# 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: <u>https://hello.freeconference.com/conf/call/2898487</u> (PLACE YOUR PHONE ON MUTE UNTIL PUBLIC COMMENTS) SEPTEMBER 5, 2023

Roll Call Moment of Silent Prayer Pledge of Allegiance Approval of Agenda

Public Hearing: Amend the Camanche Zoning Ordinance 18.60-C Sign Supplementary Regulations

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

#### **Consent Agenda:**

- 1) Approve Minutes from Council meeting held on August 15, 2023
- 2) Approve bills and claims as submitted
- 3) Approve Memorandum of Understanding with the State of Iowa for Set Off program for collection of bad debt
- 4) Receive, accept and place on file draft minutes from the Historical Board meeting on August 14, 2023
- 5) Renew Contract with the Clinton Humane Society as Amended for Pet Boarding
- 6) Approve Change Order Three from Manatt's: Storm Sewer at 9<sup>th</sup> and Cedar Heights \$2,007.50; Quantity Adjustment Stabilization Rock, Core and Place \$58,355.64; Quantity Adjustment for Subgrade Stabilization Material, Geogrid \$5,171.40 for the 9<sup>th</sup> Street Reconstruction Project totaling \$65,534.54
- Approve Pay Application #3 from Manatt's for the 9<sup>th</sup> Street Reconstruction Project \$400,035.97

#### **Unfinished Business:**

1) Camanche Splashpad plan amendment (Green)

#### **New Business:**

- 1) Accept resignation of Robbie Determann from City Council (Pruett)
- 2) Approve special election to fill 2 year council vacancy (Pruett)
- 3) First Reading of an Ordinance Amending Chapter 18 of the Camanche Zoning Ordinance 18.60-C Sign Supplementary Regulations (Kida)
- 4) Resolution Adjusting Building Permit Fees (Kida)
- 5) Library presentation for addition to Capital Improvement Plan (Evans)
- 6) Storm Water Utility Proposal (Kida)
- Authorize Chief Schutte to have maintenance and repairs done by Alexis Fire Equipment on the 1996 E-One Ladder Truck at an estimated cost of \$10,000 (D Schutte)
- 8) Set date and times for 2023 Trick-or-Treat in Camanche (Pruett)
- 9) Camanche Police Department July 2023 Report (Schmitz)

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

Board Vacancies – 1 Board of Adjustments 1 Library Board

# -14-

#### City of Camanche August 15, 2023

The City Council of the City of Camanche, Iowa met in regular session August 15, 2023, at 6:00 p.m. at Camanche City Hall. Present on roll call: Mayor Pruett presiding, and Council members Bowman, Schnoor, Varner and Weller. Absent: Council member Determann. Also present were City Attorneys Randy Current, John Frey and Braydon Roberts, City Administrator Andrew Kida and Department Heads Evans, Pewe, Schutte and Schneider.

A moment of silent prayer was observed. Mayor Pruett led the Pledge of Allegiance.

Moved by Councilman Bowman second by Councilman Varner to approve the Agenda. On roll call – all Ayes.

Mayor Pruett read a Proclamation recognizing Greg Nelson for 40 years of service on the Camanche Volunteer Fire Department.

Mayor Pruett called for public comments on Agenda topics. There were none.

Moved by Councilman Varner, second by Councilman Weller to approve the Consent Agenda which covered the following: Approve minutes from the Council meeting held on August 1, 2023; approve Abstract No. 830 which includes the following:

| August 1, 2023; approve Abstra | act No. 830 which includes the followin | ig:        |
|--------------------------------|---|------------|
| CAMANCHE VOL FIRE DEPT         | MONTHLY MAINTENANCE                     | 500.00     |
| CAMANCHE SCHOOLS               | 1/2 CROSSING GUARD 1/23-6/23            | 1,164.28   |
| CLINTON HERALD                 | LEGAL PUBLICATIONS                      | 561.13     |
| CLINTON HUMANE SOCIETY         | 1 KITTEN, 3 DAYS                        | 75.00      |
| CLINTON PRINTING COMPANY       | AP/PR CHECKS-NEW BANK INFO              | 335.00     |
| CITY OF CLINTON                | 28E SEWER CONTRACT                      | 24,000.00  |
| CLINTON NATIONAL BANK          | FED/FICA TAX WITHHOLDING                | 12,571.16  |
| CL CO AREA SOLID WASTE         | YARD WASTE                              | 272.36     |
| COLLECTION SERVICES CTR        | GARNISHMENT                             | 162.00     |
| CERTASITE                      | RECHARGE PD FIRE EXTINGUISHERS          | 132.06     |
| MANATTS                        | PAY APP #2, CO #2 9TH ST RECONST        | 393,859.03 |
| EASTERN IA LIGHT & POWER       | SECURITY LIGHT-9TH ST, ANAMOSA RD       | 113.85     |
| EMER MEDICAL PRODUCTS INC      | AMBULANCE SUPPLIES                      | 403.54     |
| HOME DEPOT CREDIT SERVICE      | CHAIN LINKS, HOOKS-SWING                | 47.43      |
| INGRAM BOOK COMPANY            | BOOKS/DVDS                              | 219.58     |
| INTERNAL REVENUE SERVICE       | PCORI FEE-FORM 720                      | 83.97      |
| J & C ENTERPRISES              | JULY 2023 COLLECTION                    | 95.68      |
| KWIK TRIP/KWIK STAR STORE      | 457.872G PW; 55.01G CEM; 25.26G FD      | 2,993.64   |
|                                | 313.01G PD; 39.675G AMB; 7.86G SJET     |            |
| LECTRONICS INC                 | LABOR, CONNECTOR-NEW PW TR RADI         | 127.05     |
| TOM MCMANUS BACKHOE            | GRAVE-DANN                              | 400.00     |
| MEDIACOM                       | INTERNET                                | 134.54     |
| A. C. MCCARTNEY                | CEMETERY GRASSHOPPER MOWER              | 8,000.00   |
| MICROMARKETING LLC             | CDS/DVDS                                | 145.82     |
| MIDAMERICAN ENERGY CO          | STREET LIGHTING                         | 2,525.38   |
| ACCESS SYSTEMS                 | COPIES-POLICE DEPARTMENT                | 89.88      |
| MUNICIPAL FIRE & POLICE        | MUNICIPAL PENSION                       | 12,331.94  |
| GREG NELSON                    | JULY 23 AMBULANCE STIPEND               | 264.00     |
| O'REILLY AUTOMOTIVE INC        | BRAKE CLEANER-BLDG INSP CAR             | 41.88      |
| QC ANALYTICAL SERVICES         | SAMPLE ANALYSIS                         | 225.00     |
| QUILL CORPORATION              | LIBRARY SUPPLIES, CHALL OFFC SUPPL      | 211.20     |
| SANDRY FIRE SUPPLY LLC         | RETRACTOR ASSEMBLY-FIRE DEPT            | 100.00     |
| SHIVE-HATTERY ENGINEERS        | ENGINEERING-9TH ST RECONST, PFAS        | 36,381.45  |
| TREASURER STATE OF IOWA        | JULY 23 SALES, WATER EXCISE TAX         | 3,423.45   |
| HAWKINS INC                    | 200 GAL AZONE-WATER DEPARTMENT          | 677.48     |
| BRIAN WERNICK                  | JULY 23 AMBULANCE STIPEND               | 60.00      |
| 1ST GATEWAY CREDIT UNION       | UNION DUES DEDUCTIONS                   | 240.00     |
| JORDAN MOORE                   | JULY 23 AMBULANCE STIPEND               | 20.00      |
|                                |   |            |

| PETERSEN SANITARY INC     | PORTABLE TOILETS-PARKS                                      | 990.00               |
|---------------------------|---|----------------------|
| CENTURYLINK               | TELEPHONE EXPENSE   | 166.75               |
| FIRE SERVICE TRAINING     | FF1-BRANDON SMITH   | 50.00                |
| ANNA EVANS<br>ERIC DAU    | REIMBURSE LIBRARY SUPPLY PURCH<br>JULY 23 AMBULANCE STIPEND | 75.30                |
| PLATINUM SMART INC.       | DATA BACK UPS-AUG 2023                                      | 100.00<br>400.00     |
| AMAZON                    | LIBRARY BOOKS, SUPPLIES, VACUUM                             |                      |
| FREY, HAUFE & CURRENT PLC | LEGAL SERVICES-JULY 2023                                    | 1,223.41             |
| SPARKLEAN                 | JULY 23 CLEANING-CCTR,CHALL,LIB,PW                          | 5,505.98<br>1,110.00 |
| HSA ACCOUNTS              | HSA- EMPLOYEES  | 1,420.00             |
| PLATINUM INFORMATION SVC  | IT SUPPORT, NETWORK MON, SPAMFLT                            | 2,325.00             |
| BRENT BRIGHTMAN           | JULY 23 AMBULANCE STIPEND                                   | 5.00                 |
| DANNY WELLER              | JULY 23 AMBULANCE STIPEND                                   | 72.00                |
| AXON ENTERPRISE, INC.     | VR CONTROLLER KIT, DYN BUNDLE                               | 1,080.00             |
| TONI SCHNEIDER            | MILEAGE-AMES-CLERK SCHOOL                                   | 236.58               |
| CARDIOVASCULAR MEDICINE   | POLICE OFFICER CANDIDTAE PHYS                               | 100.00               |
| CORY SNODGRASS            | JULY 23 AMBULANCE STIPEND                                   | 72.00                |
| CHRISTIAN MARSH           | JULY 23 AMBULANCE STIPEND                                   | 40.00                |
| PAUL MCCOY                | JULY 23 AMBULANCE STIPEND                                   | 40.00                |
| BRANDON SMITH             | JULY 23 AMBULANCE STIPEND                                   | 12.00                |
| JENNIFER BIELEMA          | JULY 23 AMBULANCE STIPEND                                   | 96.00                |
| JEFFREY HACKNEY           | JULY 23 AMBULANCE STIPEND                                   | 24.00                |
| TODD POWERS               | JULY 23 AMBULANCE STIPEND                                   | 12.00                |
| MICHELLE SOWLE            | JULY 23 AMBULANCE STIPEND                                   | 40.00                |
| THOMAS FRANKLIN           | JULY 23 AMBULANCE STIPEND                                   | 132.00               |
| MICHAEL BURMAHL           | JULY 23 AMBULANCE STIPEND                                   | 72.00                |
| TONY BLOMME               | JULY 23 AMBULANCE STIPEND                                   | 120.00               |
| MIDWEST GROUP BENEFITS    | WEEKLY CLAIMS, MONTHLY SVC FEE                              | 4,230.98             |
| GREAT WESTERN SUPPLY CO   | MULTIFOLD TOWELS-POLICE STATION                             | 74.85                |
| ACCESS SYSTEMS LEASING    | CITY HALL COPIER LEASE                                      | 472.86               |
| KYLE DEWITT               | JULY 23 AMBULANCE STIPEND                                   | 48.00                |
| RILEY SOWLE               | JULY 2023 PAID ON CALL                                      | 180.00               |
| CINTAS                    | TOWELS,RUGS-PW,CH;UNIF-PEWE                                 | 55.32                |
| HAROLD TEAGARDEN          | JULY 23 AMBULANCE STIPEND                                   | 25.00                |
| AIRGAS USA, LLC.          | CYLINDER RENTAL   | 10.08                |
| MORGAN BUTT               | JULY 23 AMBULANCE STIPEND                                   | 12.00                |
| ANDREW DETERS             | JULY 23 AMBULANCE STIPEND                                   | 15.00                |
| EIDE & HEISINGER, LLC     | CAMANCHE SHARE-LOBBYISTS                                    | 1,300.00             |
| SHAUNA TEGELER            | REIMBURSE WELLNESS  | 242.40               |
| SHALAYA AUSTIN            | JULY 23 AMBULANCE STIPEND                                   | 72.00                |
| MULGREW OIL & PROPANE CO. | 638.2G DIESEL-WELL 5 PFAS                                   | 2,814.23             |
| ALTORFER, INC.            | GENERATOR RENTAL-WELL 5                                     | 2,575.00             |
| STATE FARM                | CLAIM 15-45G8-16 DUPLICATE PMT                              | 695.40               |
| DEPOSIT REFUNDS           | REFUND DATE 08/08/2023                                      | 261.95               |
| PAYROLL CHECKS            | PAYROLL CHECKS ON 08/04/2023                                | 52,572.33            |
|                           | CLAIMS TOTAL  | 584,166.20           |
|                           | GENERAL FUND  | 84,261.53            |
|                           |   | 6,751.24             |
|                           | PARKS FUND  | 2,199.69             |
|                           | CEMETERY FUND   | 10,774.85            |
|                           | ROAD USE FUND   | 6,065.26             |
|                           | 9TH STREET PROJECT FUND                                     | 422,293.48           |
|                           |   | 14,513.51            |
|                           |   | 9,427.44             |
|                           | SEWER UTILITY FUND  | 27,092.27            |
|                           | LANDFILL/GARBAGE FUND                                       | 786.93               |

Accept City Clerk/Treasurer's Report for July 2023 which includes receipts: General \$130,071.36, Library \$28,777.98, Parks \$8,608.66, Cemetery \$8,719.68, Road Use \$51,359.86, Employee Benefit \$360.27, Police & Fire Pension \$699.36, Debt Service \$1,393.56, ARP-

American Rescue Plan \$3,434.16, Train Depot Project \$20,850.00, Water Utility Fund \$45,828.05, Sewer Utility \$76,039.36, Landfill/Garbage \$44,581.25; Receive, accept and place on file draft minutes from the Library Board meeting on July 5, 2023; Approve renewal of Class E Retail Alcohol License for DEV Supermart, Inc., dba Camanche Food Pride, effective September 21, 2023; Accept and place on file minutes from Planning and Zoning Commission meeting on June 13, 2023. On roll call – all Ayes.

Mayor Pruett read the 2<sup>nd</sup> Reading of an Ordinance Amending Title 6 Chapter 11 Building Code of the Camanche Code of Ordinances by Title only.

Moved by Councilman Bowman, second by Councilman Weller to approve the 2<sup>nd</sup> reading of an Ordinance Amending Title 6 Chapter 11 Building Code of the Camanche Code of Ordinances by Title only. On roll call – Ayes – Councilmen Bowman, Varner, Weller, Schnoor. Nays – None. Absent – Councilman Determann.

Moved by Councilman Weller, second by Councilman Varner to waive the 3<sup>rd</sup> reading of an Ordinance Amending Title 6 Chapter 11 Building Code of the Camanche Code of Ordinances. On roll call – Ayes – Councilman Varner, Schnoor, Bowman, Weller. Nays – None. Absent – Councilman Determann.

Moved by Councilman Varner, second by Councilman Weller to Adopt an Ordinance Amending Title 6 Chapter 11 Building Code of the Camanche Code of Ordinances. On roll call – Ayes – Councilmen Schnoor, Bowman, Varner, Weller. Nays – None. Absent – Councilman Determann.

Mayor Pruett read a Resolution establishing a Public Hearing to amend the Camanche Zoning Ordinance 18.60-C Sign Supplementary Regulations.

Moved by Councilman Bowman, second by Councilman Weller to adopt a Resolution establishing a Public Hearing to amend the Camanche Zoning Ordinance 18.60-C Sign Supplementary Regulations. On roll call – all Ayes.

Representatives from ABM were in attendance to present the Master Development Agreement for ABM Facilities Support Services, LLC. According to the Agreement, if the City does not use ABM for the project, the City will be required to pay ABM \$35,955 if the City does not use ABM. Some discussion followed and there are questions to be answered. They plan to install test meters in 73 random households and have estimated bills issued for two quarters because the test meters do not work with our billing software. At the end of the test period, a reading will be taken when the test meter is removed so the billing can be adjusted for actual usage.

Moved by Councilman Bowman, second by Councilman Varner to Authorize City Administrator Kida to sign the Master Development Agreement with ABM. On roll call – all Ayes.

Kida gave a Review of the Street Improvement Plan, recapping the details of Phases 1 - 5 and showed the streets that will be included in Phases 6 - 8. He reported that 33,000 linear feet of roads have been addressed so far in the SIP, totaling nearly \$6 million of roadwork.

Moved by Councilman Bowman, second by Councilman Varner to Approve Fire Chief Schutte to apply for a DNR grant for \$1,000 (50/50 match) for 2 backpack leaf blowers for wildland firefighting. On roll call – all Ayes.

Chief Schutte presented the July 2023 Camanche Fire Department Report. The July 2023 Camanche Police Department Report was tabled until the next Council meeting.

City Administrator Kida reminded Council of the League of Cities meetings in September. Public Works Director Pewe informed Council that 95% of the wiring is up for well #5 for temporary land-based power. When that is complete, the generator will be used as back-up. He said the summer help has been successful. The dump bed will be installed on the new truck this week. Chief Schutte said the Fire Department served 1,000 at the Pancake Breakfast at Camanche Days and thanked everyone for their support. City Clerk Schneider said the first date to submit election paperwork is August 28<sup>th</sup> and the deadline is September 21<sup>st</sup> at 5:00 p.m. City Engineer Solchenberger said, regarding the 9<sup>th</sup> Street Project, Alliant moved the gas line for the storm sewer so they will be starting the north side curb and gutter. An unidentified member of the gallery asked if "you guys" are behind. Kida said Todd Powers with Manatt's is here and that is a question for him. Mr. Powers stood before Council and the audience and answered a multitude of questions from members of the gallery who neither went the podium nor identified themselves as our procedure requires. Mr. Powers said the project got off to a late start due to utility conflicts, but overall are on schedule and are close to the projected final construction date. Someone else asked about the mail delivery and Mr. Powers said he will follow up on that. There were also complaints about people driving too fast on the temporary gravel road, even the dump trucks don't go slow. There were complaints about the dust. Someone asked about oiling the road. Jake Cinadr asked if there is a plan to repair the cave-in on 19<sup>th</sup> Avenue. Kida said it will hopefully be done this year.

Councilman Schnoor thanked the citizens in attendance for coming to the meeting. Councilman Bowman recapped the key issues: 1-temporary mailboxes, 2-dust control, and 3people violating the construction speed limit.

Mayor Pruett called for Public Comments, but that portion of the meeting already took place.

Mayor Pruett adjourned the meeting at 7:23 p.m.

Austin Pruett Mayor Toni Schneider City Clerk/Treasurer

| CLAIMS REPORT                       |   |                            |  |
|-------------------------------------|---|----------------------------|--|
| VENDOR                              | REFERENCE   | AMOUNT CHECI               | K # CHECK DATE                                 |
| 1ST GATEWAY CREDIT UNION            | UNION DUES DEDUCTIONS                                       | 240.00 92                  | 2370 8/18/2023                                 |
| A. C. MCCARTNEY, INC                | PARTS FOR MASSEY TRACTOR                                    | 120.74 92                  | 2374 8/18/2023                                 |
| A. C. MCCARTNEY, INC                | FUEL PUMP-CEMETERY MOWER                                    | 56.81 92                   | 2416 9/5/2023                                  |
| AFLAC                               | AFLAC - PRETAX  | 500.40 1031                | 9561 8/18/2023                                 |
| ALLIANT ENERGY                      | GAS SERVICE   | 510.11 92                  | 2404 8/31/2023                                 |
| ALLIANT ENERGY                      | GAS SERVICE   | 40.17 92                   | 2417 9/5/2023                                  |
| ALTORFER, INC.                      | GENERATOR RENTAL-WELL #5                                    | 2,575.00 92                | 2418 9/5/2023                                  |
| ANDREW KIDA                         | REIMB WATER METER PURCH EBAY                                | 111.34 92                  | 2375 8/18/2023                                 |
| ANNA EVANS                          | REIMBURSE GLASSES, LIBRARY SUPPL                            | 271.82 92                  | 2376 8/18/2023                                 |
| BLUE CROSS BLUE SHIELD              | HEALTH INSURANCE PREMIUMS                                   | 1,537.12 92                | 2372 8/18/2023                                 |
| BLUE CROSS BLUE SHIELD              | HEALTH INSURANCE PREMIUMS                                   | 21,070.03 92               | 2405 8/31/2023                                 |
| CAMANCHE DAYS                       | DONATION-2023 CAMANCHE DAYS                                 | 3,000.00 92                | 2377 8/18/2023                                 |
| CAMANCHE MARINA, INC                | FLOOD CTRL EXPS-2ND ST/4TH AVE                              | 3,156.56 92                | 2419 9/5/2023                                  |
| CASEY'S BUSINESS MASTERCARD         | 74.83G PD; 119.93G FD; 50.78G AMB;                          | 1,014.07 10319             | 9580 8/18/2023                                 |
|                                     | 20.57G BLDG INSP; 7.91G S JET                               |                            |  |
| CENTURYLINK                         | TELEPHONE EXPENSE   | 1,054.01 92                | 2378 8/18/2023                                 |
| CENTURYLINK                         | TELEPHONE EXPENSE   | 114.34 92                  | 2406 8/31/2023                                 |
| CINTAS                              | TOWELS,RUGS-PW,CH;UNIF-PEWE                                 |                            | 2379 8/18/2023                                 |
| CINTAS                              | UNIFORMS-PEWE   |                            | 2420 9/5/2023                                  |
| CITY OF CLINTON                     | 28E SEWER CONTRACT  | -                          | 2421 9/5/2023                                  |
| CLINTON ACE HARDWARE                | SHIP WATER SAMPLES/FLY TRAP PW                              |                            | 2380 8/18/2023                                 |
| CLINTON HERALD                      | 52 WEEK SUBSCRIPTION-LIBRARY                                |                            | 2381 8/18/2023                                 |
| CLINTON HERALD                      | 52 WEEK SUBSCRIPTION-LIBRARY                                |                            | 2422 9/5/2023                                  |
| CLINTON NATIONAL BANK               | FED/FICA TAX WITHHOLDING                                    | 241.17 10319               |  |
| CLINTON NATIONAL BANK               | FED/FICA TAX WITHHOLDING                                    | 241.17 10319               |  |
| CLINTON NATIONAL BANK               | FED/FICA TAX WITHHOLDING                                    | 241.17 10319               |  |
| CLINTON NATIONAL BANK               | FED/FICA TAX WITHHOLDING                                    | 13,008.51 10319            | • •  |
| CLINTON NATIONAL BANK               | FED/FICA TAX WITHHOLDING                                    | 12,505.93 10319            | • •  |
| COLLECTION SERVICES CTR             | GARNISHMENT   | 162.00 10319               |  |
| COLLECTION SERVICES CTR             | GARNISHMENT   | 162.00 10319               |  |
| CONTINUOUS TOUCH, LLC               | SIP TRUNKING  |                            | 2423 9/5/2023                                  |
| CORE-VENS & COMPANY                 | ADDITIONAL PREMIUM INVOICE                                  | •                          | 2382 8/18/2023                                 |
|                                     | WATER, DISP RENT-LIBRARY, CITY HALL                         |                            | 2383      8/18/2023        0.424      0.454    |
|                                     |   |                            | 2424 9/5/2023                                  |
|                                     | REINSTALL MISSING WATER METER                               |                            | 2425 9/5/2023                                  |
| EASTERN IOWA TIRE INC               | 4 TIRES REPLACED-SKID LOADER                                |                            | 2384 8/18/2023                                 |
| EMER MEDICAL PRODUCTS INC           |   | -                          | 2426 9/5/2023                                  |
| GALE/CENGAGE<br>GATEWAY UNITED WAY  |   |                            | 2385      8/18/2023        2365      8/18/2023 |
| IOWA GEMT PAYMENT PROGRAM           | UNITED WAY DEDUCTION  |                            | 2366 8/18/2023                                 |
|                                     | STATE SHARE GEMT JULY-SEPT                                  | 3,039.18 10319             |  |
| gWORKS<br>HAWKINS, INC              | CEMETERY MODULE LICENSE/IMPLEM<br>130 GAL AZONE, 90 GAL LPC | •                          | 2427 9/5/2023                                  |
| HAWKINS, INC                        | 90 GAL AZONE, 90 GAL LPC<br>90 GAL AZONE-WATER DEPARTMENT   |                            | 23868/18/202324289/5/2023                      |
| HAVVRINS, INC<br>HENDERSON PRODUCTS | DUMP BED FOR 2023 PWORKS TRUCK                              |                            | •••  |
| HOME DEPOT CREDIT PLAN              | QUIKRETE-SPEED SIGN 7TH AVE                                 | 24,209.00 92<br>9.56 10319 | 2429 9/5/2023                                  |
|                                     |   | 9.20 10315                 | 9582 8/25/2023                                 |

| HSA ACCOUNTS                  | HSA- EMPLOYEES                     | 1 / 30 00 | 10319562       | 8/18/2023            |
|-------------------------------|------------------------------------|-----------|----------------|----------------------|
| HSA ACCOUNTS                  | HSA- EMPLOYEES                     |           | 10319502       | 9/1/2023<br>9/1/2023 |
| INGRAM BOOK GROUP INC         | BOOKS/DVDS                         | 673.32    |                | 8/18/2023            |
| INGRAM BOOK GROUP INC         | BOOKS/DVDS                         | 1,221.87  |                | 9/5/2023             |
| IOWA ONE CALL                 | 117 ONE CALL LOCATES               | 105.30    |                |                      |
| IPERS                         | IPERS                              |           |                | 9/5/2023             |
| KYLE STEVEN DEWITT            | REIMBURSE EMS BOOKS                |           | 10319558       | 8/18/2023            |
|                               |                                    | 404.65    |                | 8/31/2023            |
| LECTRONICS INC                |                                    | 30.00     |                | 9/5/2023             |
| PRINCIPAL LIFE INSURANCE CO.  |                                    | 246.18    |                | 8/18/2023            |
| PRINCIPAL LIFE INSURANCE CO.  |                                    | 1,049.17  | 92408          | 8/31/2023            |
| MASTERCARD                    | PD,CLERK,CITY ADMIN TRAINING,SUPPL | 4,784.81  |                | 8/18/2023            |
| MASTERCARD                    | CONFERENCE CALL SOFTWARE           | 26.82     | 92403          | 8/28/2023            |
| MEDIACOM                      | INTERNET                           | 450.00    | 92409          | 8/31/2023            |
| MEDICAL EQUIPMENT SERVICE     | AED PREVENTITIVE MAINTENANCE       | 1,010.00  |                | 9/5/2023             |
| MERCYONE, CLINTON, IA         | JUNE/JULY PHARMACEUTICALS          | 63.00     | 92434          | 9/5/2023             |
| MICHAEL FREDERICK             | 1 ВООК                             | 10.00     | 92435          | 9/5/2023             |
| MICROMARKETING LLC            | CDS                                | 263.24    | 92436          | 9/5/2023             |
| MIDAMERICAN ENERGY CO         | ELECTRIC SERVICE                   | 3,778.00  | 92389          | 8/18/2023            |
| MIDWEST GROUP BENEFITS        | WEEKLY CLAIMS                      | 2,386.21  | 10319583       | 8/16/2023            |
| MIDWEST GROUP BENEFITS        | WEEKLY CLAIMS                      | 146.17    | 10319605       | 8/30/2023            |
| MIDWEST GROUP BENEFITS        | WEEKLY CLAIMS                      | 2,973.64  | 10319606       | 8/23/2023            |
| MIKE'S BODY SHOP              | SQUAD CAR REPAIRS-INS PAID         | 1,376.45  | 92410          | 8/31/2023            |
| MULGREW OIL & PROPANE CO.     | 258.6G DIESEL-WELL 5 PFAS          | 2,503.76  | 92390          | 8/18/2023            |
| MULGREW OIL & PROPANE CO.     | 312.3G DIESEL-WELL 5 PFAS          | 1,104.61  | 92411          | 8/31/2023            |
| MUNICIPAL FIRE & POLICE       | MUNICIPAL PENSION                  | 12,343.92 | 10319559       | 8/18/2023            |
| MUNICIPAL FIRE & POLICE       | MUNICIPAL PENSION                  | 12,652.65 | 10319586       | 9/1/2023             |
| NEW LIFE COMPUTERS            | ONSITE REPAIR-ANNA'S LAPTOP        | 50.00     | 92437          | 9/5/2023             |
| O'REILLY AUTOMOTIVE STORES    | REFRIGERANT-FD LADDER TRUCK        | 26.65     | 92391          | 8/18/2023            |
| O'REILLY AUTOMOTIVE STORES    | OIL PRESSURE SWITCH-'14 SQUAD      | 16.49     | 92438          | 9/5/2023             |
| PAUL VARNER                   | MILEAGE-CCASWA MEETINGS JU-JLY     | 108.08    | 92392          | 8/18/2023            |
| PLATINUM LEASING SERVICES     | SEPTEMBER 2023 LEASE PAYMENT       | 853.00    | 92439          | 9/5/2023             |
| PLAYAWAY PRODUCTS             | BOOKS/DVDS                         | 69.99     | 92393          | 8/18/2023            |
| NAPA AUTO PARTS               | HYDRAULIC FILTER-MASSEY TRACTO     | 43.54     | 92394          | 8/18/2023            |
| NAPA AUTO PARTS               | FLUID FILTERS-SQUAD CARS           | 8.70      | 92440          | 9/5/2023             |
| PRESTO-X COMPANY              | PEST CTRL-CCTR,LIB,CHALL,HIST BLDG | 204.34    | 92395          | 8/18/2023            |
| QC ANALYTICAL SERVICES LLC    | SAMPLE ANALYSIS                    | 383.00    | 92441          | 9/5/2023             |
| QUILL CORPORATION             | OFFICE, LIBRARY SUPPLIES           | 367.22    | 92442          | 9/5/2023             |
| REPUBLIC SERVICES             | AUG 23 CITY, PWORKS COLLECTION     | 31,093.90 | 92412          | 8/31/2023            |
| RICHARD SCHMITZ JR            | REIMB FUEL EXPENSE-ILEA GRAD       | 81.20     | 92412          | 8/31/2023            |
| SHIVE-HATTERY ENGINEERS       | ENGINEERING-ROUNDABOUT             | 4,367.45  | 92443          | 9/5/2023             |
| SLOAN IMPLEMENT CO.           | WINDSHEILD-CASE TRACTOR            | 4,307.43  | 92443          | 9/5/2023<br>9/5/2023 |
| SPARKLEAN                     | AUG 23 CLEANING-CHALL,LIB,CCTR,PW  | 950.00    | 92444<br>92445 | 9/5/2023<br>9/5/2023 |
| STATE LIBRARY OF IOWA         | CAT EXPRESS SUBSCRIPTION FEES      | 106.50    | 92445<br>92396 | 8/18/2023            |
| TEAM TWO INC                  | AMBULANCE BILLING-JULY 2023        |           |                |                      |
| TEMP ASSOCIATES-IOWA, INC     | LIBRARY-DELUHERY THRU 7/30/23      | 1,272.64  | 92397          | 8/18/2023            |
| TITAN MACHINERY INC.          | TRACTOR PARTS                      | 382.80    | 92446          | 9/5/2023<br>0/5/2023 |
| TOM MCMANUS BACKHOE AND       |                                    | 104.35    | 92447          | 9/5/2023             |
| I OIVI WICIVIANUS DACKHUE AND | TOW TRUCK TO DAVENPORT-SERVICE     | 400.00    | 92448          | 9/5/2023             |

| TONI SCHNEIDER              | CLOTHING ALLOWANCE              | 132.24     | 92449    | 9/5/2023  |
|-----------------------------|---------------------------------|------------|----------|-----------|
| TREASURER STATE OF IOWA     | STATE WITHHOLDING TAX           | 5,260.24   | 10319560 | 8/18/2023 |
| UNIFORM DEN INC.            | UNIFORMS-OFFICER TYSON          | 811.67     | 92450    | 9/5/2023  |
| UNITED RENTALS INC.         | COMPRESSOR-SEWER DEPARTMENT     | 207.00     | 92451    | 9/5/2023  |
| US CELLULAR                 | PD CELL PHONES, MOBILE 311 DATA | 611.86     | 92414    | 8/31/2023 |
| VOYA INSTITUTIONAL TRUST CO | 457 PLAN DEDUCT                 | 2,014.00   | 92368    | 8/18/2023 |
| WINDSTREAM CORPORATION      | PHONE/LONG DISTANCE             | 301.21     | 92415    | 8/31/2023 |
| WORLD TRADE PRESS           | A TO Z THE WORLD, USA, FOOD     | 818.60     | 92452    | 9/5/2023  |
| ACCOUNT 1101118005          | WATER ACCOUNT CREDIT BAL REFUND | 1,458.84   | 92373    | 8/17/2023 |
| ACCOUNT 1101046002          | WATER DEPOSIT REFUND            | 93.83      | 92401    | 8/24/2023 |
| ACCOUNT 1100998010          | WATER DEPOSIT REFUND            | 68.06      | 92402    | 8/24/2023 |
|                             | PAYROLL PAID ON 8/16/23         | 1,558.00   |          |           |
|                             | PAYROLL PAID ON 8/17/23         | 1,558.00   |          |           |
|                             | PAYROLL PAID ON 8/18/23         | 54,009.80  |          |           |
|                             | PAYROLL PAID ON 8/19/23         | 1,558.00   |          |           |
|                             | PAYROLL PAID ON 9/1/23          | 52,736.12  |          |           |
|                             | ***** REPORT TOTAL *****        | 363,344.95 |          |           |

| PRUPDTOO<br>07.14.22 | PAID T    | HROUGH | 23 10:49 A<br>8/16/202<br>3, FISCAL | 3       | •    | of Camanche IA<br>CHECK RE<br>8/16/2023 | EGISTER |         | BI-WKLY | OPER: TS<br>JRNL 3040<br>1ST/MID CHK OF MO | PAGE | 1 |
|----------------------|-----------|--------|-------------------------------------|---------|------|---|---------|---------|---------|--|------|---|
| CHECK NO             | DATE      | EMP NO | PAY TO TH                           | e order | OF   | CHECK A                                 | AMOUNT  | CLEARED | VOIDED  | MANUAL                                     |      |   |
| 1<br>92363           | 8/16/2023 | 3000   | CITIZEN'S<br>DAVID C S              |         | BANK | 15                                      | 558.00  |         |         |  | <br> |   |
|                      |           |        | BANK TOTA                           | L       |      | 15                                      | 558.00  |         |         |  |      |   |
|                      |           |        | REPORT TO                           | TAL     |      | 15                                      | 558.00  |         |         |  |      |   |

| РКОРОТОО<br>07.14.22 | PAID T    | HROUGH | 8/17/2023                               | o† Camanche IA<br>CHECK REGISTER<br>8/17/2023 8/17/2023 | OPER: TS<br>JRNL 3043<br>BI-WKLY 1ST/MID CHK OF MO | PAGE 1 |   |
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| CHECK NO             | DATE      | EMP NO | PAY TO THE ORDER OF                     | CHECK AMOUNT CLEARED                                    | VOIDED MANUAL                                      |        |   |
| 1<br>92364           | 8/17/2023 | 3000   | CITIZEN'S FIRST BANK<br>DAVID C SCHUTTE | 1558.00   |  |        | - |
|                      |           |        | BANK TOTAL                              | 1558.00   |  |        |   |
|                      |           |        | REPORT TOTAL                            | 1558.00   |  |        |   |

| PRUPDT00<br>07.14.22  | Tue Au<br>PAID T<br>CALENDA | ug 15, 2<br>THROUGH<br>NR 8/20  | 023 7:33 PM City<br>8/18/2023<br>23, FISCAL 2/2024 DATES  | of Camanche IA<br>CHECK REGISTEF<br>8/18/2023 8/18/  | R<br>/2023 | I AST CHECK | OPER: TS<br>JRNL 3051<br>OF THE MONTH | PAGE | 1 |
|---|-----------------------------|---|---|--|------------|-------------|---------------------------------------|------|---|
|   | DATE                        | EMP NO  | PAY TO THE ORDER OF   | CHECK AMOUNT   | CLEARED    | VOIDED      | MANUAL                                |      |   |
| $\begin{array}{c} 1\\ 6228\\ 6229\\ 6230\\ 6231\\ 6232\\ 6233\\ 6234\\ 6235\\ 6236\\ 6237\\ 6238\\ 6239\\ 6240\\ 6241\\ 6242\\ 6243\\ 6244\\ 6245\\ 6244\\ 6245\\ 6244\\ 6245\\ 6246\\ 6247\\ 6248\\ 6249\\ 6250\\ 6251\\ 6252\\ 6253\\ 6256\\ 6257\\ 6258\\ 6255\\ 6256\\ 6257\\ 6258\\ 6256\\ 6257\\ 6258\\ 6256\\ 6257\\ 6258\\ 6257\\ 6258\\ 6257\\ 6258\\ 6257\\ 6258\\ 6257\\ 6258\\ 6257\\ 6258\\ 6257\\ 6258\\ 6257\\ 6268\\ 6267\\ 6268\\ 6267\\ 6268\\ 6267\\ 6268\\ 6267\\ 6271\\ 6272\\ 6273\\ 6274\\ 6275\\ 6276\end{array}$ |                             | 10800<br>9500<br>10400<br>11000<br>11100<br>9600<br>10900<br>3900<br>4000<br>7700<br>7700<br>7700<br>1800<br>1800<br>1800<br>2800<br>2800<br>2800<br>2800<br>28 | CITIZEN'S FIRST BANK 07<br>JOE W TYSON<br>HAROLD W TEAGARDEN<br>GAYLON S PEWE<br>BLAKE D HARDISON<br>NOLAN S CAMPIE<br>JEFFREY R ANNEAR<br>JEFFREY J APLIN<br>MICHAEL G YACKSHAW<br>MICHAEL G YACKSHAW<br>DARYL W YODER<br>NATHAN P CAMPIE<br>NATHAN P CAMPIE<br>WILLIAM J LODGE<br>WILLIAM J LODGE<br>WILLIAM J LODGE<br>WILLIAM J LODGE<br>RICHARD E SCHMITZ<br>RICHARD E SCHMITZ<br>KELLI J ELLIOTT<br>KELLI J ELLIOTT | 73922762<br>1773.78<br>1263.43<br>2102.38<br>817.93<br>853.80<br>411.32<br>237.78<br>150.00<br>1689.38<br>1971.39<br>125.00<br>1729.55<br>425.00<br>333.00<br>1443.79<br>1514.10<br>1250.00<br>1654.46<br>100.00<br>454.84<br>2119.39<br>1235.00 |            |             |                                       |      |   |
|   |                             |   | BANK TOTAL  | 54009.80   |            |             |                                       |      |   |

| PRUPDTO0<br>07.14.22 | Tue Aug 15, 2023 7:33 PM<br>PAID THROUGH 8/18/2023<br>CALENDAR 8/2023, FISCAL |                  |                    | OPER: TS<br>JRNL 3051<br>CHECK OF THE MONTH | PAGE 2 |   |
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REPORT TOTAL

54009.80

| PRUPDTOO<br>07.14.22 | PAID T    | HROUGH | 8/19/2023                               | of Camanche IA<br>CHECK REGISTER<br>8/19/2023 8/19/2023 | OPER: TS<br>JRNL 3046<br>BI-WKLY 1ST/MID CHK OF MO | PAGE | 1 |
|----------------------|-----------|--------|---|---|--|------|---|
| CHECK NO             | DATE      | EMP NO | PAY TO THE ORDER OF                     | CHECK AMOUNT CLEARED                                    | VOIDED MANUAL                                      |      |   |
| 1<br>92365           | 8/19/2023 | 3000   | CITIZEN'S FIRST BANK<br>DAVID C SCHUTTE | 1558.00   |  |      |   |
|                      |           |        | BANK TOTAL                              | 1558.00   |  |      |   |
|                      |           |        | REPORT TOTAL                            | 1558.00   |  |      |   |

| PRUPDTO0<br>07.14.22   | Wed Au<br>PAID T<br>CALENDA   | ig 30, 20<br>HROUGH<br>R 9/202   | 023 12:37 PM City<br>9/01/2023<br>23, FISCAL 3/2024 DATES   | of Camanche IA<br>CHECK REGISTER<br>9/01/2023 9/01/2023  | OPER: TS<br>JRNL 3057<br>BI-WKLY 1ST/MID CHK OF MO | PAGE 1 |
|--|---|--|---|--|--|--------|
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| $\begin{array}{c} 1\\ 6278\\ 6279\\ 6280\\ 6281\\ 6282\\ 6283\\ 6284\\ 6285\\ 6286\\ 6287\\ 6288\\ 6289\\ 6290\\ 6291\\ 6292\\ 6293\\ 6290\\ 6291\\ 6292\\ 6293\\ 6296\\ 6297\\ 6298\\ 6299\\ 6300\\ 6302\\ 6303\\ 6304\\ 6305\\ 6306\\ 6307\\ 6308\\ 6309\\ 6310\\ 6311\\ 6312\\ 6313\\ 6314\\ 6315\\ 6316\\ 6317\\ 6318\\ 6319\\ 6320\\ 6321\\ 6322\\ 6323\\ 6321\\ 6322\\ 6323\\ 6321\\ 6322\\ 6323\\ 6321\\ 6322\\ 6323\\ 6321\\ 6322\\ 6323\\ 6321\\ 6322\\ 6323\\ 6323\\ 6321\\ 6322\\ 6323\\ 6323\\ 6321\\ 6322\\ 6323\\ 63$ | 9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023<br>9/01/2023 | 10800<br>9500<br>10400<br>11000<br>9600<br>3900<br>3900<br>7700<br>1800<br>1800<br>1800<br>2800<br>2800<br>2800<br>2800<br>3200<br>3200<br>3200<br>3 | CITIZEN'S FIRST BANK 07<br>JOE W TYSON<br>HAROLD W TEAGARDEN<br>GAYLON S PEWE<br>BLAKE D HARDISON<br>JEFFREY R ANNEAR<br>MICHAEL G YACKSHAW<br>MICHAEL G YACKSHAW<br>DARYL W YODER<br>NATHAN P CAMPIE<br>WILLIAM J LODGE<br>WILLIAM J LODGE<br>WILLIAM J LODGE<br>WILLIAM J LODGE<br>WILLIAM J LODGE<br>RICHARD E SCHMITZ<br>RICHARD E SCHMITZ<br>RICHARD E SCHMITZ<br>KELLI J ELLIOTT<br>KELLI J ELLIOTT<br>KELLI J ELLIOTT<br>KELLI J ELLIOTT<br>KELLI J ELLIOTT<br>KELLI J ELLIOTT<br>BRITTNEY R PARKS<br>JEFFREY D MOORE<br>DAVID C SCHUTTE<br>JAMES F SOWLE<br>JAMES F SOWLE<br>JAMES F SOWLE<br>MITCHELL L JAHNS<br>JACOB M VANZUIDEN<br>JACOB M VANZUIDEN | $\begin{array}{c} 3922762 \\ \hline 1796.84 \\ 1263.43 \\ 2095.42 \\ 357.62 \\ 377.84 \\ 150.00 \\ 1651.79 \\ 2304.33 \\ 125.00 \\ 1673.53 \\ 425.00 \\ 333.00 \\ 1579.29 \\ 1527.03 \\ 1250.00 \\ 1654.46 \\ 100.00 \\ 377.38 \\ 2260.08 \\ 1235.00 \\ 851.00 \\ 2031.34 \\ 2517.57 \\ 2583.21 \\ 2646.53 \\ 400.00 \\ 1995.08 \\ 2176.59 \\ 1100.00 \\ 600.00 \\ 894.42 \\ 1544.30 \\ 613.91 \\ 851.98 \\ 549.91 \\ 791.59 \\ 700.00 \\ 1938.44 \\ 55.00 \\ 40.00 \\ 185.00 \\ 1451.84 \\ 1003.50 \\ 40.00 \\ 150.00 \\ \end{array}$ |  |        |
|  | 9/01/2023<br>9/01/2023  |  | CHRISTY J SCHUTTE<br>TROY F ALDERMAN  | 1021.30<br>1466.57   |  |        |
|  |   |  | BANK TOTAL  | 52736.12   |  |        |
|  |   |  | REPORT TOTAL  | 52736.12   |  |        |

#### CLAIMS REPORT CLAIMS FUND SUMMARY

| FUN | ) NAME                    | AMOUNT     |
|-----|---------------------------|------------|
| 001 | GENERAL                   | 219,396.38 |
| 002 | LIBRARY                   | 17,842.43  |
| 003 | PARKS                     | 3,691.14   |
| 004 | CEMETERY                  | 10,231.32  |
| 110 | ROAD USE                  | 13,689.68  |
| 320 | ROUNDABOUT-7TH AVE/HWY 67 | 4,367.45   |
| 333 | PFAS                      | 8,916.95   |
| 600 | WATER UTILITY FUND        | 20,783.89  |
| 610 | SEWER UTILITY FUND        | 32,092.96  |
| 670 | LANDFILL/GARBAGE          | 32,332.75  |
|     | TOTAL FUNDS               | 363,344.95 |

#### 

#### ARTICLE I PURPOSE

1.1 The purpose of this memorandum of understanding ("Agreement") is to define the terms and conditions of [<u>City of Camanche</u>] ("Participating Agency")'s participation in the State Setoff Program ("Program"), as administered by the Iowa Department of Revenue ("IDR"). Participating Agency and IDR may individually be referred to as a "Party", or collectively as "Parties".

#### ARTICLE II DEFINITIONS & AUTHORITY

#### 2.1 **Definitions.**

- 2.1.1 "Credit Vendor" means an agency or entity who submits funds to the Program.
- 2.1.2 "Data" means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
  - 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
  - 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 "Debt" means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 "Debt Portal" means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 "Debt Type" means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 "Obligor" means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 "Obligor Directory Information" means the Obligor's Name, Address, Phone Number, and Email Address.
- 2.1.8 "Obligor Information" means any information regarding the Obligor required by IDR, including "Obligor Directory Information".
- 2.1.9 "Participating Agency" means a Public Agency or the Iowa Judicial Branch ("IJB"), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 "Public Agency" means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 "Public Payment" means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 "Qualifying Debt" means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 "Setoff Fee", as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 "State Setoff Program" or the "Program" means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.
- 2.2 Legal Authority. This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.

#### ARTICLE III PROGRAM PARAMETERS

#### 3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.
- 3.1.3 Contact Persons.
  - 3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
  - 3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
  - 3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
  - 3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
  - 3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
  - 3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

#### 3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

#### 3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 Character of Debt.

3.3.3.1 The Debt must be Qualifying Debt.

- 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
- 3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.
- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
  - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.

#### 3.4 Setoff Procedure.

- 3.4.1 Debt will be setoff upon a TIN match.
- 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
- 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.

3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.

# 3.4.4 Setoff Fee.

- 3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
- 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
- 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.

#### 3.4.5 **Upon Setoff.**

- 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
- 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

#### 3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

#### 3.6 Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

#### 3.7 **Refunds**

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In

such a case. the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.

- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.
- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

#### ARTICLE IV

#### CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

#### ARTICLE V DURATION AND TERMINATION

#### 5.1 Duration.

- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.

#### 5.2 Termination.

- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
  - 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
  - 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

- 5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;
- 5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;
- 5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

#### 5.2.2 **Termination for Convenience.**

- 5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.
- 5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.
- 5.2.3 **Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:
  - 5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
  - 5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;
  - 5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
  - 5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or
  - 5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

# ARTICLE IV

#### ADMINISTRATION

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

- 6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.
- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 Additional Provisions. The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments**. The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.
- 6.6 No Actions or Damages. The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

| Iowa Department of I | Revenue | [City of Camanche ]("Participating Agency") |  |  |  |  |
|----------------------|---------|---|--|--|--|--|
|                      |         | Christy J<br>Schutte                        | Digitally signed by<br>Christy J Schutte<br>Date: 2023.08.03 |  |  |  |
|                      |         | Schutte                                     | 09:50:28 -05'00'   |  |  |  |
| Signature            | Date    | Signature                                   | Date   |  |  |  |
| Name:                |         | Name:<br>Christy J Schutte                  |  |  |  |  |
| Title:               |         | Title:<br>Utility Billing Clerk             |  |  |  |  |

### Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

| Operational Contact - Primary  |                       |  |  |  |  |  |
|--|-----------------------|--|--|--|--|--|
| This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program. |                       |  |  |  |  |  |
| Name:  | Christy J Schutte     |  |  |  |  |  |
| Title  | Utility Billing Clerk |  |  |  |  |  |
| Phone Number:  | 563-259-8342          |  |  |  |  |  |
| E-mail Address:  | cleu@camancheia.org   |  |  |  |  |  |

| Operational Contact - Secondary   |                      |  |  |  |  |
|---|----------------------|--|--|--|--|
| This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program. |                      |  |  |  |  |
| Name:   | Toni L Schneider     |  |  |  |  |
| Title   | City Clerk           |  |  |  |  |
| Phone Number:   | 563-259-8342         |  |  |  |  |
| E-mail Address:   | clerk@camancheia.org |  |  |  |  |

| <b>Obligor Contact - Primary</b>                       |                       |
|--|-----------------------|
| This is the primary contact for questions from Obligor | S.                    |
| Name:  | Christy J. Schutte    |
| Title  | Utility Billing Clerk |
| Phone Number:  | 563-259-8342          |
| E-mail Address:  | cleu@camancheia.org   |

| <b>Obligor Contact - Secondary</b>          |                           |
|---|---------------------------|
| This is the backup contact for questions fr | rom Obligors.             |
| Name:                                       | Toni Schneider            |
| Title                                       | City Clerk                |
| Phone Number:                               | 563-259-8342              |
| E-mail Address:                             | clerk@camancheia.orgChrit |

| Agreement-Related Notices Should be Sent To:                |                       |  |  |  |  |  |
|---|-----------------------|--|--|--|--|--|
| This is the contact who should receive legal notifications. |                       |  |  |  |  |  |
| Name:   | Christy J Schutte     |  |  |  |  |  |
| Title   | Utility Billing Clerk |  |  |  |  |  |
| Phone Number:   | 563-259-8342          |  |  |  |  |  |
| E-mail Address:   | cleu@camancheia.org   |  |  |  |  |  |
| Address:  | PO BOX 77             |  |  |  |  |  |
| City:   | Camanche              |  |  |  |  |  |
| State:  | lowa                  |  |  |  |  |  |
| Zip Code:   | 52730                 |  |  |  |  |  |

Camanche Historical Board met 14 August 2023. President Kris Melenbacker opened the meeting. Roll call was answered by Kris Melenbacker, Madonna Obren, Bob Jordan and Ruth Evans. Also present were Paul Varner --liaison, Ed Evans, and Mary Ann Jordan. Absent were Amanda Determann, Pam Stewart and Juli Leonard.

Minutes for 10 July were read. Kris motioned to accept with no additions or corrections. Carried.

Treasurer's report presented by Kris via Pam. Madonna motioned to accept, seconded by Kris. Approved. Ruth reported it is budget time.

Old business: Discussion was held about ideas for fundraising. Suggestion of a soup and sandwich in October. A good idea but too late to plan for October. Discussion held about a Christmas tree contest. No action taken.

New business: There was a great turn-out for the ice cream social. Thanks to the 'Class of '73'. Hope to get future class reunions to include the museum in their activities. Better communications and committees needed for all events at the museum. Madonna made a list of suggestions to organize any event. Discussion held about having advertising of the ice cream social on a vehicle in the parade rather than a paper hand-out. Sunday openings of the museum were scheduled -- see calendar.

Kris adjourned.

Respectfully submitted,

Ruth Evans, secretary

# 2023-2026 PET BOARDING AGREEMENT AND CONTRACT

(contract dates July 1, 2023-June 30, 2026)

# This agreement by and between the Clinton Humane Society &\$ The City of Camanche

By our signatures, we mutually agree to abide by the following provisions:

- I. The Clinton Humane Society (referred to now as CHS) agrees to accept and care for dogs and cats transported by any representative of the City of Camanche which have been delivered to the CHS's facility at 1473 Main Avenue in Clinton IA.
- II. The CHS agrees if there is any means of determining an impounded pet's owner, that CHS will make every reasonable effort to notify such party of the impound.
- III. The City of Camanche agrees to pay for boarding fees of impounded animals, which are unclaimed by their owners. The fees are as follows: \$25.00 per day for each dog and \$25.00 per day for each cat- for a period of 4 days for a dog and 3 days for a cat. This impoundment time is to allow its owner the opportunity to reclaim it. There will also be a \$25.00 per day fee for bite cases that need to be kept at the facility on a 10- day quarantine. Owners of the animals who reclaim their pet at the CHS are responsible for paying the CHS directly at the time of reclaiming their animal, for any fees due. If the owner reclaims the animal, the CHS will bill the owner at the time the animal is reclaimed; and will not bill the City of Camanche. If the animal is unclaimed after the 10 day quarantine period, the City of Camanche will pay the quarantine fee to the CHS, and seek restitution from the owner of said animal.
- IV. CHS regarding Hoarding, Neglect, Abuse Cases; in the event the City of Camanche, its agent, employees or representatives places an animal with the Clinton Humane Society ("CHS"), which because of the number or the nature of the animal, or as a result of a rescue from hoarding, neglect or abuse cases, of such animal (refer to 717B.5 Code of Iowa), requires special accommodations the City of Camanche will reimburse CHS for the fair and reasonable cost of care and maintenance for such animal. The cost for care and maintenance of such animal will be \$25.00 per animal, for each day such animal is placed with CHS.

If upon placement with CHS, or at any time during the waiting period (trial or hearing date), CHS determines or City of Camanche requests (within 10 days for Court) that an animal needs veterinary care, CHS will coordinate with the City of Camanche and then obtain the necessary veterinary care for such animal and the City of Camanche will reimburse CHS for the cost of such veterinary care. If, prior to impoundment or outside of normal business hours, an animal needs emergency veterinary care, the City of

Camanche will obtain the emergency veterinary care and notify CHS that such emergency veterinary care has been obtained.

CHS will submit to the City of Camanche, not less than one time monthly, a statement showing the itemization for such care, maintenance and services, including but not limited to, boarding, vaccines, medications, veterinary visits or care, and the disposition of said animals (i.e. euthanasia, cremation, or adoption).

- V. Payment for any unclaimed impounded animal's boarding will be billed to the City of Camanche upon termination of the three or four day holding period.
- VI. Any pet impounded by the CHS comes under its sole jurisdiction after four days.
  After this three or four day period has lapsed, and the animal remains unclaimed, The Clinton Humane Society may:
  - a. Adopt the pet to a new owner.
  - b. Keep the pet for an unspecific period of time.
  - c. Euthanize the pet.

Dates as and where shown, agreed and signed.

#### **Clinton Humane Society**

Ву\_\_\_\_\_

(Printed name)

(Signature)

# City of Camanche

Ву\_\_\_\_\_

(Printed name)

(Signature)

#### CHANGE ORDER NO.: Three

| Owner:         | City of Camanche                     |                | Owner's Project N  | lo.:     |              |
|----------------|--------------------------------------|----------------|--------------------|----------|--------------|
| Engineer:      | Shive-Hattery, Inc.                  |                | Engineer's Project | t No.:   | 2132201053   |
| Contractor:    | Manatt's, Inc.                       |                | Contractor's Proje | ect No.: |              |
| Project:       | Camanche 9 <sup>th</sup> Street Reco | nstruction     |                    |          |              |
| Contract Name: |                                      |                |                    |          |              |
| Date Issued:   | August 30, 2023                      | Effective Date | of Change Order:   | Septer   | nber 5, 2023 |

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

**Description:** 

Storm sewer revisions for unknown storm sewer encountered at 9th St/Cedar Heights

ADD \$2,007.50 (3 – 8 in elbows at \$250, 1 core drill at \$300, concrete collar connection at \$150, 15 feet of 8 in pvc pipe at \$1,125, 10% prime contractor markup)

Quantity adjustment for as-built quantity of Pay Item 6 STABILIZATION ROCK, CORE, AND PLACE

- ADD \$58,355.64 (1882.44 TONS at bid price of \$31.00/TON)

Quantity adjustment for as-built quantity of SUBGRADE STABILIZATION MATERIAL, GEORGRID

**Change in Contract Times** 

- ADD \$5,171.40 (1343.22 SY at bid price of \$3.85/SY)

Attachments:

None

#### [State Contract Times as either a specific date or a **Change in Contract Price** number of days] **Original Contract Price: Original Contract Times:** Substantial Completion: 10-15-2023 Ś 1,645,038.90 Ready for final payment: 11-15-2023 [Increase] from previously approved Change Orders [Increase] [Decrease] from previously approved No. 1 & No. 2: Change Orders No.1 to No. [Number of previous Change Order]: NONE Substantial Completion: 18,122.50 Ready for final payment: Contract Price prior to this Change Order: Contract Times prior to this Change Order: Substantial Completion: \$ \_1,663,161.40 Ready for final payment: Increase this Change Order: [Increase] [Decrease] this Change Order: NONE Substantial Completion: \$ 65,534.54 Ready for final payment: Contract Times with all approved Change Orders: Contract Price incorporating this Change Order: Substantial Completion: 10-15-2023 1,728,695.94 Ready for final payment: 11-15-2023

Page 1 of 2

| By:    | Recommended by Engineer (if required) | Authorized by Contractor<br>Ashly Kint |
|--------|---------------------------------------|--|
| Title: | Civil Engineer (Shive-Hattery)        | Contract Administrator                 |
| Date:  | 8/31/2023                             | 8/31/23                                |
|        | Authorized by Owner                   |  |
| By:    |                                       |  |
| Title: |                                       |  |
| Date:  |                                       |  |

#### APPLICATION AND CERTIFICATION FOR PAYMENT

#### City of Camanche Project: Camanche 9th Street Reconstruction Contractor: Manatt's, Inc.

#### Pay Estimate: 03 9/5/2023 For work performed through: 8/29/2023

| ITEM | DESCRIPTION                                     | UNIT | EST QTY | UNIIT PRICE | EXT AMT      | UNITS COMPLETE | VALUE OF WORK COMPLETE |
|------|---|------|---------|-------------|--------------|----------------|------------------------|
| 1    | PAVEMENT REMOVAL                                | SY   | 8603    | \$6.50      | \$55,919.50  | 7742.70        | \$50,327.55            |
| 2    | STORM SEWER AND STRUCTURE REMOVAL               | LF   | 317     | \$21.00     | \$6,657.00   | 317.00         | \$6,657.00             |
| 3    | SIGN REMOVAL                                    | EA   | 3       | \$40.00     | \$120.00     | 2.00           | \$80.00                |
| 4    | DRIVEWAY REMOVAL                                | SY   | 747.1   | \$11.00     | \$8,218.10   | 632.32         | \$6,955.52             |
| 5    | SIDEWALK REMOVAL                                | SY   | 279.3   | \$11.00     | \$3,072.30   | 190.79         | \$2,098.68             |
| 6    | STABILIZATION ROCK, CORE, AND PLACE             | TON  | 1510    | \$31.00     | \$46,810.00  | 3392.44        | \$105,165.64           |
| 7    | PCC DRIVEWAY                                    | SY   | 692.3   | \$58.00     | \$40,153.40  | 0.00           | \$0.00                 |
| 8    | 8" PCC PAVEMENT (SIDE ROAD)                     | SY   | 1033.1  | \$68.00     | \$70,250.80  | 0.00           | \$0.00                 |
| 9    | MODIFIED SUBBASE, 6"                            | SY   | 11797   | \$7.50      | \$88,477.50  | 11748.77       | \$88,115.81            |
| 10   | NON-WOVEN GEOTECHNICAL FABRIC                   | SY   | 12481   | \$3.00      | \$37,443.00  | 11130.00       | \$33,390.00            |
| 11   | PCC SIDEWALK, 4"                                | SY   | 1413.2  | \$52.00     | \$73,486.40  | 1302.22        | \$67,715.56            |
| 12   | PCC SIDEWALK, 6"                                | SY   | 274.3   | \$58.00     | \$15,909.40  | 0.00           | \$0.00                 |
| 13   | DETECTABLE WARNINGS                             | SF   | 156     | \$42.00     | \$6,552.00   | 0.00           | \$0.00                 |
| 14   | RCP STORM SEWER, 12"                            | LF   | 90      | \$58.00     | \$5,220.00   | 90.00          | \$5,220.00             |
| 15   | RCP STORM SEWER, 15"                            | LF   | 276     | \$63.00     | \$17,388.00  | 372.50         | \$23,467.50            |
| 16   | RCP STORM SEWER, 18"                            | LF   | 100     | \$72.00     | \$7,200.00   | 113.00         | \$8,136.00             |
| 17   | RCP STORM SEWER, 24"                            | LF   | 95      | \$79.00     | \$7,505.00   | 97.00          | \$7,663.00             |
| 18   | RCP STORM SEWER, 36"                            | LF   | 2770    | \$115.00    | \$318,550.00 | 2770.00        | \$318,550.00           |
| 19   | SW-401 STORM MANHOLE, 48"                       | EACH | 2       | \$5,250.00  | \$10,500.00  | 2.00           | \$10,500.00            |
| 20   | SW-401 STORM MANHOLE, 60"                       | EACH | 1       | \$9,450.00  | \$9,450.00   | 1.00           | \$9,450.00             |
| 21   | SW-401 STORM MANHOLE, 72"                       | EACH | 3       | \$10,500.00 | \$31,500.00  | 3.00           | \$31,500.00            |
| 22   | SW-501 SINGLE GRATE INTAKE                      | EACH | 4       | \$3,150.00  | \$12,600.00  | 5.00           | \$15,750.00            |
| 23   | SW-507 SINGLE OPEN THROAT INTAKE                | EACH | 7       | \$7,800.00  | \$54,600.00  | 10.00          | \$78,000.00            |
| 24   | SW-508 SINGLE OPEN THROAT INTAKE, CAST-IN-PLACE | EACH | 5       | \$7,800.00  | \$39,000.00  | 6.00           | \$46,800.00            |

City of Camanche Project: Camanche 9th Street Reconstruction Contractor: Manatt's, Inc.

| Pay Estimate: 03                      |
|---------------------------------------|
| 9/5/2023                              |
| For work performed through: 8/29/2023 |

| ITEM | DESCRIPTION                                     | UNIT     | EST QTY | UNIIT PRICE  | EXT AMT      | UNITS COMPLETE | VALUE OF WORK COMPLETE |
|------|---|----------|---------|--------------|--------------|----------------|------------------------|
| 25   | SW-509 DOUBLE OPEN THROAT INTAKE                | EACH     | 3       | \$9,450.00   | \$28,350.00  | 3.00           | \$28,350.00            |
| 26   | SW-510 DOUBLE OPEN THROAT INTAKE, CAST-IN-PLACE | EACH     | 3       | \$9,450.00   | \$28,350.00  | 3.00           | \$28,350.00            |
| 27   | SW-512 CIRCULAR AREA INTAKE, 18"                | EACH     | 4       | \$2,100.00   | \$8,400.00   | 4.00           | \$8,400.00             |
| 28   | RCP FLARED END SECTION, 18"                     | EACH     | 1       | \$1,600.00   | \$1,600.00   | 1.00           | \$1,600.00             |
| 29   | RCP FLARED END SECTION, 36"                     | EACH     | 1       | \$2,500.00   | \$2,500.00   | 1.00           | \$2,500.00             |
| 30   | RIP RAP   | TON      | 19.7    | \$55.00      | \$1,083.50   | 0.00           | \$0.00                 |
| 31   | SIGN ASSEMBLY                                   | EACH     | 5       | \$765.00     | \$3,825.00   | 0.00           | \$0.00                 |
| 32   | RUMBLE STRIP PANEL                              | EACH     | 2       | \$1,600.00   | \$3,200.00   | 0.00           | \$0.00                 |
| 33   | REMOVE, STOCKPILE, REINSTALL MAILBOXES          | EACH     | 17      | \$250.00     | \$4,250.00   | 0.00           | \$0.00                 |
| 34   | MAINTENANCE OF POSTAL SERVICE                   | LUMP SUM | 1       | \$1,200.00   | \$1,200.00   | 0.50           | \$600.00               |
| 35   | MAINTENANCE OF SOLID WASTE COLLECTION           | LUMP SUM | 1       | \$8,750.00   | \$8,750.00   | 0.50           | \$4,375.00             |
| 36   | TRAFFIC CONTROL AND PHASING                     | LUMP SUM | 1       | \$10,500.00  | \$10,500.00  | 0.50           | \$5,250.00             |
| 37   | PAVEMENT MARKINGS                               | LUMP SUM | 1       | \$3,000.00   | \$3,000.00   | 0.00           | \$0.00                 |
| 38   | TOPSOIL, SEEDING, AND FERTILIZING               | LUMP SUM | 1       | \$40,000.00  | \$40,000.00  | 0.50           | \$20,000.00            |
| 39   | EROSION CONTROL                                 | LUMP SUM | 1       | \$7,750.00   | \$7,750.00   | 0.50           |                        |
| 40   | MOBILIZATION                                    |          |         |              |              |                | \$3,875.00             |
|      | Bid Alternate #1                                | LUMP SUM | 1       | \$106,250.00 | \$106,250.00 | 1.00           | \$106,250.00           |
|      |   |          |         |              |              |                |                        |
| 1    | 6" HOT MIX ASPHLAT PAVEMENT                     | TON      | 2778    | \$90.00      | \$250,020.00 | 0.00           | \$0.00                 |
| 2    | PCC CURB AND GUTTER                             | LF       | 4978    | \$26.00      | \$129,428.00 | 0.00           | \$0.00                 |
| 3    | EARTHWORK                                       | LS       | 1       | \$40,000.00  | \$40,000.00  | 0.75           | \$30,000.00            |

# City of Camanche Project: Camanche 9th Street Reconstruction Contractor: Manatt's, Inc.

#### Pay Estimate: 03 9/5/2023 For work performed through: 8/29/2023

| ITEM | DESCRIPTION                                   | UNIT | EST QTY | UNIIT PRICE | EXT AMT     | UNITS COMPLETE | VALUE OF WORK COMPLETE |
|------|---|------|---------|-------------|-------------|----------------|------------------------|
|      | CHANGE ORDER 1                                |      |         |             |             |                |                        |
|      | WATER SERVICE ADJUSTMENT AND VALVE            | LS   | 1       | \$4,647.50  | \$4,647.50  | 1.00           | \$4,647.50             |
|      | CHANGE ORDER 2                                |      |         |             |             |                |                        |
|      | SUBGRADE STABILIZATION MATERIAL, GEOGRID      | SY   | 3500    | \$3.85      | \$13,475.00 | 4843.22        | \$18,646.40            |
|      | CHANGE ORDER 3                                |      |         |             |             |                |                        |
|      | STORM SEWER REVISIONS AT 9TH ST/CEDAR HEIGHTS | LS   | 1       | \$2,007.50  | \$2,007.50  | 1.00           | \$2,007.50             |
|      | BALANCING AS-BUILT QUANTITIES                 | LS   | 1       | \$63,527.04 | \$63,527.04 | 1.00           | \$63,527.04            |

#### **APPLICATION AND CERTIFICATION FOR PAYMENT**

| Original Contract Cost                 |              | \$1,645,038.90 |
|--|--------------|----------------|
| Contract Amendments                    |              | \$83,657.04    |
| CHANGE ORDER ONE                       | \$4,647.50   |                |
| CHANGE ORDER TWO                       | \$13,475.00  |                |
| CHANGE ORDER THREE                     | \$65,534.54  |                |
| Original Contract Cost and Amendmends  |              | \$1,728,695.94 |
| CURRENT PAY APPLICATION INFORMATION    | 4            |                |
| Value of Work Completed at Unit Prices |              | \$1,180,393.66 |
| Value of Materials Stored              |              | \$0.00         |
| Value of Work Completed and Stored     |              | \$1,180,393.66 |
| Less Retained Percentage (5%)          |              | \$59,019.68    |
| Less Pay Estimates Previously Approved |              | \$655,803.47   |
| Pay Application 1                      | \$275,419.44 |                |
| Pay Application 2                      | \$380,384.03 |                |
| Net Due This Pay Application           |              | \$465,570.51   |

Touling & Handle

8/31/2023

Shive-Hattery, Inc.

Date

Ashlug Rivet Manatt's, Inc. 8/31/23 Date

**City of Camanche** 

Date

#### AN ORDINANCE AMENDING THE CAMANCHE IOWA MUNICIPAL CODE BY AMENDING CHAPTER 18.60-C SIGN SUPPLEMENTARY REGULATIONS

**Section 1. Purpose.** The purpose of this ordinance is to provide for additions to the Camanche Zoning Ordinance chapter 18.60-C Sign Supplementary Regulations by updating the code to reflect newer technology and to provide additional guidance for sign regulations.

**Section 2. Facts Found.** The City Council of the City of Camanche, Iowa hereby makes the following finding of fact:

- A. The Sign Supplementary Regulations portion of the Camanche Zoning Ordinance has been adopted with no regular enforcement
- B. Prior to more active enforcement, updates to the code to include definitions, modern technology and other guidance is prudent
- C. The recommendations by staff to the Camanche Planning and Zoning Commission have been reviewed and recommended for approval to the City Council

**Section 3. Amendment.** The Camanche, Iowa, Code of Ordinances for Zoning Chapter 18.60-C Sign Supplementary Regulations is hereby repealed and the following language is inserted in lieu thereof:

#### 18.60-C Sign Supplementary Regulations

#### Sections:

| 18.60.310 | Purpose                        |
|-----------|--------------------------------|
| 18.60.320 | Sign Definitions               |
| 18.60.330 | Signs Considered Accessory Use |
| 18.60.340 | Building Permit Required       |
| 18.60.350 | Temporary Signs Permitted      |
| 18.60.360 | Prohibited Signs               |
| 18.60.370 | Maintenance and Removal        |

<u>18.60.310 Purpose:</u> The purpose of this chapter is to define a sign and related terms, and to protect and promote the public health, safety and welfare by establishing sign use, location, height and size requirements for signs so as to protect the public, and among other purposes, to provide for adequate vision air movement and traffic safety in all zoning classifications.

#### 18.60.320: Sign Definitions:

**Bulletin Board or Director Board:** A sign which identifies an institution or organization on the premises of which it is located and which contains the name of the institution or organization, the names individuals connected with it, and general announcements of events or activities occurring at the institution or similar messages. Such signs shall comply with the sign regulations of the zoning district in which it is located.

**Commemorative Sign:** A commemorative sign, cornerstone, or similar architectural feature memorializing a person, event, structure, or site is permitted in all zoning districts and shall be considered a part of the building or premises.

Digital Advertising Sign: means an electronic message sign which is installed in lieu of a non-illuminating advertising type sign.

**Directional Sign**: means a sign erected upon private property to provide pedestrian or traffic directions and which may bear a company logo or color scheme in addition to the directional arrow or word message and may contain no additional information.

**Electronic Message Sign**: A sign that displays a changing message or copy through the use of an electronically controlled and illuminated medium. Message or copy includes words, logos, or symbols that can change to provide different information. Electronic message signs include, but are not limited to computer signs, electronic reader boards, time and temperature signs, and other electronic signs. May include, but not limited to illuminated signs.

**Flashing Sign**: means any illuminated sign on which the artificial light is not maintained both stationary and constant in intensity and color at all times when a sign is in use excluding electronic reader board signs and electronic video signs

**Home Occupation Sign:** A sign containing only the name and occupation. Such sign shall comply with home occupation regulations.

**Identification Sign:** A sign whose copy is limited to the name and address of the building, business, trade, industry, institution, or person and/or to the activity or occupation being identified. Such sign shall comply with the sign regulations of the zoning district in which it is located.

Illuminated Sign: means any sign which has characters, letters, figures, design or outline illuminated by electric lights or luminous tubes as part of the sign proper

Menu Board: means a sign listing drive-up items in conjunction with a business serving customers in a car

Multi-Occupancy Building: means a building designed to be occupied by two or more separate businesses

**Nameplate:** Nameplates shall be permitted in any zoning district, provided that only one nameplate may be used for each separate occupant of any premises and not more than twelve (12) nameplates may be displayed on any building or zoning lot. Nameplates containing only the name of the family members residing on the premises, and not connected to any commercial activity or home occupation, may be placed on the premises and no building permit shall be required.

**Nonconforming Sign:** A sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.

**Off-Premises Sign (Billboard):** A sign structure advertising an establishment, merchandise, service, or entertainment which is not sold, produced, manufactured, or furnished at the property on which said sign is located (e.g., billboard or advertising sign). Such sign shall comply with the sign regulations of the zoning district in which it is located.

**On-Premises Sign:** A sign which pertains to the use of the premises on which the sign is located. Such sign shall comply with the sign regulations of the zoning district in which it is located.

Projecting Sign: A sign that is wholly or partly dependent upon a building for support and which projects more than 12 inches from such building.

**Reader Board Sign**: means a sign with separate inset electronic panels, letters, and/or symbols or changeable copy which can be easily removed and which are or is periodically changed. Electronic message boards are considered reader board signs if a single message is displayed for not less than seven (7) seconds and the text messages are in amber or a similar color with equal or lesser intensity colored lights.

**Setback for a Sign**: means the shortest distance between a property or public right of way line and the surface or main supporting structure of a sign, whichever is closest

**Sign:** Any object, device, display, or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

**Sign Area:** Sign area shall be the face area of the sign, including any framing, trim or molding, but not including the supporting structures.

**Temporary Sign:** A sign or advertising display constructed of cloth, canvas, fabric, plywood, or other light material and design or intended to be displayed for a short period of time.

<u>18.60.330</u> Signs Considered Accessory Use: All signs shall be considered accessory use structures by definition and shall be subject to the sign regulations of the zoning district in which the sign is located, except that billboard signs may be considered as a permitted use in the B-1, B-2, and B-3 business districts subject to the provisions of this ordinance.

<u>18.60.340</u> Building Permit Required: A building permit shall be required for all signs erected or reconstructed within the City of Camanche unless otherwise exempted by this Ordinance.

<u>18.60.350</u> Temporary Signs Permitted: The following signs are permitted temporarily in any zoning district:

A. Signs advertising the name, time, and place of a show, carnival, festival, bazaar, or similar event conducted by a public agency or for the benefit of a recognized civic, fraternal, religious, or charitable organization; and provided further, that all such signs shall be removed within five (5) days of the last day of the event to which they pertain.

B. Signs of any political party, or announcing the candidacy of any individual for political nomination or public office, provided that such signs shall conform to all sign requirements for the district in which they are located, and provided further that all signs shall be removed no later than seven (7) days after the date of the election to which they pertain.

C. Signs pertaining to the construction, lease, or sale of a building or premises, provided that the sign does not exceed six (6) square feet in area; and provided further that there is only one such sign on premises for each frontage on a public street.

D. All temporary signs shall not interfere with the visibility at intersections as established in Section 18.60.230 of this Ordinance.

<u>18.60.360</u> Prohibited Signs: The following signs are prohibited:

A. Any sign that uses the words "Stop" or "Danger" or otherwise presents or implies the need for requirement of stopping or caution, or which is an imitation of or likely to be confused with any sign customarily displayed by the State of Iowa or political subdivision thereof.

B. Any sign within the required visibility triangle of a corner lot.

C. Any sign that obstructs any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, or egress from any building.

D. Any sign or illumination that causes direct glare into or upon any building other than the building to which the sign may be related.

E. Any signs or components which feature revolving beacons, sequential flashers, flashing signs and all other similar devices.

F. Any sign that obstructs reasonable visibility of a sign displayed by public authority, or which otherwise unreasonably distracts attention from a sign displayed by public authority, for the purpose of traffic direction or other public information.

G. Open House, For Sale, Garage Sale Signs. Open house, for sale and garage sale signs, and the like may not be placed within the street rights-of-way, easements, roadway surface, sidewalks, medians, and decorative surfaces, or within 300 feet of major arterial street intersections. Any sign so placed is a nuisance and traffic hazard and is hereby determined to be in violation of the sign regulations. Signs for any sale under this section may not be placed more than six blocks from the location of the sale. Signs under this section may be placed no earlier than the day before the event and must be removed the day after the event.

H. Any signage on the rear or side of a building. Signage shall be permitted on the side of a building when the structure is on a corner lot.

#### 18.60.365 PERFORMANCE STANDARDS.

#### 1. Lighting Regulations.

A. All illuminated signs shall have an indirect or diffused light source and be designed so as not to direct rays of light onto public streets or adjacent property, thereby creating a nuisance or safety hazard.

B. Electronic message boards used as changeable copy signs or reader boards shall be required to adjust in intensity related to ambient light levels.

C. There shall be no flashing signs or use of flashing messages or pictures of any type including electronic message signs and video signs permitted in any district. For the purpose of this section, electronic message signs with smooth transitions such as fading or slow scrolling would not be considered flashing. For the purpose of this section video signs which display consistent images without dramatic changes in either image or intensity intended specifically to draw attention to the sign would not be considered flashing.

 Changeable Copy and/or Reader Boards. A maximum of one-half of the total copy area allowed for a freestanding sign may be used for changeable copy or reader board.

 Placement of Signs on Driveway Island or Entrance. No permanent or temporary sign shall be located upon a driveway median for a distance of a minimum of ten feet from a public street right-of-way.

4. Change of Sign Message. Upon any change or replacement of more than a sign face within an existing cabinet, the sign will constitute a new sign, requiring a new initial fee, and issuance of a new permit. If the sign does not exceed the size requirement as provided in this chapter and the change is in content only, an application and drawings must be submitted, but the fee will not be required.

5. Nonconforming Signs; Continuation of Previously Permitted Signs. Existing signs, other than temporary signs, which were permitted under sign regulations in effect prior to enactment of the

ordinance from which this chapter is derived may be kept as and where they were then located, even though they may not conform to these regulations. Upon replacement of any elements of the sign other than the sign faces within an existing cabinet, there must be compliance with these regulations, unless the replacement is for the purpose of repair and is 100% identical to the original.

A. New off premises advertising signs (billboards) are not permitted. Existing non-conforming billboards are allowed to be converted to digital advertising signs subject to the following criteria:

(1) For every one existing sign face converted from non-electronic to an electronic digital message sign, two other existing non-electronic billboard sign faces must be removed. Sign faces shall be removed so that in no instance shall a sign face be left on a structure without another sign face backing up to it and consequently exposing the back side of the sign structure.

(2) The digital advertising sign may not exceed the height or size (sign area) of the existing sign being replaced.

(3) The digital advertising sign shall be supported by a monopole structure, unless otherwise approved by City staff.

(4) The maximum brightness of the digital advertising sign shall not exceed a luminance of 5,000 NITS during daylight hours. The maximum brightness of the sign shall not exceed a luminance of 500 NITS during the period from dusk to dawn.

(5) The digital advertising sign shall have an automatic dimmer control or ambient light monitors to produce an illumination change from a higher illumination level to a lower one for the period of time from dusk to dawn.

(6) Any image or message displayed on the digital advertising sign must have a minimum duration time of eight seconds.

(7) The transition from one image to another shall appear instantaneous. The use of special effects or specialized transitions is prohibited.

(8) Each image must be static and not contain any type of motion, animation, scrolling of text, or sequential displays.

(9) Digital advertising signs shall not be within 1000' of each other when facing the same way.

(10) All approved digital advertising signs shall be made available for usage for Amber Alerts and other Emergency Community Notifications as deemed necessary by appropriate Emergency and Law Enforcement Agencies and community information approved by the City Council and City staff.

(11) All digital advertising signs will be permitted only after obtaining all applicable permits from the City and payment of all permit fees, provided the standards and restrictions in this section, as well as all applicable requirements of all other adopted ordinances and regulations of the City, are met. 6. Illegal Signs. When an illegal sign exists upon a parcel of land or business property, the City may refuse to issue a permit for any other sign on that property until the illegal sign is removed.

 Exposed Structural Components. Exposed backs of all signs and the sign structure must be painted a neutral color and otherwise be maintained so as not to have an adverse effect upon the adjacent property.

8. Signs Which Interfere with Traffic Signs, Signals or Devices. No sign shall be installed or allowed to exist, which, by reason of position, shape, color, or wording, would interfere with the proper functioning of any official traffic sign, signal, or device.

 Minimum setback for a Sign from the right-of-way line shall be 5 feet. Minimum Setback for a major anchor / shopping center shall be 10 feet. Minimum setback for Menu Boards shall be 20 feet.

10. On site directional signs, not exceeding a maximum of two square feet per sign, shall be permitted in any multi-family, commercial, industrial, or institutional zoning district for the purpose of directing vehicular or pedestrian traffic in a safe and convenient manner and shall not require a permit.

11. Any type of sign illuminating light in any fashion which is in an area zoned R-1, R-2, R-S or R-M shall not operate between the hours of 11:00 PM and 5:00 AM.

<u>18.60.370 Maintenance and Removal:</u> All signs and sign structures shall be maintained in a neat appearance and proper state of repair. Signs not properly maintained or which advertise a use which has been discontinued shall be removed by the owner within thirty (30) days after discontinuance of the use advertised, or may thereafter be removed by the authorized official of the City and such removal expense shall be charged to the sign owner.

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

**Section 5.** <u>Severability Clause</u>. 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.** <u>When Effective</u>. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023 and

approved this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 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 \_\_\_\_\_, 2022, as required by law.

Date

Toni L. Schneider, City Clerk

RESOLUTION \_\_\_\_\_

#### A RESOLUTION ADJUSTING BUILDING PERMIT FEES FOR THE CITY OF CAMANCHE

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

**Whereas**, Chapter 18.70.265 of the Camanche Zoning Ordinance provides that the fees for building permits 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 building permits

**Now Therefore Be It Resolved** that the fees charged for building permits issued by the City of Camanche on or after September 19, 2023, are hereby established as follows:

A) **Residential Storage buildings** up to 150 square feet in size \$50. Over 150 square feet in size \$50.00 plus \$0.25 per square foot.

- B) Garages \$50 + \$0.25 per square foot
- C) Wooden or Polymer decks \$50
- D) Patios and concrete slabs \$50
- E) Fences and retaining walls \$50
- F) Swimming pools \$50
- G) Room additions \$50 + \$0.25 per square foot
- H) **Principal dwellings** \$200 + \$0.35 per square foot of the entire building.

I) **Commercial buildings**, office buildings, apartments, warehouses and other similar buildings \$200 + \$0.35 per square foot.

J) Roof (required for repair or replacement of 50% or more of the roof square footage) \$50

- K) Siding (required for repair or replacement of 50% or more of the sided square footage) \$50
- L) Windows or doors (increasing size of existing) \$50
- M) Site Plan Review \$250
- N) Plan Review Rate (Per Hour Per Reviewer) \$85

**Be It Further Resolved** that there are new permit and permit fee requirements which are established as follows:

- O) Water Heater \$25
- P) Electric Reconnection Inspection \$25
- Q) Electric / Plumbing \$50
- Q) HVAC / Boiler / Geothermal \$50

All building construction values will be taken from the Building Valuation Data of the Uniform Building Code, using regional modifiers for this area.

Adopted by the Camanche City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Attest: Toni L. Schneider, City Clerk

Austin Pruett, Mayor

# MONTHLY REPORT

# **JULY 2023**

CAMANCHE POLICE DEPARTMENT



| Monthly Statistics          |      | 3 yr. Average |
|-----------------------------|------|---------------|
| Squad Miles Driven          | 4115 | 5881          |
| Monthly Calls for Service   | 739  | 895           |
| Annual Calls for<br>Service | 6188 | 10,751        |
| New Cases                   | 29   | 26.4          |
| Ambulance/FD Assists        | 55   | 57.3          |
| MV Collisions               | 5    | 5.58          |
| Arrests                     | 14   | 9.80          |
| Traffic Stops               | 75   | 84.8          |
| Citations                   | 37   | 29.11         |
| Warnings/Memos              | 25   | 54.13         |
| Mutual Aid *                | 40   |               |
| SIFA Logged                 | 460  | 558.6         |

Self-Initiated Field Activity Business checks Citizen assists Community policing Foot patrol Found property Out with vehicle School checks Subject stops Suspicious subjects Suspicious vehicles Traffic stops Etc.

Mutual Aid calls are both to and from other agencies and reflect the total number of officers involved. For example, if two Camanche Officers are dispatched to assist the Clinton County Sheriff's Office that would account for two mutual aid calls. There is no 3 year average taking these numbers into account.

## **Investigations & Patrol**

- CAP23000148 On 07/01/23 CAPD made contact with a vehicle stopped in the middle of the road on 3<sup>rd</sup> Street near S. Washington Blvd. The driver, Kristan Fairchild Montey (34) was subsequently arrested for OWI and cited for open container.
- CAP23000149 On 07/01/23 CAPD was dispatched to and investigated a single vehicle accident at 37<sup>th</sup> Ave/Hwy 67.
- CAP23000150 On 07/01/23 at approximately 2250 hours, CAPD conducted a traffic stop on a vehicle at 14<sup>th</sup> Ave/6<sup>th</sup> St for not having headlamps or rear lamps. The driver, Travis Ray Nath (34) was subsequently arrested for OWI 2<sup>nd</sup> and cited for expired registration and fail to use headlamps.
- CAP23000151 On 07/04/23 CAPD conducted a traffic stop on a vehicle on Hwy 67/Hwy 30 for speeding. The driver, Antonio Maximo Benavides (42) was subsequently arrested for OWI and cited for speeding and open container.
- CAP23000152 On 07/04/23 CAPD responded to a report of a hit and run accident near the CP RR crossing at 9<sup>th</sup> Ave/4<sup>th</sup> St.
- CAP23000153 On 07/05/23 CAPD conducted a traffic stop on a vehicle on Hwy 67 near 7<sup>th</sup> Ave for speeding. A PC search was conducted on the vehicle and two juveniles were transported to the Camanche PD. The driver, Jacob Preston Balls (19) was cited for speeding and no insurance. A 15 year old male passenger was charged with possession of drug paraphernalia.
- CAP23000154 On 07/05/23 CAPD opened a drug investigation and on 07/13/23 CAPD and CCSO executed a search warrant at 1311 4<sup>th</sup> Street. Brandon Lee Kemp (31) was cited for possession of drug paraphernalia and driving while suspended. Erin Leann Goff (35) was also cited for possession of drug paraphernalia.
- CAP23000155 On 07/09/23 CAPD conducted a traffic stop on a vehicle at 10<sup>th</sup> Place/7<sup>th</sup> Ave for an equipment violation. The driver, Cole Joseph Horton (19) was subsequently arrested for OWI 1<sup>st</sup> and possession of drug paraphernalia. Horton was also cited for improper brake light, no insurance, and possession of alcohol by persons under 21.
- CAP23000156 On 07/10/23 CAPD conducted a traffic stop on a vehicle for speeding on Hwy 67 near 21<sup>st</sup> Street. The driver, Eric Joseph Teske (18) was subsequently arrested for OWI 1<sup>st</sup> and cited for possession of alcohol under 21, speeding, and improper registration lamp.
- CAP23000157 On 07/12/23 CAPD took a trespassing report from a resident in the 100 block of 21<sup>st</sup> Street.
- CAP23000158 On 07/12/23 CAPD investigated a single vehicle car vs. deer accident at 9<sup>th</sup> Street/Hwy 67.
- CAP23000159 On 07/14/23 CAPD responded to and investigated a hit and run/reckless driving report along Hwy 67 where the vehicle struck three mailboxes in front of 1101 Hwy 67.
- CAP23000160 On 07/14/23 CAPD investigated a two vehicle property damage accident at 308 21<sup>st</sup> Street.

## Investigations & Patrol

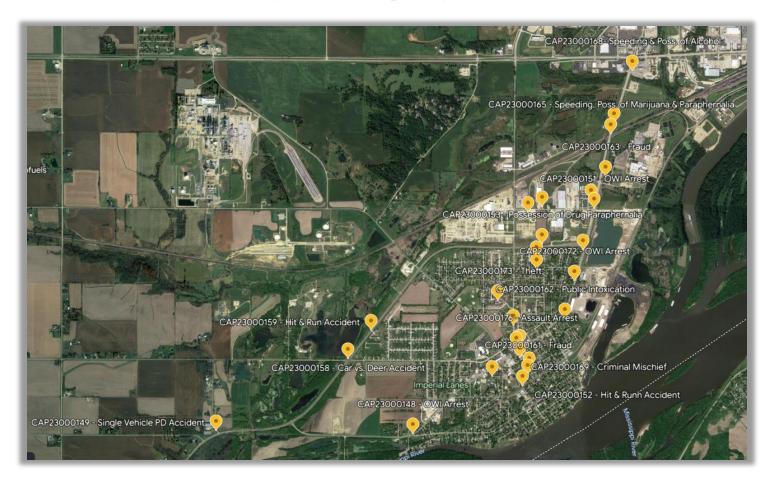
- CAP23000161 On 07/14/23 CAPD took a credit card fraud report from a resident in the 500 block of 8<sup>th</sup> Ave.
- CAP23000162 On 07/14/23 CAPD received a call of an intoxicated subject in the 1000 block of 2<sup>nd</sup> Ave. Officers subsequently arrested Thomas Ray King Jr. (49) for public intoxication.
- CAP23000163 On 07/17/23 CAPD received a report from 1<sup>st</sup> Gateway credit Union regarding several fraudulent checks.
- CAP23000164 On 07/18/23 CAPD responded to a medical call to a residence in the 1500 block of Harts Ave at which time officers conducted a death investigation.
- CAP23000165 On 07/19/23 CAPD conducted a traffic stop for speeding and window tint on Hwy 67 at the viaduct. A 17 yr. old juvenile male was subsequently charged with possession of marijuana 2<sup>nd</sup> offense, speeding and issued a warning for window tint.
- CAP23000167 On 07/20/23 CAPD conducted a traffic near Kwik Star at Hwy 30/67 for an equipment violation and expired registration. A 17 yr. old male subject was cited for insufficient number of headlights and charged with possession of drug paraphernalia.
- CAP23000168 On 07/21/23 CAPD conducted a traffic stop for speeding near Kwik Star at Hwy 30/67. The driver, a 16 year old female was issued a warning for speeding. Passengers, Two 15 yr. old males, were charged with possession of alcohol while being under age.
- CAP23000169 On 07/21/23 CAPD investigated and resolved a juvenile incident involving a criminal mischief report in the 700 block of 8<sup>th</sup> Ave. Associated with CAP23000170.
- CAP23000170 On 07/21/23 CAPD investigated and resolved a juvenile incident involving a criminal mischief report in the 700 block of 6<sup>th</sup> Street.
- CAP23000171 On 07/25/23 CAPD received a theft report from the City of Camanche regarding the theft of city equipment & services.
- CAP23000172 On 07/27/23 CAPD conducted a traffic stop in the 1400 block of N. Washington Blvd for speeding. The driver, Evan Dion Weets (27) was subsequently arrested for OWI 1<sup>st</sup> and cited for speeding and no insurance.
- CAP23000173 On 07/27/23 CAPD took a theft report from a resident in the 1200 block of 7<sup>th</sup> Ave in reference to a stolen bicycle valued at \$312. The bike was later located and returned to the owner.
- CAP23000174 On 07/29/23 a representative from Kwik Star reports the theft of a donation box.
- CAP23000175 On 07/29/23 CAPD conducted a traffic stop for an equipment violation. The driver, Devante Demetrius McGee (22) was subsequently arrested for possession of marijuana 2<sup>nd</sup> offense.
- CAP23000176 On 07/30/23 CAPD officers were approached at Kwik Star and advised of an assault. Natalie Beth Krogman (18) was subsequently arrested for assault with intent to cause injury.

# Investigations & Patrol

CAP23000177 – On 07/30/23 CAPD responded to and subsequently investigated an RV fire in a parking lot on 21<sup>st</sup> Street near 7<sup>th</sup> Ave.

# Statistical Crime Mapping

#### July 2023 Case Reports by Location

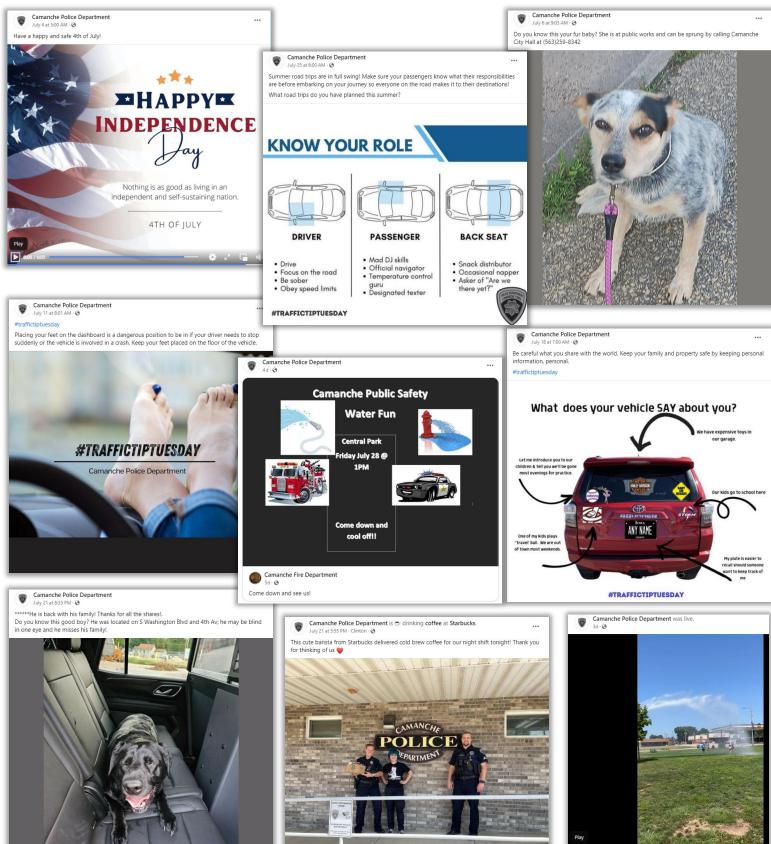


# Staffing

|                  | Hours |
|------------------|-------|
| Vacation         | 48    |
| Personal Time    | 24    |
| Sick Time        | 34.5  |
| Bereavement      | 0     |
| Overtime         | 42.75 |
| Comp Time Earned | 10    |

# Policy

Reviewed and updated our policy J-4 regarding records, records requests and the associated fees to reflect updated Iowa law and Camanche resolution 19-36.



Cpl. Elliott's weather updates, traffic tips, etc. on our Facebook page.

Play **0:13 / 0:36** 

# **Community Outreach**



SRO Snodgrass participated in the Shop with a Cop "Back to School" addition at Walmart.



On July 17<sup>th</sup> SRO Snodgrass spoke to the children at APK.

# Community Outreach



On July 15<sup>th</sup> CAPD assisted with traffic control for the 3<sup>rd</sup> Annual 2023 First Responder Ride.



# Training & Equipment - (88.25 hours of training in July)









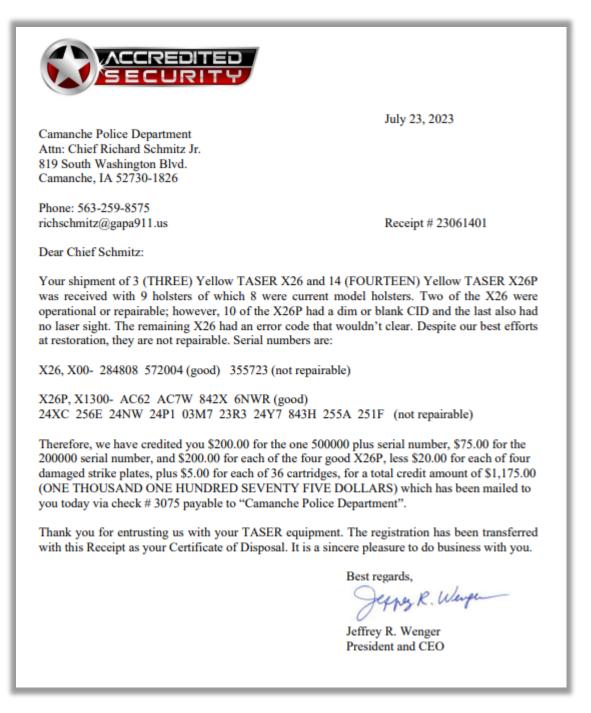


## Training & Equipment



#### Training & Equipment

At the April 4<sup>th</sup> city council meeting council authorized the sale of our outdated Axon Tasers and associated holsters and cartridges. The department received \$1175.00 for that equipment from Accredited Security.



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