION SERVICES CENTE	CASE # 1001879 - ZACKARY R MUSGROVE	08/17/2023	54782	264.92
COLLECTION SERVICES CENTE	CASE # 791500 - JEREMY M HUDSON	08/17/2023	54782	49.84
J & S SPORTS LLC	SONIA SMITH	08/17/2023	54783	1.88
J & S SPORTS LLC	SONIA SMITH	08/17/2023	54783	1.88
J & S SPORTS LLC	SONIA SMITH	08/17/2023	54783	1.88
J & S SPORTS LLC	SONIA SMITH	08/17/2023	54783	1.86
J & S SPORTS LLC	BRANDON KNAPP	08/17/2023	54783	7.50
J & S SPORTS LLC	JENEL ALLEN BARTH	08/17/2023	54783	22.50
J & S SPORTS LLC	PAMELA REED	08/17/2023	54783	7.50
J & S SPORTS LLC	ROBERT SANDS	08/17/2023	54783	4.49
J & S SPORTS LLC	ROBERT SANDS	08/17/2023	54783	3.01
J & S SPORTS LLC	SKYLER MORRISON	08/17/2023	54783	7.50
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	5,318.71
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	2,145.74
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	5,575.88
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	641.73
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	1,100.44
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	257.40
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	659.14
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	1,157.54
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	270.76

Expense Approval Report

Payable Dates: 8/8/2023 - 8/21/2023

Vendor Name	Description (Payable)	Payment Date	Payment Number	Amount
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	1,017.26
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	1,461.82
INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	08/17/2023	DFT0000213	341.76
Department 050 - LIABILITY Total:				22,434.75
Department: 110 - POLICE DEPT				
JIMMY BATES	LED FLASHLIGHT	08/21/2023	54809	65.97
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	695.05
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	347.53
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	17.40
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	23.20
RADAR ROAD TEC	RADAR CERTIFICATIONS - 9	08/21/2023	54818	315.00
KIESLER POLICE SUPPLY	AMMO ORDER #SO209824	08/21/2023	54810	4,916.80
Department 110 - POLICE DEPT Total:				6,380.95
Department: 130 - EMPLOYEE BENEFITS				
TYLER TECHNOLOGIES, INC	IMPLEMENTATION	08/21/2023	54826	1,703.75
TYLER TECHNOLOGIES, INC	IMPLEMENTATION	08/21/2023	54826	1,486.25
Department 130 - EMPLOYEE BENEFITS Total:				3,190.00
Department: 150 - FIRE DEPARTMENT				
MERCYONE EAST DES MOINES	PHYSICAL - JEROD POWELL	08/21/2023	54813	967.00
CONWAY SHIELD	HELMET SHIELDS	08/21/2023	54792	820.10
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	11.60
IOWA ASSOCIATION OF PROF	MEMBERSHIP & REGISTRATION FEES	08/21/2023	54806	120.00
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	22.39
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	3.65
DANNCO	NAME PLATE & 2 HOLDERS	08/21/2023	54794	32.90
STANARD & ASSOCIATES, INC.	TEST FORMS	08/21/2023	54824	22.00
Department 150 - FIRE DEPARTMENT Total:				1,999.64
Department: 160 - EMS				
RIVER HILLS COMMUNITY HE	PRE-EMPLOYMENT DRUG SCREEN - WILLIAMS	08/21/2023	54821	15.00
HY-VEE	MEDICATIONS	08/21/2023	54804	74.53
IOWA MEDICAID ENTERPRISE	STATE SHARE GEMT MCO - JULY, AUGUST & SEPTEMBER	08/21/2023	54808	4,715.22
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	20.30
EMERGENCY MEDICAL PROD	MEDICAL SUPPLIES	08/21/2023	54796	391.86
EMERGENCY MEDICAL PROD	COLD PACKS	08/21/2023	54796	59.69
EMERGENCY MEDICAL PROD	TEST STRIPS	08/21/2023	54796	25.52
EMERGENCY MEDICAL PROD	MEDICAL SUPPLIES	08/21/2023	54796	264.49
IEMSA	AFFILIATE MEMBERSHIP	08/21/2023	54805	250.00
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	22.39
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	3.65
SJ SMITH CO INC	OXYGEN	08/21/2023	54823	84.95
BOUND TREE MEDICAL LLC	PADS & RESTRAINT STRAPS	08/21/2023	54787	26.99
FOGLE TRUE VALUE	WET MOP	08/21/2023	54798	25.99
Department 160 - EMS Total:				5,980.58
Department: 170 - BUILDING INSPECTION				
PRECISION LAWNCARE	MOWING	08/21/2023	54816	225.00
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	2.90
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	22.40
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	3.65
4S SERVICES	NUISANCE & CONTRACT MOWING	08/21/2023	54785	1,785.00
Department 170 - BUILDING INSPECTION Total:				2,038.95

Expense Approval Report

Payable Dates: 8/8/2023 - 8/21/2023

Vendor Name	Description (Payable)	Payment Date	Payment Number	Amount
Department: 210 - STREET DEPT				
RIVER HILLS COMMUNITY HE	RANDOM DRUG TEST - HAWKINS	08/21/2023	54821	4.95
UNITY POINT CLINIC-OCC ME	RANDOM DRUG TEST - HAWKINS	08/21/2023	54827	13.86
RATHBUN AREA SOLID WASTE	DUMPING FEES	08/21/2023	54820	114.40
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	11.60
CANTERA AGGREGATES LLC	ROCK - 4 - WOODLAND, MIKELS & MAIN	08/21/2023	54789	1,851.38
CANTERA AGGREGATES LLC	ROCK - 7 - WOODLAND, MIKELS & MAIN	08/21/2023	54789	3,060.16
CANTERA AGGREGATES LLC	ROCK - 6 - WOODLAND, MIKELS & MAIN	08/21/2023	54789	2,763.42
CANTERA AGGREGATES LLC	ROCK - 2 - WOODLAND, MIKELS & MAIN	08/21/2023	54789	859.93
CANTERA AGGREGATES LLC	ROCK - 1 - WOODLAND, MIKELS & MAIN	08/21/2023	54789	403.23
CANTERA AGGREGATES LLC	ROCK - 2 - WOODLAND, MIKELS & MAIN	08/21/2023	54789	869.81
CANTERA AGGREGATES LLC	ROCK - 13 - WOODLAND, MIKELS & MAIN	08/21/2023	54789	5,818.98
CANTERA AGGREGATES LLC	ROCK - 7 - WOODLAND, MIKELS & MAIN	08/21/2023	54789	3,112.71
POWERPLAN	RETURN HEADLINER	08/21/2023	54815	-339.92
POWERPLAN	HEADLINER & RETURN COVER	08/21/2023	54815	203.67
POWERPLAN	THERMOSTAT	08/21/2023	54815	86.92
POWERPLAN	LIGHT	08/21/2023	54815	119.07
BAKER'S REPAIR	STARTER ROPES	08/21/2023	54786	16.07
BAKER'S REPAIR	REPAIR STARTER	08/21/2023	54786	16.00
BAKER'S REPAIR	SHARPEN CHAINS & CHAIN	08/21/2023	54786	59.00
POWERPLAN	TOOTH	08/21/2023	54815	147.10
SINCLAIR TRACTOR	ANTENNA	08/21/2023	54822	23.78
SINCLAIR TRACTOR	FILTERS	08/21/2023	54822	244.74
SINCLAIR TRACTOR	FILTERS	08/21/2023	54822	-2.66
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	22.39
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	3.66
O'HALLORAN INTERNATIONAL	2011 INTERNATIONAL REPAIR	08/21/2023	54814	3,723.85
O'HALLORAN INTERNATIONAL	WINDOW	08/21/2023	54814	152.48
Department 210 - STREET DEPT Total:				23,360.58
Department: 240 - STREET LIGHTS & ELECTRIC				
MCGILL'S REPAIR & CONSTRU	STREET LIGHT REPAIRS	08/21/2023	54812	200.00
Department 240 - STREET LIGHTS & ELECTRIC Total:				200.00
Department: 280 - AIRPORT - CITY				
MCCLURE	AIRPORT PAVING PROJECT	08/21/2023	54811	835.72
Department 280 - AIRPORT - CITY Total:				835.72
Department: 410 - LIBRARY DEPT				
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	2.90
Department 410 - LIBRARY DEPT Total:				2.90
Department: 430 - PARKS				
PRECISION LAWNCARE	MOWING	08/21/2023	54816	1,750.00
PRECISION LAWNCARE	MOWING	08/21/2023	54816	3,230.00
4S SERVICES	NUISANCE & CONTRACT MOWING	08/21/2023	54785	870.00
Department 430 - PARKS Total:				5,850.00
Department: 450 - CEMETERY				
PRECISION LAWNCARE	MOWING	08/21/2023	54816	3,150.00
Department 450 - CEMETERY Total:				3,150.00

Expense Approval Report

Payable Dates: 8/8/2023 - 8/21/2023

Vendor Name	Description (Payable)	Payment Date	Payment Number	Amount
Department: 499 - POOL				
HILL'S SANITATION SERVICE	TRASH SERVICE - POOL JULY	08/21/2023	54802	55.00
COSBY'S AUDIO VIDEO & APPL	ROUTER	08/21/2023	54793	175.00
Department 499 - POOL Total:				230.00
Department: 620 - CITY CLERK				
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	2.90
Department 620 - CITY CLERK Total:				2.90
Department: 650 - CITY HALL & GEN BLDGS				
IOWA TRUST & SAVINGS BAN	DEPOSIT SLIPS	08/15/2023	DFT0000225	54.59
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	22.40
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	3.66
DANNCO	NAME PLATE & 2 HOLDERS	08/21/2023	54794	18.95
HEARTLAND SHREDDING, INC.	SHREDDING	08/21/2023	54800	178.40
HOPKINS & HUEBNER PC	LEGAL FEES - EMPLOYMENT	08/21/2023	54803	75.00
IOWA MEDIA NETWORK	JULY 2023 REVENUE	08/21/2023	54807	17.21
IOWA MEDIA NETWORK	VACATION OF ALLEY	08/21/2023	54807	31.11
Department 650 - CITY HALL & GEN BLDGS Total:				401.32
Department: 651 - OFFICE STAFF				
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	8.70
Department 651 - OFFICE STAFF Total:				8.70
Department: 810 - WATER				
RIVER HILLS COMMUNITY HE	RANDOM DRUG TEST - HAWKINS	08/21/2023	54821	4.95
UNITY POINT CLINIC-OCC ME	RANDOM DRUG TEST - HAWKINS	08/21/2023	54827	13.86
HEFFRON, JUSTINE	REIMBURSEMENT FOR LATERAL DAMAGE	08/21/2023	54801	1,926.00
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	8.70
SINCLAIR TRACTOR	ANTENNA	08/21/2023	54822	23.78
SINCLAIR TRACTOR	FILTERS	08/21/2023	54822	244.74
SINCLAIR TRACTOR	FILTERS	08/21/2023	54822	-2.66
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	22.39
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	3.66
BRATZ OIL CORP	TIRE REPAIR	08/21/2023	54788	20.00
Department 810 - WATER Total:				2,265.42
Department: 815 - SEWER				
CONTINENTAL RESEARCH COR	AERO MULTI-PACK	08/21/2023	54791	301.52
FOX STRAND, INC	WW PROJECT ENGINEERING - JULY 23	08/21/2023	54799	35,443.60
RIVER HILLS COMMUNITY HE	RANDOM DRUG TEST - HAWKINS	08/21/2023	54821	5.10
UNITY POINT CLINIC-OCC ME	RANDOM DRUG TEST - HAWKINS	08/21/2023	54827	14.28
RATHBUN AREA SOLID WASTE	DUMPING FEES	08/21/2023	54820	140.00
LOCKE AMI LLC	WW PAY APP NO 20	08/08/2023	54779	587,830.74
D & T CONSTRUCTION	NEW GUTTERS @ EAST PLANT	08/08/2023	54778	2,576.58
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	14.50
CENTERVILLE PRODUCE	SPRAY	08/21/2023	54790	198.00
RAMCO INNOVATIONS	CONTACTORS	08/21/2023	54819	273.15
RAMCO INNOVATIONS	CONTACTORS	08/21/2023	54819	33.81
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	22.39
QUILL LLC	TOILET PAPER, TRASH BAGS & POST-ITS	08/21/2023	54817	3.66
ELECTRICAL ENGINEERING &	ELECTRICAL COMPONENTS	08/21/2023	54795	691.04

Expense Approval Report

Payable Dates: 8/8/2023 - 8/21/2023

Vendor Name	Description (Payable)	Payment Date	Payment Number	Amount
TERRACON CONSULTANTS INC	WWTP SPECIAL INSPECTION	08/21/2023	54825	6,067.00
Department 815 - SEWER Total:				633,615.37
Department: 865 - STORM WATER				
FOX STRAND, INC	SPONSORED PROJECT DESIGN - JULY 23	08/21/2023	54799	495.00
Department 865 - STORM WATER Total:				495.00
Department: 951 - INSURANCE CLAIMS				
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	57,752.18
Department 951 - INSURANCE CLAIMS Total:				57,752.18
Department: 952 - FLEX PLAN				
EMPLOYEE BENEFIT SYSTEMS	HEALTH/LIFE BENEFITS	08/21/2023	54797	78.20
Department 952 - FLEX PLAN Total:				78.20
Grand Total:				770,273.16

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	39,008.30
003 - ARPA FUND	3,190.00
110 - ROAD USE TAX FUND	25,699.64
112 - EMPLOYEE BENEFIT	2,204.28
609 - CITY WATER	4,479.49
610 - SEWER UTILITY OPERATING	636,608.55
660 - AIRPORT-CITY	835.72
740 - STORM SEWER RESERVE	495.00
820 - INSURANCE TRUST FUND	57,752.18
Grand Total:	770,273.16

Account Summary

Account Number	Account Name	Payment Amount
001-050-2120	FEDERAL W/H PAYABLE	5,318.71
001-050-2121	FICA W/H PAYABLE	7,721.62
001-050-2124	INSURANCE PAYABLE	141.20
001-050-2125	DEFERRED COMP PAYAB	824.25
001-050-2126	CHILD SUPPORT PAYABL	1,000.18
001-050-2127	UNION DUES PAYABLE	24.00
001-050-2128	YMCA/SNAP DUES PAYA	46.88
001-110-6435	RADIOS-UPKEEP & MAIN	315.00
001-110-6529	AMMUNITION & GUN S	4,916.80
001-110-6570	GENERAL EXPENSE	65.97
001-150-6210	MEMBERSHIP FEES	120.00
001-150-6490	PROFESSIONAL SERVICE	22.00
001-150-6501	HOUSEKEEPING SUPPLIE	22.39
001-150-6504	MINOR TOOLS & EQUIP	820.10
001-150-6506	OFFICE SUPPLIES	36.55
001-160-6210	MEMBERSHIP FEES	250.00
001-160-6501	HOUSEKEEPING SUPPLIE	48.38
001-160-6505	MEDICAL SUPPLIES	928.03
001-160-6506	OFFICE SUPPLIES	3.65
001-160-6582	MISC REFUND	4,715.22
001-170-6499	OTHER CONTRACTUAL S	2,010.00
001-170-6501	HOUSEKEEPING SUPPLIE	22.40
001-170-6506	OFFICE SUPPLIES	3.65
001-430-6499	OTHER CONTRACTUAL S	5,850.00
001-450-6499	OTHER CONTRACTUAL S	3,150.00
001-499-6320	GROUNDS MAINTENAN	55.00
001-499-6378	INTERNET SERVICE	175.00
001-650-6411	LEGAL EXPENSE	75.00
001-650-6414	OFFICIAL PUBLICATIONS	48.32
001-650-6491	BANKING/ACH FEES	54.59
001-650-6499	OTHER CONTRACTUAL S	178.40
001-650-6501	HOUSEKEEPING SUPPLIE	22.40
001-650-6506	OFFICE SUPPLIES	22.61
003-130-6725	CAPITAL OUTLAY - OFFIC	3,190.00
110-050-2120	FEDERAL W/H PAYABLE	641.73
110-050-2121	FICA W/H PAYABLE	1,357.84
110-050-2124	INSURANCE PAYABLE	51.24
110-050-2125	DEFERRED COMP PAYAB	24.25
110-050-2126	CHILD SUPP/GARNISHM	69.23
110-050-2128	YMCA/SNAP DUES PAYA	6.37
110-210-6198	PHYSICALS	18.81
110-210-6350	EQUIPMENT REPAIR &	4,359.03
110-210-6372	GARBAGE/RECYCLING FE	114.40
110-210-6417	STREET MAINTENANCE S	91.07

Account Summary

Account Number	Account Name	Payment Amount
110-210-6501	HOUSEKEEPING SUPPLIE	22.39
110-210-6506	OFFICE SUPPLIES	3.66
110-210-6761	CAPITAL OUTLAY-STREET	18,739.62
110-240-6366	ELECTRICITY-STREET LIG	200.00
112-110-6150	HEALTH INSURANCE	695.05
112-110-6151	DISPATCHERS HEALTH IN	347.53
112-110-6155	DISPATCH LIFE INSURAN	17.40
112-110-6156	LIFE INSURANCE	23.20
112-150-6156	LIFE INSURANCE	11.60
112-150-6198	PHYSICALS	967.00
112-160-6156	LIFE INSURANCE	20.30
112-160-6198	PHYSICALS	15.00
112-170-6156	LIFE INSURANCE	2.90
112-210-6156	LIFE INSURANCE	11.60
112-410-6156	LIFE INSURANCE	2.90
112-620-6156	LIFE INSURANCE	2.90
112-651-6156	LIFE INSURANCE	8.70
112-952-6153	FLEX ADMIN-FEES	78.20
609-050-2120	FEDERAL W/H PAYABLE	659.14
609-050-2121	FICA W/H PAYABLE	1,428.30
609-050-2124	INSURANCE PAYABLE	51.34
609-050-2125	DEFERRED COMP PAYAB	24.25
609-050-2126	CHILD SUPP/GARNISHM	46.15
609-050-2128	YMCA/SNAP DUES PAYA	4.89
609-810-6156	LIFE INSURANCE	8.70
609-810-6198	PHYSICALS	18.81
609-810-6335	TIRES-NEW & REPAIR	20.00
609-810-6350	EQUIPMENT REPAIR &	265.86
609-810-6501	HOUSEKEEPING SUPPLIE	22.39
609-810-6506	OFFICE SUPPLIES	3.66
609-810-6531	MISCELLANEOUS EXPEN	1,926.00
610-050-2120	FEDERAL W/H PAYABLE	1,017.26
610-050-2121	FICA W/H PAYABLE	1,803.58
610-050-2124	INSURANCE PAYABLE	146.23
610-050-2125	DEFERRED COMP PAYAB	24.25
610-050-2128	YMCA/SNAP DUES PAYA	1.86
610-815-6156	LIFE INSURANCE	14.50
610-815-6198	PHYSICALS	19.38
610-815-6372	GARBAGE/RECYCLING FE	140.00
610-815-6407	ENGINEERING SERVICES	41,510.60
610-815-6501	HOUSEKEEPING SUPPLIE	22.39
610-815-6506	OFFICE SUPPLIES	3.66
610-815-6524	PLANT MAINTENANCE S	1,497.52
610-815-6727	CAPITAL OUTLAY-IMPRO	590,407.32
660-280-6407	ENGINEERING SERVICES	835.72
740-865-6407	ENGINEERING SERVICES	495.00
820-951-6152	HEALTH INSURANCE-PRE	57,752.18
	Grand Total:	770,273.16

Project Account Summary

Project Account Key	Payment Amount
None	770,273.16
Grand Total:	770,273.16



Distribution Report

Payroll Set: 01

Expense Range -

Payment Range 08/08/2023-08/21/2023

		Amount
Payroll Department: 110 - POLICE DEPT		
Fund: 001 - GENERAL FUND		
001-110-6010	SALARIES & LONGEVITY PAY	21,508.59
001-110-6012	DISPATCHERS SALARIES & LONGEVI	11,676.85
Fund 001 - GENERAL FUND Total:		1,142.00 33,185.44
Payroll Department 110 - POLICE DEPT Total:		1,142.00 33,185.44
Payroll Department: 150 - FIRE DEPT		
Fund: 001 - GENERAL FUND		
001-150-6010	SALARIES & LONGEVITY PAY	9,695.88
001-150-6035	VOLUNTEER FIRE SALARIES	1,349.93
Fund 001 - GENERAL FUND Total:		586.50 11,045.81
Payroll Department 150 - FIRE DEPT Total:		586.50 11,045.81
Payroll Department: 160 - EMS		
Fund: 001 - GENERAL FUND		
001-160-6010	SALARIES & LONGEVITY PAY	15,597.50
001-160-6036	PARTTIME/PRN EMS SALARIES	2,695.53
Fund 001 - GENERAL FUND Total:		963.50 18,293.03
Payroll Department 160 - EMS Total:		963.50 18,293.03
Payroll Department: 170 - BUILDING/CODE		
Fund: 001 - GENERAL FUND		
001-170-6010	SALARIES & LONGEVITY PAY	2,190.00
Fund 001 - GENERAL FUND Total:		80.00 2,190.00
Payroll Department 170 - BUILDING/CODE Total:		80.00 2,190.00
Payroll Department: 410 - LIBRARY		
Fund: 001 - GENERAL FUND		
001-410-6010	SALARIES & LONGEVITY PAY	2,511.92
001-410-6020	PART TIME SALARY	4,286.04
Fund 001 - GENERAL FUND Total:		352.00 6,797.96
Payroll Department 410 - LIBRARY Total:		352.00 6,797.96
Payroll Department: 610 - MAYOR & COUNCIL		
Fund: 001 - GENERAL FUND		
001-610-6010	SALARIES & LONGEVITY PAY	384.62
Fund 001 - GENERAL FUND Total:		384.62
Payroll Department 610 - MAYOR & COUNCIL Total:		384.62
Payroll Department: 815 - SEWER DEPT		
Fund: 610 - SEWER UTILITY OPERATING		
610-815-6010	SALARIES & LONGEVITY PAY	9,014.40
Fund 610 - SEWER UTILITY OPERATING Total:		576.00 9,014.40
Payroll Department 815 - SEWER DEPT Total:		576.00 9,014.40
Payroll Department: 99999 - SPLIT PAY		
Fund: 001 - GENERAL FUND		
001-210-6010	SALARIES & LONGEVITY PAY	3,675.84
001-610-6011	ADMIN SALARY/LONGEVITY	1,049.52
001-620-6010	SALARIES & LONGEVITY PAY	689.85
001-651-6010	SALARIES & LONGEVITY PAY	954.15
Fund 001 - GENERAL FUND Total:		377.72 6,369.36

Distribution Report

Expense Range: - Payment Range: 08/08/2023-08/21/2023

		Amount
Fund: 110 - ROAD USE TAX FUND		
110-210-6010	SALARIES & LONGEVITY PAY	8,491.05
110-210-6011	ADMIN SALARY/LONGEVITY	1,049.52
	Fund 110 - ROAD USE TAX FUND Total:	528.92
		9,540.57
Fund: 609 - CITY WATER		
609-810-6010	SALARIES & LONGEVITY PAY	9,045.29
609-810-6011	ADMIN SALARY/LONGEVITY	1,049.52
	Fund 609 - CITY WATER Total:	586.52
		10,094.81
Fund: 610 - SEWER UTILITY OPERATING		
610-815-6010	SALARIES & LONGEVITY PAY	2,837.19
610-815-6011	ADMIN SALARY/LONGEVITY	1,049.52
	Fund 610 - SEWER UTILITY OPERATING Total:	107.34
		3,886.71
	Payroll Department 99999 - SPLIT PAY Total:	1,600.50
		29,891.45

Fund Summary

Fund	Units	Amount
001-GENERAL FUND	3,501.72	78,266.22
110-ROAD USE TAX FUND	528.92	9,540.57
609-CITY WATER	586.52	10,094.81
610-SEWER UTILITY OPERATING	683.34	12,901.11
Grand Total:	5,300.50	110,802.71



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,066,791.01	91,156.69	363,125.59	794,822.11
002 - POLICE K-9 FUND	0.00	40,570.00	0.00	40,570.00
003 - ARPA FUND	170,531.91	0.00	32,469.03	138,062.88
004 - LIBRARY	73,835.88	23,093.59	4,847.53	92,081.94
005 - LIBRARY MEMORIAL	91,906.31	59.16	0.00	91,965.47
006 - FIRE DEPT CAP RESERVE	137,749.90	10,911.80	0.00	148,661.70
008 - UTILITY FRANCHISE	0.00	104,311.89	0.00	104,311.89
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	19,220.11	60,822.66	77,740.44	2,302.33
112 - EMPLOYEE BENEFIT	246,708.45	17,376.23	71,115.10	192,969.58
119 - EMERGENCY LEVY FUND	808.60	537.14	0.00	1,345.74
120 - HOTEL/MOTEL TAX	-5,750.61	0.00	822.40	-6,573.01
121 - LOST - LIBRARY	0.00	0.00	0.00	0.00
122 - LOST - POOL	346,085.36	17,506.17	0.00	363,591.53
123 - LOST - FIRE	43,912.28	5,601.97	0.00	49,514.25
124 - LOST - SCHOOL	0.00	0.00	0.00	0.00
125 - TIF	11,210.03	0.09	11,000.00	210.12
127 - LOST - ECONOMIC DEV	3,814.29	3,501.24	3,814.29	3,501.24
128 - LOST - INFRASTRUCTURE	579,007.82	14,004.94	0.00	593,012.76
129 - LOST - SEWER	-32,897.89	19,957.03	0.00	-12,940.86
130 - PARK MEMORIALS	107.00	0.00	0.00	107.00
131 - LOST - LAW CENTER	173,383.54	9,453.33	0.00	182,836.87
132 - POOL DEBT	0.00	0.00	0.00	0.00
160 - ECONOMIC DEVELOPMENT	155,990.50	414.03	0.00	156,404.53
200 - DEBT SERVICE	-95,894.55	5,872.82	0.00	-90,021.73
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 - CEMETRY PERPETUAL CARE	205,072.14	855.00	0.00	205,927.14
502 - FRIENDS OF OAKLAND CEMETA	27,503.92	0.00	0.00	27,503.92
600 - WATER UTILITY	1,528,727.84	127,592.12	112,056.53	1,544,263.43
601 - WATER CUSTOMER DEPOSITS	91,163.49	3,420.00	600.39	93,983.10
610 - SEWER UTILITY OPERATING	66,817.58	391.75	690,325.23	-623,115.90
611 - SEWER BOND SINKING	0.00	0.00	0.00	0.00
612 - SEWER REVENUE RESERVE	3,448,566.14	0.00	0.00	3,448,566.14
613 - SEWER IMPROVEMENT RESERVE	841,438.28	0.00	0.00	841,438.28
660 - AIRPORT-CITY	-72,120.40	37,599.29	40.29	-34,561.40
661 - MUNICIPAL AIRPORT	106,735.66	24,502.49	25,991.66	105,246.49
740 - STORM SEWER RESERVE	645,250.58	0.00	627,572.93	17,677.65
820 - INSURANCE TRUST FUND	221,080.00	54,297.58	59,660.87	215,716.71
821 - FLEX ACCOUNT	6,203.31	2,071.14	3,373.33	4,901.12
Report Total:	10,139,745.98	676,037.65	2,084,555.61	8,731,228.02



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 08/21/2023

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

Mayor's Emergency Proclamation: On June 29th, the Mayor issued an emergency proclamation. The proclamation enacted a curfew on the Square from Midnight to 5 am every night. This proclamation was extended through September 5th.

Storm Damage: The tree brush pile in the City Park is slated to be shredded the week of 8/21/2023.

Council Election: The City Council election is set for Tuesday, November 7. The Candidate filing period will begin on August 28, with the filing deadline of 5 pm September 21st. This election will include the Mayor, Council Ward 1, Ward 3, and One At-large seat. Application packets are available at City Hall and the Auditor's office.

City Council/Board of Supervisors work session on EMS: The Appanoose County Board of Supervisors set a public hearing on declaring EMS essential at their May 15th meeting. This is the first step in a possible citizen vote for a countywide EMS levy. The public hearing was held on July 17, 2023, and the first consideration of the resolution of essential support was passed. The second consideration was tabled at the August 7th Supervisor's meeting and is slated to be picked up on August 21st.

IT Implementation: The City's new IT implementation is ongoing. The new equipment has been installed, email migration has occurred, and Sharedrive migration is underway. Each Council email address has a new temporary password. Please reach out to the City Administrator to get your email account access.

Accounting System Implementation: City Hall's Accounting system implementation is still ongoing. All finance systems are now live. Our payroll system has been migrated over to the new system as well.

The time and attendance (timecard) system was fully implemented for the August 17th payroll. As anticipated, the payroll processing time was reduced from over 8 hours per payroll to just 45 minutes.



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The final implementation will be Utility billing. The UB system should be in operation in August of 2023. The September utility bill should be sent out via postcard from the new system.

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 \$1.13 Million. The 30% 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 will be discussed at the Park Board meeting on September 18, 2023.

Lelah Bradley Active Campus Management Agreement: The City Administrator is working with the City Attorney to draft an agreement in line with the Council decision on May 21.

Mikels Drive: The City is preparing the final processes to complete the project this summer. The paving crew is estimated to begin the project in late July.

Woodland Drive: The City has received sufficient voluntary assessments to proceed with the project. The paving crew is estimated to begin the project in late July.

Housing Abandonments/Demolitions: 1605 S. 21st - Moore (demolished by private party), 1611 S. 21st – Blumer (demolished by private party), 1626 S. Drake (Demolished by Private Party), 306 N. 12th (Pending Tax Foreclosure), 505 E. State (pending demolition), 621 N. Park (demolished), 515 N. Park (pending demolition), 904 S. 16th (pending abandonment), 908 S. 16th (pending tax certificate), 509 E. Clark (pending tax foreclosure), 603 W. Jackson (pending abandonment), 411 N. 7th (pending abandonment), 649 N. Main (pending abandonment), 826 S. 16th (City-owned, pending demolition).

Disc Golf Course: All of the new sign posts have been installed. This project is complete pending the addition of the sponsorship information on the course signs.

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

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. **None.**



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Citizen Input: None provided

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

Square H Frames – Alliant Energy: Walker Welding has been contracted to remove the superstructures once the paving is complete. The project is pending 15 individual businesses completing their necessary electrical upgrades.

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.

**PACT Director's Report
August, 2023**

Economic Development Project Updates:

In Process:

(in order of potential to land)

1. 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.
2. 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.
3. 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. A developer is working on a site plan for a potential location in Centerville.
4. 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 8-2-2023)

Diamond (\$10,000): 4

White Oak (\$5,000): 3

Sunshine (\$1,000): 10

Star (\$500): 13

Shamrock (\$250): 56

Friends (\$100): 26

Total Investors YTD: 98

Total Investor Revenue: \$61,189

Total in trade: \$34,855

Reopening Honey Creek Resort:

After sustained efforts by PACT and others, Honey Creek Resort is now managed by Achieva Enterprises, a locally owned company. I am pleased to report that all aspects of the resort are now reopened. The restaurant is serving all meals, the bar, indoor swimming facility, boat rentals, lodge, cottages, pavilion, and golf course are now operational. Achieva Enterprises has also added horse drawn carriage rides and a train excursion attraction to the resort.

I have recently begun to work on a long term goal of creating a Winter Writer's Conference at the resort and have an organizational meeting with author Mary Lee Ashford and Tourism & Main Street Centerville Director Delaney Evers this month to flesh out the concept and lock in dates.

Building Update:

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

Windows and Doors have been ordered and should be installed by Pancake Day. This is yet another delay on their part, but appears to be the state of the industry.

Rick Dixon has commenced some of the clean up work (interior demolition) he can do while waiting for the windows and doors to be installed. He is also collecting bids from electricians for the interior rewiring and audio visual needs.



Drake Public Library Directors Report July FY24

Building

- Southern Iowa Heating and Cooling will test the air conditioning unit for a refrigerant leak and will help us determine if we should replace the unit or if it can be repaired. It was installed by another provider, no longer in business, in 2008.
- Patchwork and painting estimates will be requested after the air conditioning unit is taken care of.

Kid Stuff

- Children's Programming will begin after Labor Day. Mondays at 10:30am is Little Listeners, our family style story time for babies, toddlers and preschool children and their caregivers.
- Create Crew on Thursdays at 3:45pm is for our school agers. This program focuses on STEAM activities with a focus on creativity. They will meet until 4:45 with time after to browse the library.
- Friday after school is LEGO Day! Stop by before 5pm to build with school age friends.

Adults

- The last Wednesday of the month is Book Chat at 12:15pm in the Swab Reading Room. August's assignment is to share favorite books from the summer break.
- Adult Coloring meets on Thursdays at 1:30 for an hour in the Conference Room and Maker Space. All are welcome.
- The Blood Pressure Monitoring Station is found on the main floor in the south west seating area. Directions and information are available there.

Outreach

- We are working with Centerville School teachers and administrators, learning how to navigate Follett Destiny (our online card catalog system) as well as Bridges. Future services that we offer include training on BrainFuse and a rotation of teacher and student selected books for classrooms

Business

- VC3 IT has helped us create a new "under construction" website at <https://www.drakepubliclibrary.org>
- The online time sheet system is out of the testing environment and my staff has done very well in adjusting to the new system.

Statistics

Circulations	4,164
ILLs	40
Bridges	580
Reference	136
Programming	101
Computer Use	260
Wifi Use	255
Mtg Room Use	21

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



August 15, 2023

Battelle Proposal OPP225429

Bill Buss
Appanoose Industrial Corporation
101 W Van Buren St
Centerville, IA 52544
bbuss@hall-engineering.us

Dear Bill Buss:

Thank you for your interest in working with Battelle. Enclosed is our proposal, *Carbon Sequestration Feasibility Study for Appanoose Industrial Corporation: Centerville, IA*.

This work is proposed under the terms and conditions of the enclosed Services Agreement. To direct Battelle to conduct this effort, please have an authorized representative sign and return one copy of the enclosed agreement to Battelle.

Any data proprietary to Battelle will be excluded and no Intellectual Property will be generated within the scope of this work. This proposal is valid for 60 days.

Questions of a contractual nature may be addressed to Amanda Botti at botti@battelle.org or (614) 424-4503. All other questions may be addressed to Jason VanderKooi at vanderkooi@battelle.com.

Thank you for this opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Laney Williams".

Laney Williams
Contracts Representative

Enclosures

Battelle Proposal: OPP225429

Validity Period: 60 days

Carbon Sequestration Feasibility Study for Appanoose Industrial Corporation: Centerville, IA

Prepared by:

Battelle
505 King Avenue
Columbus, Ohio 43201-2696

Project Point of Contact:

Jason vanderKooi
Program Manager
405-823-4211
vanderkooi@battelle.com

Contractual Point of Contact:

Amanda Botti
Sr. Contracts Manager
(614) 424-4503
botti@battelle.org

Submitted to:

Bill Buss
101 W Van Buren St
Centerville, IA 52544
bbuss@hall-engineering.us

August 15, 2023

Scope

Battelle will conduct a geologic characterization study to evaluate the feasibility for carbon capture and storage (CCS) up to a 30-mile radius of the site identified by Appanoose, in the vicinity of Centerville, IA. Battelle will present the results from the study, identify any key risks, and make recommendations for further evaluations which may include a comprehensive CO₂ Plume Modeling Study. The main components of the proposed analysis will include:

1. **Subsurface Site Screening Assessment**
2. **Land Use Screening**

Recommendations

Site Feasibility Approach

Subsurface Site Screening Assessment

Battelle will conduct a subsurface site screen assessment to determine the feasibility for carbon storage at or in proximity to the identified area along with data accessibility, including well logs and seismic data. Battelle will utilize both internal databases of geologic and petrophysical data as well as publicly available data and literature to characterize the fundamental geologic properties required for carbon storage. Five subsurface characteristics are required for carbon storage which are: reservoir presence, capacity, injectivity, confinement, and containment. All five of these factors will be evaluated in our technical approach. Battelle will assess the feasibility of carbon storage based on the CO₂ injection target provided by Appanoose. This will include a CO₂ plume size estimate, preliminary project subsurface risk assessment and potential mitigation for identified risks.

Land Use Screening

Battelle's database of regional environmental, social, and infrastructure issues, in conjunction with public data, will be used to identify any potential project disruptions or delays in permitting and construction. This may include identifying stakeholders, issues of concern to stakeholders, or any state statutory requirements along with initial surface risks to project progress.

Based on the results of the site screening assessment and land use screening, a determination of the feasibility for carbon storage will be made, as well as recommendation for further site evaluation.

Project Management

Battelle's project manager (PM) will be responsible for the project tracking, planning, deliverables, and budget throughout all project tasks. Battelle's PM will ensure the successful completion of the project within scope, budget, and timeline proposed with consistent communication throughout the project with Appanoose.

Deliverables and Communication

Battelle will hold regularly scheduled Microsoft Teams meetings with Appanoose to discuss overall progress status and schedule. This will include a kick-off meeting and a final review of site screening

and recommendations. Battelle will support additional meetings requested by Appanoose. In addition, Battelle will deliver the following document deliverables:

- Summary of the site screening assessment and land use screening including recommendations in a PowerPoint presentation.

Schedule and Budget

The proposed overall project schedule is presented below, which can be tailored to meet Appanoose’s needs.

Task	Project Week			
	1	2	3	4
Project Management				
Task 1. Subsurface Site Screening Assessment				
Task 2. Land Use Screening	(Kick-off meeting)		(Optional)	
Meetings	♦	♦		
Final Presentation				♦

Battelle anticipates this effort will take a total of one (1) month from kickoff meeting to the final presentation. For administrative and contractual purposes, the period of performance shall be two (2) months.

Battelle proposes a price of \$40,000 for the Site Feasibility analysis on a firm-fixed price basis to be paid upon completion of the project. The pricing table below details the proposed payment schedule and includes weekly stage gates. This approach provides for flexibility in the event the Battelle team discovers critical, project-ending information before completion of the study.

Week	Payment Due
1	\$10,000
2	\$10,000
3	\$10,000
4	\$10,000
Total	\$40,000

SERVICES AGREEMENT

AGREEMENT NUMBER CMA001104

Battelle Memorial Institute ("Battelle") agrees to provide to Appanoose Industrial Corporation ("Client") services in accordance with the Proposal, the following terms and conditions. This Agreement and its associated Proposal are valid for acceptance for the time period specified in the Proposal. Battelle will begin work in accordance with the schedule outlined in the Proposal, upon receipt of this Agreement executed by Client and any required advance payment. Acceptance of this Agreement by Client does not preclude Battelle from performing the same or similar services as provided for Client for others.

1. TERM OF AGREEMENT

This Agreement shall become effective on the date of last signature below (the "Effective Date") and will expire in accordance with the schedule outlined in the Proposal unless extended in writing by the parties. Battelle reserves the right to extend the term of this Agreement for administrative purposes until all payments for all charges and fees have been received by Battelle.

2. SERVICES

Battelle will provide the services and deliverables described in the Proposal, unless such services and deliverables are modified and agreed to in writing by the parties. All services and deliverables provided by Battelle as part of the Project shall be deemed accepted when rendered or provided by Battelle. Client retains responsibility and all decision-making authority for the design, registration, manufacture, marketing, distribution and sale of Client's products and/or services. Client agrees that Battelle is an independent contractor and specifically acknowledges that Battelle is a service provider, not a manufacturer, distributor or supplier.

3. INVOICING, PAYMENT & TAXES

Battelle shall submit invoices to Client on a monthly basis as charges are incurred or as otherwise specified in the Proposal. Client agrees to pay Battelle's charges within 30 days of the date of invoices issued by Battelle without set-off. Invoices not paid within 30 days of issuance shall accrue interest at the rate of two percent (2.0%) per month. All payments by Client to Battelle under this Agreement shall be in U.S. dollars.

The price above includes current federal, state or local taxes levied in the United States on these services or on the wages paid to Battelle's United States employees; however, it does not include any applicable sales, use or similar transactional taxes (hereinafter defined as "Sales tax") levied in the United States. Applicable Sales tax or additions to or changes to the current federal, state or local taxes levied in the United States on the services covered by this Agreement that result in an increase of costs associated with this Agreement shall be the obligation of the Client and shall result in an increase to the price. If Battelle receives a valid Sales tax exemption certificate for the applicable transaction from the Client, Sales tax will not apply.

The price above does not include any present or future assessments, fees, duties, tariffs, taxes or other charges imposed by the government of any other country or subdivision thereof on these services or on Battelle as a result of performing these services. These amounts shall be the obligation of the Client.

4. INTELLECTUAL PROPERTY

Each party shall retain the entire right and title to its intellectual property in existence prior to this Agreement or which is thereafter developed independently of this Agreement ("Background IP"), and no rights of any kind with respect to such property shall be granted to or otherwise created by either party to this Agreement except as specified in this Agreement or under a separate written agreement signed by Battelle and Client.

"Deliverable" shall mean the final product(s) identified as a deliverable in Battelle's formal Proposal. Deliverables shall be and are assigned and transferred to the Client as its sole and exclusive property upon the completion of the services and full payment to Battelle, provided however that Battelle retains an

irrevocable, royalty-free, paid up, worldwide non-exclusive license to the Deliverables developed as a part of the services for Battelle's research, development and demonstration purposes.

Notwithstanding anything to the contrary in this Agreement, nor anything in the Proposal, Battelle retains ownership of its Background IP and any improvement or derivative thereof. With respect to any Battelle Background IP included in the Deliverables, Battelle hereby grants the Client an irrevocable, royalty-free, paid up, worldwide, nonexclusive, nontransferable, non-sublicensable license to such Background IP necessary for Client to use the Deliverables with respect to the services, and only such Background IP as embodied in the Deliverables.

5. CONFIDENTIALITY

From the effective date of this Agreement until three (3) years following completion of the Project, Battelle agrees to not disclose to a third party the specific results of the Project as embodied in reports and correspondence transmitted to Client, without Client's written consent, except as required by law, or except as necessary to protect Battelle's intellectual property rights, such as filing for patent(s), or except to a Battelle affiliate that manages or co-manages a government laboratory; provided that such laboratory agrees to be bound by obligations of confidentiality to the same extent herein. Nothing contained herein restricts or impairs Battelle's right to use, disclose or otherwise deal with any data, results or information which: (a) was generally available to the public or thereafter becomes generally available to the public by publication or otherwise through no fault of Battelle; (b) was in Battelle's possession prior to the time of disclosure to or development by Battelle hereunder; (c) was independently made available to Battelle with no restriction on use or disclosure as a matter of lawful right by a third party; (d) was independently developed by Battelle; or (e) is required to be disclosed by a court of competent jurisdiction or by a government agency.

6. WARRANTY AND LIMITATION OF LIABILITY

Battelle warrants that it will perform the services provided under this Agreement with the degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of a breach of this warranty, Battelle shall, at its sole discretion, (a) re-perform the non-complying service at its own expense; or (b) refund the amount paid to Battelle by Client for the non-complying services. The foregoing shall be the exclusive remedy of Client and the sole liability of Battelle for breach of warranty. To be eligible for the remedies specified above, all warranty claims must be in writing, fully describe the nature of the non-complying services, and be presented to Battelle no later than ninety (90) days after the final Project Information is provided to Client.

BATTELLE MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, FOR ANY GOOD, REPORT, DESIGN, ITEM, SERVICE OR OTHER RESULT TO BE DELIVERED UNDER THIS AGREEMENT.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT AND REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LAW ASSERTED.

In no event shall Battelle's cumulative maximum liability arising from any cause(s) and regardless of the cause of action or theory of law asserted exceed amounts paid by Client to Battelle under this Agreement.

7. INDEMNITY

Client agrees to indemnify, defend and hold harmless Battelle, its affiliates and their respective directors, officers, employees, consultants, and agents (collectively, "Battelle Parties") from and against any and all losses, costs, expenses, claims and damages, including and without limitation, claims for property damage, personal injury, disease or death suffered by any person, including Client's parties, and reasonable attorney's fees and court costs related thereto (all the foregoing collectively "Losses") to the extent caused

By the negligent acts or omissions of Client, except to the extent that the Losses arise from Battelle's sole negligence, gross negligence or willful misconduct.

Further, Client retains responsibility and all decision-making authority for the design, registration, manufacture, marketing, distribution and sale of Client's products and/or services. Therefore, Client agrees to indemnify, defend, and hold Battelle, its affiliates, and their respective directors, officers, employees, consultants, and agents harmless from any and all liabilities, demands, damages, costs and expenses (including reasonable attorney fees and court costs) arising from third party suits or claims resulting from product liability and/or Client's use, inability to use, or misuse of any deliverable, data, item or other information delivered by Battelle.

8. COMPLIANCE WITH LAWS

The parties agree to comply with all laws and regulations applicable to the performance of their respective obligations under this Agreement, including those related to export control, and neither party shall export nor re-export any tangible goods, service or information related to this Agreement without first obtaining any required export licenses or other governmental approvals, if required by law. Each party is responsible for its own compliance with this provision.

9. NON-ENDORSEMENT AND USE OF NAME

Battelle does not endorse products and services. Therefore, Client agrees that it will not use or imply Battelle's name or marks, or use Battelle's reports, for advertising, promotional purposes, raising of capital, recommending investments, or in any way that implies endorsement by Battelle without Battelle's prior written approval. Battelle will not use Client's name or marks for advertising or promotional purposes without Client's prior written approval.

10. NON-SOLICITATION OF EMPLOYEES

During the term of this Agreement and for a period of one (1) year following the termination or expiration thereof, Client shall not solicit for employment the technical or professional employees directly involved with the work performed under this Agreement. This clause shall not restrict an employee of Battelle from pursuing on their own initiative employment opportunities with the Client and Client shall have no restriction on hiring such employee.

11. TERMINATION

Either party may terminate this Agreement for its convenience upon thirty (30) days written notice to the other party. Any termination or expiration of this Agreement by Client shall not affect Client's outstanding obligations for payments due for services rendered and costs for materials and expenses incurred by Battelle on Client's behalf prior to the date of such termination or expiration. Client shall pay Battelle termination charges including, without limitation, labor and material expenses, overhead charges, fee, and shutdown costs incurred by Battelle and arising out of Client's termination for convenience within thirty (30) days of receipt of Battelle's final invoice. After receipt of payment, Battelle will provide Client with reports or other deliverable items available as of the date of termination.

12. FORCE MAJEURE

Neither Client nor Battelle shall be liable for any expense, loss or damage (except payment of monetary obligations) resulting from delay or failure to perform caused by acts beyond the control of the party delayed or unable to perform including, without limitation, acts or failure to act of government and war or acts of terror (a "Force Majeure Event"). In the event of any delay or failure to perform occasioned by the foregoing, the time for performance will be extended by a period of time equal to the time lost by reason of such delay or failure to perform and any other affected provision(s) of the Agreement including, without limitation, price, shall be equitably adjusted provided that the party delayed or unable to perform provided the other party with written notice of the occurrence and impact of the Force Majeure Event.

13. INSURANCE

Each party shall maintain during the term of this Agreement and at its own expense, insurance in amounts reasonable and customary for a responsible entity in its industry, and all insurance required by any applicable law or regulation of a jurisdiction having authority over the party's operations or activities.

If applicable, any property furnished by Client for use on this Project shall remain the property of Client and Battelle shall have no responsibility for insuring such property against loss or damage. Client will cooperate in providing any required safe handling or operation instructions and Battelle may reasonably rely on the information provided.

14. MISCELLANEOUS

This Agreement may not be assigned in whole or in part without the prior written consent of both parties, which shall not be unreasonably withheld or delayed. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the successors and permitted assigns of each party.

The failure by one party to require performance of any provision or to exercise any right, remedy or option available under this Agreement shall not affect that party's right to require performance or to exercise such right, remedy or option at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

If any part of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other part of this Agreement.

This Agreement may be modified or amended only by mutual agreement in writing. No course of dealing, usage of trade, waiver, or non-enforcement shall be construed to modify or otherwise alter the terms and conditions of this Agreement.

This Agreement, including the Proposal incorporated herein, represents the entire agreement of the parties and supersedes any prior discussions or understandings, whether written or oral, relating to the subject matter hereof and neither party makes any representations other than as expressly set forth in this Agreement. In the event of any conflict or inconsistency between these terms and conditions and those of the Proposal, these terms and conditions shall control.

This Agreement shall be construed in accordance with the laws and enforced within the jurisdiction of the State of Ohio, without regard to its conflicts of law principles.

Clauses 3, 4, 5, 6, 7 8, 9, 10 and 14 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the Parties.

APPANOOSE INDUSTRIAL CORPORATION

BATTELLE MEMORIAL INSTITUTE

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BATTELLE MEMORIAL INSTITUTE

Proposal/Agreement No. CMA001104

If this agreement is accepted, please complete the following information and return this with the agreement.

Billing Instructions

Invoice(s) should be sent to the attention of:

(Client's Representative)

(address, if different than the one to which the agreement was sent)

And be identified by:

(Client's reference number, purchase order other)

Indicate the number of copies of each invoice that should be sent: _____

Give the name, address and number of invoice copies to be sent to someone or somewhere other than the representative and address above:

Please also provide a name and telephone number of a representative in your Accounts Payable Department:

Name Phone Number