

**CAMANCHE CITY COUNCIL AGENDA**  
**6:00 P.M. – CAMANCHE CITY HALL 818-7<sup>th</sup> Avenue**  
**TO ATTEND BY PHONE: 1-717-275-8940 ACCESS CODE: 289 8487**  
**ATTEND VIA INTERNET: <https://hello.freeconference.com/conf/call/2898487>**  
**(PLACE YOUR PHONE ON MUTE UNTIL PUBLIC COMMENTS)**  
**MAY 2, 2023**

**Roll Call**

**Moment of Silent Prayer**

**Pledge of Allegiance**

**Approval of Agenda**

**Public Comments on Agenda Topics-State Your Name and Address (3 Minute Limit)**

**Consent Agenda:**

- 1) Approve Minutes from Council meeting held on April 18, 2023
- 2) Approve bills and claims as submitted
- 3) Receive, accept and place on file draft minutes from the Park and Recreation Commission meetings on April 10, 2023 and April 24, 2023
- 4) Accept resignation from Gary Haines, Library Board
- 5) Approve Estimate from River City Property Services, LLC., for grading and paving for the new Anthony Park playground equipment \$5,100.00

**Unfinished Business:**

- 1) First Reading of An Ordinance Amendment to Chapter 6-13 Physical Environment – Flood Plain Management (Kida)
- 2) PFAS and Well 5 Update
- 3) ABM Presentation Q&A

**New Business:**

- 1) Resolution Establishing a Date and Time for a Public Hearing for the 2<sup>nd</sup> Amendment to the Fiscal Year 2023 Budget
- 2) Approve Design and Construction Agreement between Chevron Environmental Management Company on behalf of ACC Chemical Company and Getty Chemical Company and the City of Camanche (Kida)
- 3) Approve Waterline Connection Agreement between Chevron Environmental Management Company on behalf of ACC Chemical Company and Getty Chemical Company, the Landowners of 3614 9<sup>th</sup> Street, Camanche, Iowa, 3616 9<sup>th</sup> Street, Camanche Iowa and the City of Camanche (Kida)
- 4) Resolution Adjusting Ambulance Rates for the City of Camanche (Kida)
- 5) Easement Agreement for Storm Shelter at Cedar Heights (D. Schutte)

**Communication from City Attorney**  
**Communication from City Administrator**  
**Communication from Mayor**  
**Communication from City Council Members and Department Heads**

**Public Comments-State Your Name and Address (3 MINUTE LIMIT)**

**Council Members Requests for Placement of Matters on Future Agendas**

**Adjourn**

**Work Session – Property Maintenance Code / State Building Code (Current)**

**Board Vacancies – 1 Board of Adjustments**  
**1 Park and Recreation Commission**

City of Camanche  
April 18, 2023

The City Council of the City of Camanche, Iowa met in regular session April 18, 2023, at 6:00 p.m. at Camanche City Hall. Present on roll call: Mayor Pro Tem Paul Varner presiding, and Council members Bowman and Weller. Absent: Mayor Pruett and Council members Determann and Schnoor. Also present were City Attorneys Randy Current, John Frey and Braydon Roberts, City Administrator Andrew Kida and Department Heads Evans, Pewe, Schmitz, Schutte and Schneider.

A moment of silent prayer was observed. Mayor Pro Tem Varner led the Pledge of Allegiance.

Councilman Bowman asked to have New Business Items #2 and #3, Resolution to hire Police Officer and Oath of Office, placed at the beginning of the meeting. Moved by Councilman Bowman second by Councilman Varner, to approve the agenda, as amended. On roll call – all Ayes.

Moved by Councilman Bowman, second by Councilman Weller to Adopt a Resolution to Approve Hiring Police Officer 3<sup>rd</sup> Class for the Police Department of the City of Camanche, Iowa. On roll call – all Ayes.

Mayor Pro Tem Varner administered the Oath of Office for Officer 3<sup>rd</sup> Class Joe Tyson.

Visitor Joe Vens presented an overview of the City’s insurance policy and coverage to the Council. He explained that our premiums are up approximately 15% while other cities have seen premium increases from 15-40%. He said they looked at valuations this year to make sure limits are proper. Councilman Bowman asked about the Medical Expense Liability premium increase from \$5,000 to \$50,000; Vens said it was just a type-o. Bowman also noted the Linebacker current renewal is blank; Vens said there is no change. Vens also brought up Cyber Coverage. He recommends looking into enhanced coverage instead of what EMC offers. Councilmen Bowman and Varner think this is a good idea. Kida will check with the City’s IT provider to see what coverage is provided by their service. Chief Schmitz said the Police Department uses the County IT.

Mayor Pro Tem Varner called for public comments on Agenda topics. There were none.

Moved by Councilman Bowman, second by Councilman Varner to approve the Consent Agenda which covered the following: Approve minutes from the Council meeting held on April 4, 2023; approve Abstract No. 822 which includes the following:

AIR CONTROL INC	REPAIR LIBRARY FURNACE	135.00
ALEXIS FIRE EQUIP CO INC	REPAIR WATER SENSOR, SIREN	780.00
CLINTON HERALD	LEGAL PUBLICATIONS	926.67
CLINTON NATIONAL BANK	FED/FICA TAX WITHHOLDING	13,138.32
CL CO AREA SOLID WASTE	TIRES FROM DITCHES	107.25
COLLECTION SERVICES CTR	GARNISHMENT	162.00
CULLIGAN	WATER,DISP RENTAL-LIBRARY, C HALL	97.40
DEMCO INC	DIVIDERS,MAG TAPE,LABELS	94.99
MANATTS	2021-2022 STREET SWEEPING	9,500.00
THE OBSERVER	2 YEAR SUBSCRIPTION-LIBRARY	120.00
EASTERN IA LIGHT & POWER	SECURITY LIGHT-9TH ST,ANAMOSA	116.35
HARTZ LOCK COMPANY	REPAIR COMMUNITY CENTER S DOOR	262.50
HOME DEPOT CREDIT SERVICE	PFAS SUPPLIES,WATER,PWORKS SUPPL	258.21
HYVEE	OFC JOE TYSON ILEA MAY-AUG2023	2,361.52
INGRAM BOOK COMPANY	BOOKS/DVDS	834.48
J & C ENTERPRISES	MAR 2023 COLLECTION	95.68
LECTRONICS INC	RADIO MAINT-PD,FD;ALARM-LIB,CH	342.50
LIBRARY PETTY CASH	LIBRARY, I.L.L POSTAGE,SUPPLIES	185.48
TOM MCMANUS BACKHOE	WATER MAIN-6TH AV,8TH AV,ROSEHILL	16,392.30
MEDIACOM	INTERNET	88.88

MIDAMERICAN ENERGY CO	STREET LIGHTING	2,584.82
ACCESS SYSTEMS	COPIES-POLICE DEPARTMENT	102.51
MUNICIPAL FIRE & POLICE	MUNICIPAL PENSION	13,990.13
GREG NELSON	MAR 2023 AMBULANCE STIPEND	108.00
PANTHER UNIFORMS INC	FD UNIFORMS-BLOMME, BURMAHL	710.54
PRESTO-X-COMPANY	PEST CONTROL-LIBRARY	38.50
QUILL CORPORATION	PRINTER,INK,TAPE,USB HUB,BAGS	402.67
SHIVE-HATTERY ENGINEERS	ENG-3M PFAS	13,097.56
TEAM TWO INC	AMBULANCE BILLING MAR 2023	1,055.18
TREASURER STATE OF IOWA	MAR 2023 SALES, WATER EXCISE TAX	4,416.81
USA BLUEBOOK	HACH FOR WATER SAMPLES	297.75
HAWKINS INC	CHEMICALS-WATER DEPARTMENT	2,796.45
BRIAN WERNICK	MAR 2023 AMBULANCE STIPEND	72.00
1ST GATEWAY CREDIT UNION	UNION DUES DEDUCTIONS	255.00
JORDAN MOORE	MAR 2023 PAID ON CALL	100.00
PREMIER PARTS INC	VALVE DRAIN-#7 DUMP TRUCK	16.81
CENTURYLINK	TELEPHONE EXPENSE	166.75
MABAS DIV 30	2023 EQUIP COST FUND	200.00
ERIC DAU	MAR 2023 PAID ON CALL	300.00
UNIQUE MANAGEMENT SERV	COLLECTIONS-LIBRARY	11.65
PLATINUM SMART INC.	DATA BACKUPS-APR 2023	400.00
TROY ALDERMAN	REIMBURSE CLOTHING ALLOWANCE	35.98
KNOW BUDDY RESOURCES	BOOKS/DVDS	134.78
XEROX BUSINESS SERV LLC	FIRE DEPARTMENT COPIER EXPENSE	118.34
HSA ACCOUNTS	HSA- EMPLOYEES	1,470.00
PLATINUM INFORMATION SVC	IT SUPPORT,NETWORK MON,SPAMFLT	2,325.00
BRENT BRIGHTMAN	MAR 2023 AMBULANCE STIPEND	35.00
DANNY WELLER	MAR 2023 AMBULANCE STIPEND	72.00
AXON ENTERPRISE, INC.	PD ANNUAL LICENSE-SQUAD CARS	21,303.36
KIESLER POLICE SUPPLY	PD AMMUNITION	235.84
CORY SNODGRASS	MAR 2023 AMBULANCE STIPEND	24.00
CHRISTIAN MARSH	MAR 2023 PAID ON CALL	180.00
JESSIE BAUGHMAN	MAR 2023 AMBULANCE STIPEND	12.00
JENNIFER BIELEMA	MAR 2023 AMBULANCE STIPEND	132.00
JEFFREY HACKNEY	MAR 2023 AMBULANCE STIPEND	24.00
MICHELLE SOWLE	MAR 2023 AMBULANCE STIPEND	60.00
THOMAS FRANKLIN	MAR 2023 AMBULANCE STIPEND	132.00
JOHN LUND	MAR 2023 AMBULANCE STIPEND	5.00
MICHAEL BURMAHL	MAR 2023 AMBULANCE STIPEND	60.00
TONY BLOMME	MAR 2023 AMBULANCE STIPEND	192.00
PLATINUM LEASING SERVICES	MAY 2023 LEASE PAYMENT	853.00
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS,MONTHLY SVC FEE	646.16
ANDREW WEINGART	MILEAGE-PD TRAINING	327.96
ACCESS SYSTEMS LEASING	LIBRARY, CITY HALL COPIER LEASE	628.84
KYLE DEWITT	MAR 2023 AMBULANCE STIPEND	156.00
RILEY SOWLE	MAR 2023 PAID ON CALL	280.00
CINTAS	TOWELS,RUGS-PW,CH;UNIF-PEWE	63.88
ABSOLUTE SCIENCE	SUMMER READING PRG-BUBBLE SHOW	375.00
HAROLD TEAGARDEN	AMB STIPEND;REIMB SAFETY GLASSES	140.00
AIRGAS USA, LLC.	OXYGEN CYLINDERS	34.00
MORGAN BUTT	MAR 2023 AMBULANCE STIPEND	24.00
ANDREW DETERS	MAR 2023 AMBULANCE STIPEND	5.00
SHUTTLEWORTH & INGERSOLL	PFAS ENVIRONMENTAL MATTERS	567.00
SHAUNA TEGELER	REIMBURSE CLOTHING ALLOWANCE	37.74
SHALAYA AUSTIN	MAR 2023 AMBULANCE STIPEND	48.00
RIVERSTONE GROUP, INC	UPM COLD PATCH	375.20
SPRINGMEIER RADON	RADON MEASUREMENT RPT-LIBRARY	175.00
FRIENDS/GRIMES PUBLIC LIB	TIXKEEPER SOFTWARE/AUTHENTICAT	225.00
RADON SOLUTIONS	RADON MITIGATION-POLICE STATION	1,800.00
DEPOSIT REFUNDS	REFUND DATE 04/11/2023	297.68

PAYROLL CHECKS	PAYROLL CHECKS ON 04/14/2023	52,924.24
	CLAIMS TOTAL	173,657.66
	GENERAL FUND	101,703.01
	LIBRARY FUND	7,472.63
	PARKS FUND	1,098.73
	CEMETERY FUND	2,263.78
	ROAD USE FUND	15,250.32
	9TH STREET PROJECT FUND	5,610.16
	WATER UTILITY FUND	34,694.17
	SEWER UTILITY FUND	4,173.95
	LANDFILL/GARBAGE FUND	1,390.91

Accept City Clerk/Treasurer's Report for March 2023 which includes receipts: General \$232,042.20, Library \$16,031.58, Parks \$7,697.67, Cemetery \$4,416.67, Road Use \$30,317.26, Employee Benefit \$12,026.44, Police & Fire Pension \$23,345.45, Edens TIF \$9,411.73, Cross TIF \$1,988.09, Low/Moderate Housing-Edens \$6,122.77, Low/Moderate Housing-Cross \$1,218.50 Debt Service \$48,209.96, 9<sup>th</sup> Av Fund \$11,043.31, Water Utility Fund \$50,432.24, Sewer Utility \$86,798.64, Landfill/ Garbage \$49,088.63; Approve renewal of Class B Retail Alcohol License as submitted by Camanche Marina, Inc. effective 04/21/23; Receive, accept and place on file corrected minutes from the Clinton County/Gateway Genealogical Society Meeting on March 4, 2023; Receive, accept and place on file draft minutes from the Clinton County/Gateway Genealogical Society Meeting on April 1, 2023; Receive, accept and place on file draft minutes from the Camanche Historical Society meeting on April 10, 2023; Approve payment of Tom McManus Backhoe & Truck Service, inc. invoice 8419 for 8<sup>th</sup> Avenue water main repair concrete street patch \$6,959.68; Approve payment of Tom McManus Backhoe & Truck Service, Inc. invoice 8420 for 6<sup>th</sup> Avenue water main repair concrete patch \$7,808.62; Approve payment of Tom McManus Backhoe & Truck Service, Inc. invoice 8421 for Rosehill Avenue water main repair concrete street patch \$1,224.00; Approve proposal for Camanche Train Depot Museum work to Edens Construction for up to \$36,600.00. On roll call – all Ayes.

Dan Lawlor and Nitesh with ABM presented their Preliminary Needs Assessment Review after visiting the city facilities and collecting data from City Staff. Their report is available on the City website in the Public Packet for the 04-18-23 meeting.

Public Works Director Pewe gave an update on PFAS and Well #5. He said the generator is running 12 hours per day. We are having a minor sulfur odor issue in a few areas. Chlorine is being slowly adjusted to solve this issue.

Under New Business, City Administrator Kida asked to table Item #1, First Reading of An Ordinance Amendment to Chapter 6-13 Physical Environment – Flood Plain Management.

Two bids were received for the sale of the used Fire Department Ladder truck: \$3,000 Justin Morris, and \$4,560 Chris Lazen. Kida said it is up to Council whether to accept the highest bid or reject both bids. Councilman Varner asked for Chief Schutte's thoughts. Chief Schutte said the bids were less than what he expected. If these bids are rejected, there are a couple of options. Further discussion ensued.

Moved by Councilman Weller, second by Councilman Bowman to reject the two bids received. On roll call – all Ayes.

Chief Schutte presented the Camanche Fire Department March 2023 Report and Chief Schmitz presented the Camanche Police Department March 2023 Report.

Kida informed Council that Milestones eliminated the senior meal site due to lack of participation. Individuals can still sign up for home delivery. He said there was a 28E meeting with the City of Clinton yesterday, an annual meeting regarding the sanitary sewer. Our flow rates have increased from 5% to 5.2% and we may now be talking about our funding situation. He also said we are staffed, ready and planned out for the flood, with a crest of 22' expected early next week. Pewe said his department is getting sand and has a pallet of sandbags. The setup will be the same as last year at the high school. He reported that he received a surprise phone call. The Public Works truck is on the lot but the specs are not what he expected so he will be doing more checking. Chief Schutte said the Ambulance Billing service we currently use

will be retiring so he will be getting bids from other services. He is also trying to find funding for a side-by-side or UTV for Public Safety.

Kida added that we would like to discourage the public from trying to access the flooded areas for everyone's safety. Please stay out of areas where there are road closed signs posted to allow our City and Public Safety personnel do their jobs.

Mayor Pro Tem Varner called for Public Comments. There were none.

Mayor Pro Tem Varner adjourned the meeting at 7:00 p.m.

Paul Varner  
Mayor Pro Tem

Toni Schneider  
City Clerk/Treasurer

CLAIMS REPORT

VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
1ST GATEWAY CREDIT UNION	UNION DUES DEDUCTIONS	240.00	89651	4/28/2023
AFLAC	AFLAC - PRETAX DEDUCTIONS	500.40	10319314	4/28/2023
ALLIANT ENERGY	GAS SERVICE	1,795.44	89643	4/25/2023
AMAZON CAPITAL SERVICES INC.	BOOKS/DVDS	2,521.75	89631	4/20/2023
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUMS	1,528.97	89653	4/28/2023
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUMS	21,139.75	89655	4/28/2023
BWC EXCAVATING	VACUUM/WASH 9TH ST LIFT STATION	2,502.00	89657	5/2/2023
CAHOY PUMP SERVICE, INC.	RETEST SAMPLES W/GENERATOR RENTAL	2,450.00	89658	5/2/2023
CAMANCHE VOL FIRE DEPT	MONTHLY MAINTENANCE, SUPPLIES	519.98	89659	5/2/2023
CASEY'S BUSINESS MASTERCARD	198.49G PD; 10.07G SEWER JET; 118.97G FD; 57.19G AMB; 14.3G BLD INSP	1,366.06	10319336	4/19/2023
CENTER POINT INC.	LARGE PRINT BOOKS	457.93	89660	5/2/2023
CENTURYLINK	TELEPHONE EXPENSE	960.24	89632	4/20/2023
CENTURYLINK	TELEPHONE EXPENSE	114.59	89661	5/2/2023
CINTAS	TOWELS,RUGS-PW,CH;UNIF-PEWE	75.00	89662	5/2/2023
CLINTON ACE HARDWARE	EXTENSION CORD-WELL #5	173.59	89663	5/2/2023
CLINTON NATIONAL BANK	ADD TO PERPETUAL CARE CD	2,100.00	89644	4/25/2023
CLINTON NATIONAL BANK	ADD TO WATER METER CD 30400394	16,283.58	89645	4/25/2023
CLINTON NATIONAL BANK	P & Z LETTER POSTAGE	13.20	89646	4/25/2023
CLINTON NATIONAL BANK	FED/FICA TAX WITHHOLDING	11,953.38	10319309	4/28/2023
CLINTON NATIONAL BANK	FED/FICA TAX WITHHOLDING	242.69	10319334	4/29/2023
COLLECTION SERVICES CTR	GARNISHMENT	162.00	10319310	4/28/2023
CONTINUOUS TOUCH, LLC	SIP TRUNKING	149.01	89664	5/2/2023
CORDOVA FIRE PROTECTION DIST	PURCHASE LADDER TRUCK	38,000.00	89633	4/20/2023
DEMCO INC	LIB-FRAMES,SIGNS,LABELS	371.14	89665	5/2/2023
EASTERN IOWA TIRE INC	BUSHINGS,TIRE ROTATION-AMBULAN	753.69	89666	5/2/2023
EMER MEDICAL PRODUCTS INC	AMBULANCE SUPPLIES	540.53	89667	5/2/2023
FIRE SERVICE TRAINING BUREAU	FD TRAINING-JAHNS,VANZUIDEN	265.00	89634	4/20/2023
FREY, HAUFE & CURRENT PLC	LEGAL SERVICES-MARCH 2023	2,842.15	89635	4/20/2023
GATEWAY UNITED WAY	UNITED WAY DEDUCTIONS	48.00	89647	4/28/2023
IOWA GEMT PAYMENT PROGRAM	STATE SHARE GEMT-APR,MAY 2023	3,208.80	10319308	4/24/2023
HAWKINS, INC	55 GAL AZONE-WATER DEPARTMENT	205.60	89668	5/2/2023
HSA ACCOUNTS	HSA- EMPLOYEES	1,770.00	10319315	4/28/2023
IA DEPT OF PUBLIC SAFETY	ONLINE WARRANTS JAN-MAR 2023	300.00	89669	5/2/2023
IMFOA	11802 SCHNEIDER MEMBERSHIP	50.00	89670	5/2/2023
INGRAM BOOK GROUP INC	BOOKS/DVDS	616.19	89671	5/2/2023
IOWA ONE CALL	74 ONE CALL LOCATES	66.60	89672	5/2/2023
IPERS	IPERS	9,528.88	10319311	4/28/2023
KELLI ELLIOTT	REIMBURSE PD POSTAGE-EVIDENCE	38.70	89673	5/2/2023
KWIK TRIP INC.	370.016G PW; 9.529G CEM; 24.042G FD 256.831G PD; 77.086G SNOW; 13.9G AMB	2,421.10	10319337	4/19/2023
LESLIE ELECTRIC SERVICES INC	WIRE GENERATOR-WELL #5 PUMP	484.31	89674	5/2/2023
PRINCIPAL LIFE INSURANCE CO.	LIFE INSURANCE PREMIUMS	246.18	89650	4/28/2023
PRINCIPAL LIFE INSURANCE CO.	LIFE INSURANCE PREMIUMS	1,051.58	89656	4/28/2023
MASTERCARD	FD,PD,KIDA TRAINING; BI DRONE	5,051.19	89642	4/24/2023

MEDICAL EQUIPMENT SERVICE	LIFELINE 5 YR BATTERY PACK-PD	189.75	89675	5/2/2023
MICHAEL YACKSHAW	REIMB BALANCE OF CLOTHING ALLOW	116.53	89676	5/2/2023
MICROMARKETING LLC	DVDS	166.44	89677	5/2/2023
MIDAMERICAN ENERGY CO	ELECTRIC SERVICE	3,405.99	89637	4/20/2023
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS	3,488.03	10319338	4/26/2023
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS	174.97	10319339	4/19/2023
MISSISSIPPI VALLEY PUMP	ANNUAL MAINTENANCE CONTRACT	800.00	89678	5/2/2023
MULGREW OIL & PROPANE CO.	DIESEL FUEL-WELL #5	3,146.44	89640	4/21/2023
MULGREW OIL & PROPANE CO.	FUEL TANK DELIVERY-WELL #5	500.00	89679	5/2/2023
MUNICIPAL FIRE & POLICE	MUNICIPAL PENSION	12,489.09	10319312	4/28/2023
MUNICIPAL FIRE & POLICE	MUNICIPAL PENSION	669.61	10319335	4/29/2023
NATHAN CAMPIE	REIMBURSE SAFETY GLASSES	100.00	89638	4/20/2023
O'REILLY AUTOMOTIVE STORES INC	FUEL PUMP-WELL #5 STAND-BY	62.99	89680	5/2/2023
PRESTO-X COMPANY	PEST CONTROL-COMMUNITY CENTER	204.34	89681	5/2/2023
QUILL CORPORATION	LIB-CANNON INK JET PRINTER	119.99	89682	5/2/2023
REPUBLIC SERVICES	APR 23 CITY, PW COLLECTION	29,900.20	89683	5/2/2023
RIVER CITY FENCING INC	FENCE REPAIRS-CHICAGO PARK	241.37	89684	5/2/2023
RK AUTOGRAPHICS INC.	LETTERING/GRAPHICS 2023 SQUAD	830.00	89685	5/2/2023
SHAUNA TEGELER	REIMBURSE CLOTHING ALLOWANCE	32.09	89641	4/21/2023
SPARKS SMALL ENGINE REPAIR	2-HP OIL-CEMETERY MOWERS	64.00	89686	5/2/2023
SPOT FREE PROPERTY MAINT	WASH INTERIOR/EXTERIOR WINDOWS	300.00	89687	5/2/2023
STANARD & ASSOCIATES INC	POST TESTING-CIVIL SERVICE	50.00	89688	5/2/2023
TREASURER STATE OF IOWA	STATE WITHHOLDING TAXES	4,953.30	10319313	4/28/2023
TRI-CITY ELECTRIC CO.	TELEPHONE SYS MAINT AGREEMENT	1,761.00	89689	5/2/2023
US CELLULAR	PD CELL PHONES,MOBILE 311 DATA	437.77	89639	4/20/2023
US CELLULAR	POLICE DEPARTMENT CELL PHONES	174.08	89690	5/2/2023
VOYA INSTITUTIONAL TRUST CO	457 PLAN DEDUCT	2,009.00	89649	4/28/2023
WINDSTREAM CORPORATION	PHONE/LONG DISTANCE	300.91	89691	5/2/2023
	PAYROLL PAID ON 4/28/23	48,499.62		
	PAYROLL PAID ON 4/29/23	1,533.72		
	***** REPORT TOTAL *****	251,830.43		



CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			CLINTON NATIONAL BANK073900441				
5834	4/28/2023	10600	CHRISTOPHER J TURNER	1297.78			
5835	4/28/2023	9500	HAROLD W TEAGARDEN	1177.29			
5836	4/28/2023	10400	GAYLON S PEWE	1987.05			
5837	4/28/2023	9800	BETSY S LEE	179.63			
5838	4/28/2023	9600	JEFFREY R ANNEAR	550.99			
5839	4/28/2023	3900	MICHAEL G YACKSHAW	150.00			
5840	4/28/2023	3900	MICHAEL G YACKSHAW	1590.03			
5841	4/28/2023	4000	DARYL W YODER	1621.04			
5842	4/28/2023	7700	NATHAN P CAMPIE	125.00			
5843	4/28/2023	7700	NATHAN P CAMPIE	1680.33			
5844	4/28/2023	1800	WILLIAM J LODGE	425.00			
5845	4/28/2023	1800	WILLIAM J LODGE	333.00			
5846	4/28/2023	1800	WILLIAM J LODGE	1255.16			
5847	4/28/2023	2800	RICHARD E SCHMITZ	1605.84			
5848	4/28/2023	2800	RICHARD E SCHMITZ	1000.00			
5849	4/28/2023	3200	KELLI J ELLIOTT	1654.46			
5850	4/28/2023	3200	KELLI J ELLIOTT	100.00			
5851	4/28/2023	3200	KELLI J ELLIOTT	119.98			
5852	4/28/2023	7600	JASON L PLOZEL	2090.39			
5853	4/28/2023	8600	CORY J SNODGRASS	1235.00			
5854	4/28/2023	8600	CORY J SNODGRASS	610.13			
5855	4/28/2023	8700	ANDREW M WEINGART	2009.78			
5856	4/28/2023	9700	BRITTNEY R PARKS	1887.54			
5857	4/28/2023	1900	JEFFREY D MOORE	2198.07			
5858	4/28/2023	3000	DAVID C SCHUTTE	2528.42			
5859	4/28/2023	3300	JAMES F SOWLE	400.00			
5860	4/28/2023	3300	JAMES F SOWLE	2203.33			
5861	4/28/2023	9100	MITCHELL L JAHNS	2057.67			
5862	4/28/2023	9200	JACOB M VANZUIDEN	1100.00			
5863	4/28/2023	9200	JACOB M VANZUIDEN	600.00			
5864	4/28/2023	9200	JACOB M VANZUIDEN	166.87			
5865	4/28/2023	700	ANNA L EVANS	1491.30			
5866	4/28/2023	5100	NANCY J MCDOUGALL	616.83			
5867	4/28/2023	8100	KERRI L KUDELKA	846.76			
5868	4/28/2023	10000	SHAINA J PAARMANN	513.85			
5869	4/28/2023	800	RUTH I EVANS	333.37			
5870	4/28/2023	9400	ROB J PUTMAN	902.60			
5871	4/28/2023	7000	ANDREW S KIDA	700.00			
5872	4/28/2023	7000	ANDREW S KIDA	2040.90			
5873	4/28/2023	7300	TONI L SCHNEIDER	50.00			
5874	4/28/2023	7300	TONI L SCHNEIDER	40.00			
5875	4/28/2023	7300	TONI L SCHNEIDER	175.00			
5876	4/28/2023	7300	TONI L SCHNEIDER	1312.48			
5877	4/28/2023	10700	SHAUNA E TEGELER	992.75			
5878	4/28/2023	5000	CHRISTY J SCHUTTE	40.00			
5879	4/28/2023	5000	CHRISTY J SCHUTTE	150.00			
5880	4/28/2023	5000	CHRISTY J SCHUTTE	940.03			
5881	4/28/2023	6600	TROY F ALDERMAN	1413.97			
			BANK TOTAL	48499.62			
			REPORT TOTAL	48499.62			

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			Clinton National Bank				
89654	4/29/2023	10800	JOE W TYSON	1533.72			
			BANK TOTAL	1533.72			
			REPORT TOTAL	1533.72			

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

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FUND	NAME	AMOUNT
001	GENERAL	151,379.82
002	LIBRARY	11,782.73
003	PARKS	2,230.40
004	CEMETERY	3,128.11
110	ROAD USE	6,622.50
117	POLICE & FIRE PENSION	50.00
167	P.C. & R. HOWSON TRUST	2,100.00
333	PFAS	630.99
600	WATER UTILITY FUND	33,657.59
610	SEWER UTILITY FUND	8,491.36
670	LANDFILL/CARBAGE	31,756.93
-----		
	TOTAL FUNDS	251,830.43

## Park and Rec Minutes

The meeting was called to order at 6 p.m. on 04/10/23.

Linda Putman, Tony Blomme, and Mike Burmahl and Casey Green were present. Marty Schnoor and Karlee Low were present also.

A motion was made to approve the March 13th minutes. 1<sup>st</sup> by Tony Blomme, 2<sup>nd</sup> Mike Burmahl. All in favor so motion carried.

A motion was made to approve the March Financial statements. 1<sup>st</sup> Linda Putman, 2<sup>nd</sup> Tony Blomme. All in favor so motion carried.

Karlee Low discussed about putting flowers in Central Park. Jean Morgan has approached both Park and Rec and Hometown Pride to purchase and place flowers in the park. Karlee asked Hometown Pride if flower boxes could be placed along the new digital sign. They would flank of the sign and use the same brick. Karlee also discussed about seeing a decorative fence along the side of Washington Blvd. She said Hometown Pride can fundraise to help with the cost of the fence from the money they make of the sign.

A motion was made to allow the flower boxes. 1<sup>st</sup> Linda Putman and 2<sup>nd</sup> Tony Blomme. All in favor so motion carried.

There was a discussion on grants. Special consideration grant requested \$500,000.00 was sent in and we are waiting to hear back and Casey believes Andrew was putting in for a Spring Grant for \$35,000.00 and we are still waiting to hear back for the DNR grant for 15,000.00.

Casey will ask to be on the agenda for council meeting to see about getting new basketball hoops at Central Park and about the grading at Anthony Park.

Anthony Park equipment was delivered and the company is thinking 3 to 4 weeks till it can be installed. Tony will call to get that set up. Mike will get a quote to level the ground and then the company can come in and set the equipment and put curbing around the equipment and then the rubber mulch.

Andrew Kida has asked about the Christmas banners. Casey has asked hometown Pride to take them over since the put up the Hometown hero banners. It was discussed and needs to be on the next agenda to vote.

Meeting Adjourned 6:40 p.m.

Respectfully submitted,

Linda Putman

## Park and Rec Minutes

The meeting was called to order at 6 p.m. on 04/24/23.

Linda Putman, Tony Blomme, and Mike Burmahl and Casey Green were present.

A motion was made to approve the April 10th minutes. 1<sup>st</sup> by Tony Blomme, 2<sup>nd</sup> Mike Burmahl. All in favor so motion carried.

There was discussion on the fencing at Peck Park. Public works is sending Casey quotes from River City Fencing to do the whole perimeter on 9<sup>th</sup> Ave and Dunbur St. 760 feet of 4-foot-high fence was quoted around \$12,000. Casey stated some of the posts are salvageable so he is hoping to get better quotes. Mike will see if he can get a quote from another company. This would be a project for the next budget term.

CCDA Grant- The executive committee asked Andrew Kida to attend and give a presentation May 17<sup>th</sup> at 7:30 @ the Wild Rose Casino on the Splash pad/ Platt Park project.

There was a discussion on future projects. We have 2 quotes for the work at Anthony Park to get the ground ready for the new playground equipment. River City Property Services quote was lower than Tom McManus Backhoe. Mike is employed by River City, so he did not vote on who would complete the work. A motion was made to go with River City Property Services. 1<sup>st</sup> Linda Putman and 2<sup>nd</sup> Tony Blomme. All in so motion carried.

Casey will ask Andrew Kida to put us on the agenda for their next meeting, so we can get the work done at Anthony Park and also to ask about the basketball hoops at Central Park.

There was a discussion on the girls' softball fields. The committee will look and see if the dugouts need painted and if so, Casey will follow through getting paint and see if the youth group at church would help.

Meeting Adjourned 6:30 p.m.

Respectfully submitted,

Linda Putman

# ESTIMATE



River City Property Services LLC. contactus@rivercityps.com  
1936 9th Avenue (563) 241-8249  
Camanche, IA 52730 https://rivercityps.com/

## City Of Camanche

### Bill to

City Of Camanche  
City Of Camanche

### Estimate details

Estimate no.: 1109  
Estimate date: 04/24/2023

Product or service		Amount
1. <b>Curb &amp; Gutter PCC</b>	140 units × \$8.00	\$1,120.00
2. <b>Grade Lay-out</b>		\$3,100.00
3. <b>Labor</b>	16 hrs × \$55.00	\$880.00
	<b>Total</b>	<b>\$5,100.00</b>

### Note to customer

Anthony Park Estimate. Thank you for your business.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 6-13-2, 6-13-3, 6-13-4 AND 6-13-8 PHYSICAL ENVIRONMENT:  
FLOOD PLAIN MANAGEMENT**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAMANCHE, IOWA:**

**Section 1. Purpose.** The purpose of this ordinance is to amend the current City of Camanche flood plain ordinance to reflect necessary changes as directed by FEMA and the Iowa Department of Natural Resources.

**Section 2. Facts Found.** The City Council hereby makes the following findings of fact:

- 1) The City of Camanche, Iowa currently has a Flood Plain Management ordinance
- 2) Iowa DNR and FEMA have made changes to the guidelines and requirements for ordinances in order for residents within the floodplain areas of the City to purchase flood insurance
- 3) The City of Camanche, Iowa deems the changes to be necessary
- 4) A full copy of the ordinance with changes highlighted shall be available for inspection at the Camanche City Hall and on the City of Camanche website at [www.camancheia.org/document-center/ordinances-and-code](http://www.camancheia.org/document-center/ordinances-and-code)

**Section 3. Amendment.** The Camanche, Iowa, Code of Ordinances is hereby amended in summary as follows:

Amend 6-13-2 (1) by deleting it in its entirety and replace with the following language in lieu thereof:

**1. Lands to Which Ordinance Apply**

The provisions of this Ordinance shall apply to all lands and development which have significant flood hazards. The Flood Insurance Rate Map (FIRM) for Clinton County and Incorporated Areas, City of Camanche, Panels 19045C0484F, dated July 19, 2023, Panels 19045CO483E, 0487E, 0489E, 0491E, 0492E, 0493E, 0494E, 0513E, dated July 22, 2020 and Panel 19045CO0511E, date November 4, 2016 which were prepared as part of the Clinton County Flood Insurance Study, shall be used to identify such flood hazard areas and all areas shown thereon to be within the boundaries of the base flood shall be considered as having significant flood hazards. The Flood Insurance Study for the County of Clinton is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.

Amend 6-13-3 (1) by deleting it in its entirety and replace with the following language in lieu thereof:

1. All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Where base flood elevations have not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. The applicant will be responsible for

providing the Department of Natural Resources with sufficient technical information to make such determination.

Amend 6-13-3 (1) (a) (1) by deleting it in its entirety and replace with the following language in lieu thereof:

1. Be designed and adequately anchored to prevent flotation, collapse or lateral movement.

Amend 6-13-3 (1) (d) (3) by deleting it in its entirety and replace with the following language in lieu thereof:

3. New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case on non-residential structures, optionally flood-proofed to) a minimum of one (1) foot above the base flood elevation.

Amend 6-13-3-(1) (d) by incorporating the following provision

4. New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally flood-proofed to) a minimum of one (1) foot above the base flood elevation or designed to be watertight and withstand inundation to such a level.

Amend 6-13-3 (1) (l) (1) by deleting it in its entirety and replace with the following language in lieu thereof:

1. Recreational vehicles are exempt from the requirements of 6-13-1 (1) (E) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied:

Amend 6-13-3 (1) (l) (2) by deleting it in its entirety and replace with the following in lieu thereof:

2. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of 6-13-1 (1) (E) of this Ordinance regarding anchoring and elevation of factory-built homes.

Amend the first sentence of 6-13-3 (2) by deleting it in its entirety and replace with the following in lieu thereof:

In addition to the General Floodplain Standards, **development** within the floodway must meet the following applicable standards.

Amend the first sentence of 6-13-3 (2) (a) by deleting it in its entirety and replace with the following in lieu thereof:



- a. No development shall be permitted in the floodway that would result in any increase in the **base flood elevation**. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

Amend 6-13-3 (2) (d) by deleting it in its entirety and replace with the following in lieu thereof:

- d. Structures, buildings, **recreational vehicles**, and sanitary and utility systems, if permitted, shall meet the applicable General Floodplain standards and shall be constructed or aligned to present the minimum possible resistance to flood flows.

Amend 6-13-3 (2) (e) by deleting it in its entirety and replace with the following in lieu thereof:

- e. **Structures**, if permitted, shall have a low flood damage potential and shall not be for human habitation.

Amend 6-13-4 (1) (b) by incorporating the following provisions:

8. Notify the Federal Insurance Administrator of any annexations or modifications to the community's boundaries.
9. Review subdivision proposals to ensure such proposals are consistent with the purpose of this ordinance and advise the public of potential conflict.

Amend 6-13-4 (2) (a) by deleting it in its entirety and replace with the following in lieu thereof:

- a. Permit Required - A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, **storage of materials and equipment**, excavation or drilling operations), including the placement of factory-built homes.

Amend 601304 (2) (b) by incorporating the following provision:

8. Location and dimensions of all structures and additions

6-13-8 by deleting item 18 in its entirety and replacing it with the following in lieu thereof:

18. ENCLOSED AREA BELOW LOWEST FLOOR - The floor of the lowest enclosed area in a building when all the following criteria are met:
  - A. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of **6-13-3 (1) (d) (1)** of this Ordinance, and
  - B. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
  - C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
  - D. The enclosed area is not a "basement" as defined in this section.

Amend 6-13-8 by revising the following term:

8. Factory-Built Home Park **or Subdivision** - A parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

Amend 6-13-8 (10) Definitions by deleting the following term:

10. Flood Elevation

Amend 6-13-8 by deleting the following term:

8. Flood Elevation

Amend 6-13-8 by renumbering Definitions to accommodate alphabetical assembling of said Definitions.

**Section 4. Repealer.** All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

**Section 5. Severability Clause.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole, or any section, provision, or part thereof not adjudicated invalid or unconstitutional.

**Section 6. When Effective.** This ordinance shall be in full force and effect from and after its final approval, passage, and publication as provided by law.

Passed by the Camanche City Council this 16<sup>th</sup> day of May, 2023 and approved this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Austin Pruett, Mayor

\_\_\_\_\_  
Attest: Toni L. Schneider, City Clerk

**Certification of Posting**

I, Toni L. Schneider, City Clerk do hereby certify that a copy of this ordinance was posted at Clinton National Bank, Camanche City Hall, and the Camanche Public Library on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, as required by law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Toni L. Schneider, City Clerk

## Camanche Floodplain Ordinance Amendments

Amend 6-13-2 (1) by deleting it in its entirety and replace with the following in lieu thereof:

1. Lands to Which Ordinance Apply

The provisions of this Ordinance shall apply to all lands and development which have significant flood hazards. The Flood Insurance Rate Map (FIRM) for Clinton County and Incorporated Areas, City of Camanche, Panels 19045CO484F, dated July 19, 2023, Panels 19045CO483E, 0487E, 0489E, 0491E, 0492E, 0493E, 0494E, 0513E, dated July 22, 2020 and Panel 19045CO0511E, date November 4, 2016 which were prepared as part of the Clinton County Flood Insurance Study, shall be used to identify such flood hazard areas and all areas shown thereon to be within the boundaries of the base flood shall be considered as having significant flood hazards. The Flood Insurance Study for the County of Clinton is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.

Amend 6-13-3 (1) (first subparagraph) by deleting it in its entirety and replace with the following in lieu thereof:

All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Where base flood elevations have not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

Amend 6-13-3 (1) (a) (1) by deleting it in its entirety and replace with the following in lieu thereof:

- d. Be designed and adequately anchored to prevent flotation, collapse or lateral movement.

Amend 6-13-3 (1) (d) (3) by deleting it in its entirety and replace with the following in lieu thereof:

- 3) New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case on non-residential structures, optionally floodproofed to) a minimum of one (1) foot above the base flood elevation.

Amend 6-13-3 (1) (d) by incorporating the following provision:

- 4) New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-

residential structures, optionally floodproofed to) a minimum of one (1) foot above the base flood elevation or designed to be watertight and withstand inundation to such a level.

Amend the first sentence of 6-13-3 (1) (I) (1) by deleting it in its entirety and replace with the following in lieu thereof:

1. Recreational vehicles are exempt from the requirements of 6-13-1 (1) (E) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied:

Amend the first sentence of 6-13-3 (1) (I) (2) by deleting it in its entirety and replace with the following in lieu thereof:

2. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of 6-13-1 (1) (E) of this Ordinance regarding anchoring and elevation of factory-built homes.

Amend the first sentence of 6-13-3 (2) by deleting it in its entirety and replace with the following in lieu thereof:

In addition to the General Floodplain Standards, **development** within the floodway must meet the following applicable standards.

Amend the first sentence of 6-13-3 (2) (a) by deleting it in its entirety and replace with the following in lieu thereof:

- a. No development shall be permitted in the floodway that would result in any increase in the **base flood elevation**. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

Amend 6-13-3 (2) (d) by deleting it in its entirety and replace with the following in lieu thereof:

- d. Structures, buildings, **recreational vehicles**, and sanitary and utility systems, if permitted, shall meet the applicable General Floodplain standards and shall be constructed or aligned to present the minimum possible resistance to flood flows.

Amend 6-13-3 (2) (e) by deleting it in its entirety and replace with the following in lieu thereof:

- e. **Structures**, if permitted, shall have a low flood damage potential and shall not be for human habitation.

Amend 6-13-4 (1) (b) by incorporating the following provisions:

9. Notify the Federal Insurance Administrator of any annexations or modifications to the community's boundaries.
10. Review subdivision proposals to ensure such proposals are consistent with the purpose of this ordinance and advise the of potential conflict.

Amend 6-13-4 (2) (a) by deleting it in its entirety and replace with the following in lieu thereof:

- a. Permit Required - A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, **storage of materials and equipment**, excavation or drilling operations), including the placement of factory-built homes.

Amend 6-13-4 (2) (b) by incorporating the following provision:

8. Location and dimensions of all structures and additions

Amend 6-13-8 *Definitions* by incorporating the following definition:

ENCLOSED AREA BELOW LOWEST FLOOR - The floor of the lowest enclosed area in a building when all the following criteria are met:

- A. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of 6-13-3 (1) (d) (1) of this Ordinance, and
- B. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
- C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
- D. The enclosed area is not a “basement” as defined in this section.

Amend 6-13-8 *Definitions* by revising the following term:

Factory-built Home Park or Subdivision

Amend 6-13-8 *Definitions* by deleting the following term:

Flood Elevation

Amend 6-13-8 by deleting the flowing term and replace with the following in lieu thereof:

LOWEST FLOOR - The floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.

**Resolution \_\_\_\_\_**

**A Resolution Setting the Time and Place for a Public Hearing on a Proposal to Amend the FYE 2023 Budget for the City of Camanche**

**Whereas**, Iowa law requires cities to file a budget with the State establishing the amounts of money that may be spent within certain program areas, and

**Whereas**, it may be necessary to amend the filed budget to increase the amount of money authorized to be spent in certain program areas, and

**Whereas**, to amend the budget, the City must publish notice and hold a public hearing in accordance with the provisions of Iowa law, and

**Whereas**, the City of Camanche proposes to amend the fiscal year ending 2023 annual budget

**Now Therefore Be It Resolved** that a public hearing on the proposal to amend the FYE 2023 budget is hereby set for May 16, 2023 at 6:00 PM at Camanche City Hall 818 7<sup>th</sup> Avenue or via Electronic Meeting.

**To Attend Via Phone: 1-717-275-8940 Access Code 289 8487**

**To Attend Via Internet: <https://hello.freeconference.com/conf/call/2898487>**

**(Place your phone on mute until public comments)**

**Be It Further Resolved** that the City Clerk is hereby directed to publish notice of the public hearing as required by Iowa law.

Adopted by the Camanche City Council this 2nd day of May 2023.

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Austin Pruett, Mayor

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Attest: Toni L. Schneider, City Clerk

## Waterline Connection Agreement

This Waterline Connection Agreement (this “Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2023, by and among Chevron Environmental Management Company, a California corporation (“Chevron”), for itself and as Attorney-in-Fact for ACC Chemical Company (“ACC”), a Delaware corporation, and Getty Chemical Company (“GCC”), a Delaware corporation; Citigroup Inc., a Delaware corporation (“Citigroup”); the City of Camanche, Iowa (the “City”); and the undersigned landowner or landowners of 3614 9th Street, Camanche, Iowa 52730, and 3616 9th Street, Camanche, Iowa 52730 (collectively, and jointly and severally in the case of multiple persons, the “Owner”). Chevron, ACC, GCC and Citigroup are referred to herein collectively as the “Companies.”

### Recitals

The City owns and operates a potable water system which includes several wells, a water tower and a distribution system to serve its population. The portion of the City located west of U.S. Highway 67 (the “Western Area”) contains several homes, which still obtain potable water through individual private wells.

In 2010, the City completed construction of new water storage towers and water lines (the “New Lines”) to serve the Western Area (the “Project”), and the Companies funded the Project. To date, the City has operated and maintained the water system. Owner will become a City water system customer. The Owner owns real property located in or adjacent to the Western Area (the “Property”). As part of the Project, the City will construct a water service line from the New Lines to a designated point of connection on the Property to supply potable water in place of the Owner’s current private potable water supply well or wells.

The City will connect the Property to the New Lines if the Owner agrees to allow abandonment of the Owner’s water supply well or wells existing on the day this Agreement is signed by the Parties (the “Existing Wells”), causing the Existing Wells to be formally abandoned, capped, and taken out of service pursuant to all applicable federal and state regulations (collectively, the “Abandonment Regulations”), and agrees not to construct any additional water supply wells or to reuse the Existing Wells at any time in the future. The Owner desires to be served by the New Lines, and the City is willing to connect the Property with the New Lines by means of a new service line and appurtenances, on the terms set forth in this Agreement. In exchange for the Owner’s and the City’s willingness to enter into this Agreement, the Companies are willing to pay the Owner the sum of Ten Thousand Dollars (\$10,000.00) for each residential structure on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Water Supply.** As part of the Project, the City will provide a service line to connect each residence on the Property that is presently supplied water by the Existing Wells to the New Lines. The point of connection of the new service line to each residence will be made where the discharge piping from the Existing Wells reaches the residence. Construction details for the service

line(s) such as diameter, material, flow metering, pressure reducing valves, and other appurtenances will be determined by City's engineering consultant. Once the service line connection is complete, the City will supply water to the Owner on the same basis and at the standard rates for users of the City's water system. After the service line is placed into service, Owner will be responsible for maintaining the service line and appurtenances located on Owner's Property.

2. **Well Abandonment.** Upon City's connection of the Property to the New Lines, Owner shall allow the Companies to abandon, cap, and permanently take the Existing Wells out of service in accordance with the Abandonment Regulations.

3. **Cash Payment.** Within sixty days following the connection of the Property to the New Lines, the Companies shall pay to the Owner the sum of Twenty Thousand Dollars (\$20,000.00).

4. **Continued Non-Use.** From and after the date the Property is connected to the New Lines, the Owner hereby covenants and agrees that the Owner (1) shall cease all use of the Existing Wells and (2) shall at no time in the future construct, or permit any other person to construct, another water supply well on the Property.

5. **Access.** Owner shall grant access to the City to install and test the service line connection(s) and appurtenances. Owner shall also grant access to the Companies to abandon the Existing Wells.

6. **Representations and Warranties.** The City and the Companies hereby represent and warrant that each of them has full power and authority to execute, deliver and perform its obligations pursuant to this Agreement and that all action necessary for authorization, execution, delivery and performance by such party has been duly taken. The Owner hereby represents and warrants that the Owner, and each individual comprising the Owner, has full power and authority to execute, deliver, and perform the Owner's obligations pursuant to this Agreement and that all action necessary for authorization, execution, delivery and performance by such party has been duly taken. The Owner further represents and warrants that, if any person comprising the Owner is married, such person's spouse is also executing this Agreement as an Owner.

**7.1 Releases.** Owner hereby releases and agrees to hold harmless the Companies from any and all claims, suits, damages, losses, judgments, and costs, past, present, or future, arising from or in connection with any of the following:

(a) diminution in the value of the Property or loss of enjoyment of the use of the Property arising out of or related to the abandonment of the Existing Wells and Owner's covenants and agreements in this Agreement;

(b) the connection of the Property to the New Lines; or

(c) the City's provision of water service, Owner's use thereof, or any interruption of, or problems with, Owner's water service.

**7.2 1 Owner hereby releases and agrees to hold harmless the City from any and all claims,**



suits, damages, losses, judgments, and costs, past, present, or future, arising from or in connection with:

(a) diminution in the value of the Property or loss of enjoyment of the use of the Property arising out of or related to the abandonment of the Existing Wells and Owner's covenants and agreements in this Agreement

(b) abandoning, capping and taking the existing wells out of service

(c) discussions and communications with companies' agents or representatives concerning this agreement.

**8. Notice.** Any delivery, notice, approval, request or consent required by or to be given pursuant to this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand or overnight delivery service, and addressed as follows:

To the City:

Andrew Kida  
City Administrator  
P.O. Box 77  
Camanche, IA 52730-0077

With a copy to:

A. John Frey, Jr., Esq.  
Frey, Haufe & Current, P.L.C.  
408 South Second Street  
Clinton, IA 52732

To the Companies:

Nick Longo  
Chevron Environmental Management  
Company  
1500 Louisiana  
Houston, TX 77002

With a copy to Legal Representative:

Jessica Merrigan, Esq.  
Spencer Fane LLP  
1000 Walnut Street, Suite 1400  
Kansas City, MO 64106

John Preston Turner, Esq.  
Citigroup Inc.  
1000 North West Street, 5<sup>th</sup> Floor  
Wilmington, DE 19801

And copies to Consultant Representatives:

C. David Umezaki, P.E.  
EKI Environment & Water, Inc.  
2001 Junipero Serra Boulevard, Suite 300  
Daly City, California 94014

and

Michael J Alowitz, P.E.  
GHD  
11228 Aurora Avenue  
Des Moines, IA 50322-7905

To the Owner:

To the persons and at the addresses  
stated in the signature block(s), below.

Each party may specify that notice be addressed to any other person or address by giving to  
the other party ten (10) days prior written notice thereof.

**9. Assignment, Successors, and No Third Party Rights.** No party to this Agreement  
may assign its rights or obligations under this Agreement, except with the prior written  
approval of the other parties. Subject to the preceding sentence, this Agreement will apply to,  
be binding in all respects upon, and inure to the benefit of the successors and permitted assigns  
of the parties. Nothing expressed or referred to in this Agreement will be construed to give any  
person other than the parties

to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

**10. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and revokes, supersedes and replaces any prior agreement, arrangement or expression of intent or understanding, oral or written, with respect to the subject matter hereof. This Agreement may not be amended except by a written instrument executed by all parties.

**11. Severability.** In the event that any provision or part of any provision of this Agreement is held to be invalid or unenforceable in any respect, this Agreement shall continue in effect and such provision or part of a provision shall be excised from this Agreement.

**12. Waiver.** The failure or delay of any party to require performance by the other party of any provision of this Agreement shall not affect the rights of such party to require performance.

**13. Governing Law.** This Agreement will be governed by the laws of the State of Iowa without regard to conflicts of laws principles.

**14. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

(The remainder of this page has been left blank intentionally.)

**In witness whereof**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CHEVRON ENVIRONMENTAL  
MANAGEMENT COMPANY,  
for itself and as Attorney-in-Fact for  
ACC CHEMICAL COMPANY, a Delaware  
corporation and GETTY CHEMICAL  
COMPANY, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITIGROUP INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF CAMANCHE, IOWA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor/Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Address:

3614 9<sup>th</sup> Street  
\_\_\_\_\_  
Camanche, Iowa 52730  
\_\_\_\_\_

3614 9<sup>th</sup> Street  
\_\_\_\_\_  
Camanche, Iowa 52730  
\_\_\_\_\_

OWNER

Signed: \_\_\_\_\_  
Printed: Lewis L. Todtz  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Printed: Julie C. Todtz  
\_\_\_\_\_



**RESOLUTION \_\_\_\_\_**

**A RESOLUTION ADJUSTING AMBULANCE SERVICE FEES FOR THE CITY OF CAMANCHE**

**Whereas**, it may be necessary and prudent, from time to time, to adjust the fees charged for ambulance service in the City of Camanche, and

**Whereas**, Chapter 3-5-14 of the Camanche Code of Ordinances was amended on July 2, 2019 and provides that the fees for ambulance services shall be established by resolution of the City Council, and

**Whereas**, at this time, the City Council feels that it is the best interests of the City of Camanche to adjust the fees charged for ambulance service

**Now Therefore Be It Resolved** that the fees charged for ambulance service provided by the City of Camanche on or after June 1, 2023, are hereby established as follows:

- 1) Basic Life Support – Non Emergency Service = \$400
- 2) Basic Life Support – Emergency Service = \$620
- 3) Advanced Life Support – Non-Emergency Service = \$550
- 4) Advanced Life Support – Level 1 Emergency Service = \$735
- 5) Advanced Life Support – Level 2 Emergency Service = \$1,065
- 6) Advanced Life Support – Non-Transport = \$200
- 7) Charge per Load Mile = \$13

Adopted by the Camanche City Council this 2<sup>nd</sup> Day of May, 2023.

\_\_\_\_\_  
Attest: Toni L. Schneider, City Clerk

\_\_\_\_\_  
Austin Pruett, Mayor

## EASEMENT AGREEMENT

NOW, on this \_\_ day of \_\_\_\_\_, 2023, Cedar Heights, Inc., an Iowa corporation (“Grantor”), in consideration of one dollar (\$1.00) and other valuable consideration, does hereby grant, bargain and convey unto the City of Camanche, Iowa, an Iowa municipal corporation (“Grantee”), an easement, including the right of ingress and egress, over, through and across the real estate legally described in attached Exhibit “A” (Lot 28 of Parcel ID 1003680000) (hereinafter “Easement Area”) for the purpose as set forth herein.

This Easement shall be subject to the following terms and conditions:

1. Grantee shall, at its sole expense, erect, construct, maintain, repair and replace four (4) storm shelter structures on said Lot 28.
2. Grantee shall be solely responsible for maintenance and repairs of said storm shelter structures and any improvements in, on or over the Easement and Easement Area. Grantor shall be responsible for grounds maintenance of lot 28.
3. Grantee shall be solely responsible for payment of all costs associated with the costs of drafting, preparing, reviewing and recording this Easement, including any attorney fees incurred by Grantor in review or preparation of this Easement.
4. Grantee, its employees, and agents, and Grantor tenants, shall have the right of access, ingress and egress to the Easement Area and shall have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area herein described. This Easement shall not grant or confer any rights on the general public.
5. Grantee shall be responsible for any damage to Grantor’s property or that of third parties resulting from any exercise of the rights herein granted. Grantee shall promptly repair and restore, at its sole cost and expense to its original condition any of Grantor’s property that may be altered, damaged or destroyed in connection with Grantee’s exercise of the Easement or use of the Easement Area.
6. This grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee’s, its contractors’, agents’, officers’, employees’, invitees’, or licensees’ exercise of rights granted pursuant to this Easement or use of the Easement Area or of any improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, employees, invitees, or licensees, or to any property under the control or custody of Grantee. Grantee hereby

covenants and agrees to defend (with counsel reasonably approved by the Grantor) and indemnify Grantor, its officers, employees, agents, students, invitees and guests, and save them harmless from any and all claims, demands, liabilities, obligations, judgments, awards, fines, losses, damages, expenses, charges or costs of any kind or character whatsoever (including reasonable attorneys' and consultants' fees, expert fees and court costs) on account of, or arising directly or indirectly from or out of any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, its contractors, agents, officers, employees, invitees, or licensees, however occurring, other than, and except to the extent of, those caused solely by the willful or negligent acts or omissions of Grantor, its agents, invitees, or employees.

7. Grantor shall not be responsible for any taxes or assessments levied by any governmental agency related, in any manner, to the erection, construction or maintenance of Storm Shelters, or Grantee's use of this Easement.
8. This Easement, and the terms, conditions and provisions herein contained, shall continue and remain unless this Easement is terminated by either party by providing six (6) months advance written notice of intent to terminate to the other party. Termination of the agreement by this notice shall require all filings and fees for recording said changes be incurred by the terminating party.
9. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the above parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CEDAR HEIGHTS, INC.

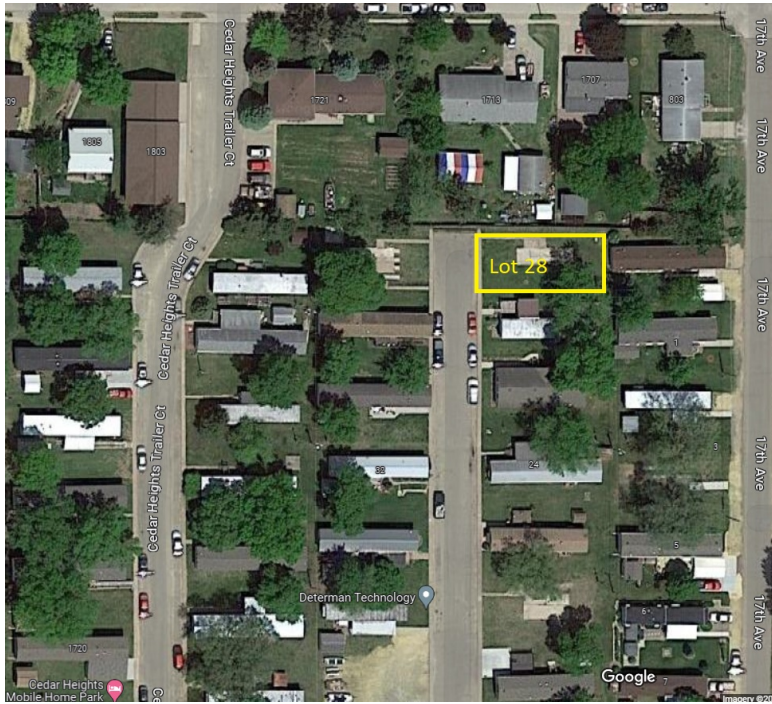
By: \_\_\_\_\_  
PRESIDENT

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC



EXHIBIT "A"



## BUILDING AND FIRE CODE REVIEW

The relevant portions of the Camanche Code regarding Building and Fire Codes appear to be as follows: 3-4-1, The Fire Code; 3-13-1, Property Maintenance; 6-2, Building Sanitary Sewers; 6-3, Building Water Supply Systems; 6-10, Electrical Code; 6-11, Building Code and 6-12, Dangerous Buildings.

In Chapter 3-4-2 of the Camanche Fire Code the City adopts the State Fire Code. Most of the specific provisions of the State Fire Code are set forth in the 661-200 provisions of the Iowa Administrative Code.

At 661-201.2(1) the 2015 International Fire Code is adopted with 7 pages of state-specific amendments. It adopts appendices B, C and D of the 2015 International Fire Code.

By reference, portions of the State Plumbing Code, the International Building Code and the International Residential Code are adopted as parts of the State Fire Code.

The Fire Code specifically adopts Chapters 2, 3, 4, 5, 6, and 7 of the 2015 International Building Code along with Sections 804 and 805.

At 661-201(4) the State Fire Code is applied to existing buildings and structures regarding additions or alterations, along with all new construction.

At 661-210.2 the State requirements regarding smoke detectors and alarms are applied to all residential occupancies.

As the State Fire Code is administratively updated and adopts updated versions of the International Fire Code, then the Camanche Fire Code is automatically updated, unless the Council takes specific action to delete updates.

Camanche Ordinance 3-13, the Property Maintenance Chapter, does not specifically adopt any national standards. Significant regulation standards would be applied through the State Fire Code and the State Electrical Code, Chapter 103 of the Iowa Code.

Camanche Ordinance 6-10-1 is the City's Electrical Code. It specifically states that all electrical installations within the City shall comply with the latest edition of the National Electric Code. It appears that the 2020 version is the latest adopted version of this Code.

Under Iowa Code Chapter 103.22(7) a homeowner can do electrical work at their own residence. But this work is subject to inspection and must be done to the appropriate standards.

Chapter 103.23 sets forth the properties subject to inspection. This covers all new commercial and industrial applications. It also covers all new residential construction, anytime a new electrical service is installed in an existing home or anytime an electrical hazard is observed.

Chapter 103.24(3) states that the State Inspection Standards do not apply to routine maintenance. Chapter 103.24(5) allows a City to adopt different standards than the National Standards. If a City does this, then the alternate standards must be filed with the State Board. I am not aware that Camanche has taken any such action to adopt alternative standards and place them on file with the State Fire Marshall.

Administrative Code Section 661-504.1 provides that the State Electrical Board has adopted the provisions of the 2020 National Electrical Code and this applies to all inspections done of work by licensed persons and all work subject to inspection after May 1, 2021.

Administrative Code Section 661-504.1(1) sets forth the numerous State changes to the 2020 National Code Standards.

The State Building Code set forth in Chapter 103A of the Code and Administrative Code 661-301 does not appear to have been adopted by the City of Camanche by Ordinance and does not automatically become applicable to the City under 103A.12.

Most of the provisions of the State Building Code, 661-301 and the adopted provisions of the 2015 International Building Code do become applicable and enforceable in Camanche under the provisions of the State Electrical Code, Chapter 103 and the State Fire Code, 661-201(2).

Some provisions of the State Plumbing Code, 661-301(6), the State Mechanical Code and the 2015 International Residential Code are made applicable under the provisions of the State Fire Code, 661-201(2)(1) and 661-301.8.

A specific review of the applicable sections of the 2015 International Building Code, 2015 International Residential Code, 2015 International Fire Code and the 2020 National Electrical Code has not been undertaken to see what specific requirements from each Code has been adopted.

I have not been able to find any specific adoption of the 2015 International Existing Building Code, 661-301.7, by either the State Fire Code or State Electrical Code. Nor do I find any specific reference to the International Property Maintenance Code.

In summary, it appears that significant portions of numerous International Codes and Regulations are applicable and enforceable in Camanche through the State Fire Code and the provisions of Chapter 103 regarding electricians and electrical contractors. There are significantly more enforcement tools available to the City than the limited regulations specifically set forth in the Camanche Code.