## 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: <a href="https://hello.freeconference.com/conf/call/2898487">https://hello.freeconference.com/conf/call/2898487</a>

# (PLACE YOUR PHONE ON MUTE UNTIL PUBLIC COMMENTS) OCTOBER 7, 2025

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

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

#### **Consent Agenda:**

- 1) Approve Minutes from Council meeting held on September 16, 2025
- 2) Approve bills and claims as submitted
- 3) Receive, accept and place on file draft minutes from the Park and Recreation Commission meeting on September 22, 2025
- 4) Approve Proposal from River City Fencing, Inc. for fence replacement at Platt Park \$9,240.00 from Park and Recreation budget
- 5) Approve payment of invoice from Nave Rotary Kiln for repairs to steps at 10<sup>th</sup> Avenue Pump Station \$2,141.00 Sewer Fund
- 6) Approve Class C Retail Alcohol License with Outdoor Service for Donald J's Poor House Tap effective October 11, 2025
- 7) Approve payment of Manatt's invoice for road work on 11<sup>th</sup> Place and 12<sup>th</sup> Place \$90,912.00
- 8) Approve salt purchase for FY26 200 tons @ \$110 per ton \$22,000.00 plus estimated delivery of \$4,010.00 from Great Lakes Salt Company
- 9) Approve payment of Pay Application #2-Final, Retainage from Eastern Iowa Excavating & Concrete for the 9<sup>th</sup> Avenue Culvert \$932.21
- 10) Approve payment of Plumbing Services Plus invoice for replacement of 4" water main valve at 13<sup>th</sup> Ave & 3<sup>rd</sup> Street \$3,375.00
- 11) Approve payment of McManus Construction Services, Inc. invoice for excavation and sidewalk replacement-fire hydrant repairs at 16<sup>th</sup> Ave and Dead End 16<sup>th</sup> Place \$8,420.00
- 12) Receive, accept and place on file draft minutes from the Library Board meeting on October 1, 2025

#### **Unfinished Business:**

- 1) 28E Agreement with Clinton County Communications (Pruett)
- Sewer Rate Presentation (Kida)
- 3) Review RFQ Proposal

#### **New Business:**

1) Discussion and possible approval of negotiated proposed documents relating to PFAS remediation, including Connection to Public Water System Agreement; Second

and Third Amendments to Schedule A 3M-City of Camanche Reimbursement Agreement.

- 2) Solid Waste Proprietary Fund Review (Kida)
- 3) Water Utility Funding Review (Kida)
- 4) Accept letter of retirement from Fire Chief Dave Schutte
- 5) Approve a Resolution Appointing Jim Sowle as Incoming Fire Chief
- 6) Approve proposed contract for Jim Sowle to becoming the Incoming Fire Chief beginning November 7, 2025
- 7) Authorize Chief Schutte to extend a conditional offer of employment to fill a vacancy in the Fire Department
- 8) Adopt a Resolution Authorizing the Transfer of Money Between City Funds and Authorizing Certain Funds to be Closed Permanently 9<sup>th</sup> Street Project Fund (Schneider)

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-Historical Board

1-Planning and Zoning

1-Park and Recreation Commission

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Roll Call
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Pledge of Allegiance
Approval of Agenda

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- 12) Receive, accept and place on file draft minutes from the Library Board meeting on October 1, 2025
- 13) Approve payment of invoices from Specialized Sealcoating for sealcoating the Splashpad parking lot \$4,160.95 and crack sealing in Murphy's subdivision \$5,000.00

#### **Unfinished Business:**

- 1) 28E Agreement with Clinton County Communications (Pruett)
- 2) Sewer Rate Presentation (Kida)
- 3) Review RFQ Proposal

#### **New Business:**

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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-Historical Board

1-Planning and Zoning

1-Park and Recreation Commission

#### City of Camanche September 16, 2025

The City Council of the City of Camanche, Iowa met in regular session September 16, 2025, at 6:00 p.m. at Camanche City Hall. Present on roll call: Mayor Austin Pruett presiding, and Council members Bowman, Edens, Farrell (online), Klahn and Weller. Also present were City Attorneys Current, Frey and Roberts, City Administrator Kida, and Department Heads Grim, Pewe, Sergeant Parks for Schmitz, Schutte and Schneider.

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

Moved by Councilman Klahn, second by Councilman Weller to approve the Agenda. On roll call – all Ayes.

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

Moved by Councilman Bowman, second by Councilman Klahn to approve the Consent Agenda, which covered the following: Approve minutes from the Council meeting held on September 2, 2025; approve Abstract No. 880 which includes the following:

CAMANCHE WATER WORKS	3RD QTR 2025 WATER/SEWER BILLS	693.21
CLINTON HERALD	LEGAL PUBLICATIONS	505.18
CLINTON HUMANE SOCIETY	2 KITTENS, 3 DAYS EACH	150.00
CITY OF CLINTON	28E SEWER CONTRACT-2 MONTHS	48,000.00
CL CO AREA SOLID WASTE	YARD WASTE	214.28
CULLIGAN	DISPENSER RENT-CITY HALL	10.00
EASTERN IA LIGHT & POWER	SECURITY LIGHT-ANAMOSA RD,9TH ST	75.84
HOME DEPOT CREDIT SERVICE	LAVATORY, FAUCET, DRAIN-PW SHOP	208.93
IOWA ONE CALL	169 ONE CALL LOCATES	152.10
IMFOA	11082 SCHNEIDER FALL CONFERENCE	225.00
INGRAM BOOK COMPANY	BOOKS	83.40
VOYA	457 PLAN DEDUCT	1,975.00
J & C ENTERPRISES	AUG 25 COLLECTION	95.68
LECTRONICS INC	ALARM SERVICE-LIBRARY	60.00
WILLIAM LODGE	REIMBURSE GLASSES	200.00
MAGUIRE IRON INC	9TH ST WATER TOWER MAINT AGRMT	2,250.00
MCMANUS CONSTRUCTION SERV	WATER SHUTOFF REPAIR 121 10TH AV	950.00
MEDICAL EQUIPMENT SERVICE	REPLACE AED BATTERIES-ALL CITY AED	2,253.65
MEDIACOM	INTERNET	626.15
MICROMARKETING LLC	1 DVD	33.24
MIDAMERICAN ENERGY CO	STREET LIGHTING	2,668.92
MUNICIPAL FIRE & POLICE	MUNICIPAL PENSION	15,155.40
GREG NELSON	AUG 25 AMBULANCE STIPEND	108.00
O'REILLY AUTOMOTIVE INC	FUEL ING,IGN COIL-BLDG INSP CAR	150.19
POSTMASTER	MAIL 3RD QTR WATER/SEWER BILLS	952.83
QUILL CORPORATION	CART, TISSUES, SWIFFERS-LIBRARY	243.32

MACQUEEN	GXCEL COAT, PANT SYSTEM	3,304.25
TREASURER STATE OF IOWA	AUG 2025 SALES,WATER EXCISE TAX	314.81
HAWKINS INC	150 GAL AZONE-WATER DEPARTMENT	547.52
JORDAN MOORE	AUG 25 AMBULANCE STIPEND	20.00
CHRISTY SCHUTTE	REIMBURSE CLOTHING ALLOWANCE	94.97
PETERSEN SANITARY INC	PORTABLE TOILETS-PARKS	1,190.00
NAPA AUTO PARTS INC.	OIL FILTER-AMBULANCE	29.33
STATE HYGIENIC LABORATORY	SAMPLE ANALYSIS	165.00
CLINTON ACE HARDWARE	REDUC COUPLING-PW GARAGE	9.98
ERIC DAU	AUG 25 PAID ON CALL	140.00
EASTERN IOWA EXCAVATING	PAY APPLICATION #5 SPLASH PAD	59,134.17
AMAZON	BOOKS/DVDS	86.08
SPARKLEAN	AUG 25 CLEAN-CHALL,PD,PW,CCTR	918.00
HSA ACCOUNTS	HSA- EMPLOYEES	2,840.00
VESTIS	RUGS,TOWELS-PW,CH;UNIF-PEWE	78.58
PLATINUM INFORMATION SERV	NEW COMPUTER-POLICE DEPARTMENT	1,783.15
BRENT BRIGHTMAN	AUG 25 AMBULANCE STIPEND	25.00
DANNY WELLER	AUG 25 AMBULANCE STIPEND	60.00
REPUBLIC SERVICES	AUG 25 CITY COLLECTION	33,562.00
GENESIS OCC HEALTH	MEDICAL DIRECTOR SERVICES	156.25
DUANE J WIESE	AUG 25 AMBULANCE STIPEND	12.00
CHRISTIAN MARSH	AUG 25 AMBULANCE STIPEND	20.00
JESSIE BAUGHMAN	AUG 25 AMBULANCE STIPEND	12.00
JENNIFER BIELEMA	AUG 25 AMBULANCE STIPEND	60.00
KEVIN DECKER	AUG 25 AMBULANCE STIPEND	24.00
JEFFREY HACKNEY	AUG 25 AMBULANCE STIPEND	12.00
MICHELLE SOWLE	AUG 25 AMBULANCE STIPEND	60.00
THOMAS FRANKLIN	AUG 25 AMBULANCE STIPEND	120.00
JOHN LUND	AUG 25 AMBULANCE STIPEND	25.00
MICHAEL BURMAHL	AUG 25 AMBULANCE STIPEND	12.00
TONY BLOMME	AUG 25 AMBULANCE STIPEND	24.00
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS	9,325.85
GREAT WESTERN SUPPLY CO	PAPER TOWELS-POLICE STATION	37.45
ACCESS SYSTEMS LEASING	SEP25 CHALL,PD,LIBRARY COPIERLEASE	686.64
KYLE DEWITT	AUG 25 AMBULANCE STIPEND	12.00
RILEY SOWLE	AUG 25 AMBULANCE STIPEND	20.00
HAROLD TEAGARDEN	AUG 25 AMBULANCE STIPEND	12.00
PLAYAWAY PRODUCTS	BOOKS/SUPPLIES-ENRICH IA FUNDS	234.97
SPOT FREE PROPERTY MAINT	WASH INT/EXT CHALL,CCTR WINDOWS	475.00
JEREMIAH JACOBSEN	AUG 25 PAID ON CALL	120.00
BOUND TREE MEDICAL, LLC	AMBULANCE SUPPLIES	96.34
CLINTON REG WATER RECL	SAMPLE ANALYSIS	90.00
JOE SNODGRASS	AUG 25 AMBULANCE STIPEND	40.00
VISA	ILEA,FD,EMS TRAINING;MEETING SFTW	3,131.61
	•	-

	TOOLS, SUPPLIES-PW, LIBRARY, CHALL	
ANDREW BUTT	AUG 25 AMBULANCE STIPEND	20.00
T-MOBILE	POLICE DEPARTMENT CELL PHONES	281.68
EFTPS	FED/FICA TAX WITHHOLDING	13,962.22
DEPOSIT REFUNDS	REFUND DATE 09/08/2025	115.26
DEPOSIT REFUNDS	REFUND DATE 09/10/2025	83.80
PAYROLL CHECKS	PAYROLL CHECKS ON 09/12/2025	58,235.00
	CLAIMS TOTAL	269,860.23
	GENERAL FUND	93,875.05
	LIBRARY FUND	8,013.65
	PARKS FUND	2,633.96
	CEMETERY FUND	1,943.03
	ROAD USE FUND	8,380.60
	PFAS FUND	26.99
•	SPLASH PAD PROJECT FUND	59,134.17
	WATER UTILITY FUND	10,497.11
	SEWER UTILITY FUND	50,913.24
	LANDFILL/GARBAGE FUND	34,442.43

Accept City Clerk/Treasurer's August 2025 Report including Revenues: General Fund \$162,600.34, Library Fund \$17,284.10, Parks \$4,852.67, Cemetery \$5,506.81, Road Use \$52,762.34, Employee Benefit \$786.14, Police & Fire Pension \$1,526.04, Cross TIF \$2,006.65, LMI Housing-Cross \$1,229.88, P.C.&R Howson Trust \$101.56, Debt Service \$3,451.99, 3M Water Line Connection \$132,360.00, 3M Well #5 \$232,947.65, Splash Pad Project \$3,000.00, Water Utility Fund \$4,469.82, Sewer Utility Fund \$7,619.85, Landfill/Garbage \$3,176.91; Approve Change Order #1 Gingerich Well & Pump Services, LLC for Well #8 \$36,000.00; Approve payment of McManus Construction Services, Inc. invoice for water main street repairs-Anthony PI & 15<sup>th</sup> Ave. \$9,910.10; Approve payment of BWC invoice for water main repair 1011 15<sup>th</sup> Place \$2,766.34; Approve payment of Tapco invoice for additional flashing crosswalk signs \$27,505.05; Receive, accept and place on file draft minutes from the Park and Recreation Commission meeting on September 8, 2025; Receive, accept and place on file draft minutes from the Historical Board meeting on September 8, 2025. On roll call — all Ayes.

Regarding the 28E Agreement with Clinton County Communications, Mayor Pruett said they met last Tuesday and are still working on a final draft. He apologized for the delay.

Mayor Pruett read the Third Reading, by Title Only, of An Ordinance Amending the Camanche Code of Ordinances 3-10-2 Junk and Abandoned Vehicles and 3-10-12 Subsection 2 Exceptions.

Moved by Councilman Bowman, second by Councilman Weller to Approve the Third Reading of An Ordinance Amending the Camanche Code of Ordinances 3-10-2 Junk and Abandoned Vehicles and 3-10-12 Subsection 2 Exceptions. On roll call — Ayes — Councilmembers Weller, Farrell, Klahn, Bowman, Edens. Nays — None.

Moved by Councilman Bowman, second by Councilman Weller to Adopt An Ordinance Amending the Camanche Code of Ordinances 3-10-2 Junk and Abandoned Vehicles and 3-10-12 Subsection 2 Exceptions. On roll call – Ayes –Councilmembers Bowman, Edens, Farrell, Weller, Klahn. Nays – None.

Mayor Pruett read the Second Reading, by Title only, of an Ordinance Amending Chapter 6-11-8 Subsection 4 – Swimming Pools, of the Camanche Code of Ordinances.

Moved by Councilman Bowman, second by Councilman Weller to Approve the Second Reading, by Title only, of an Ordinance Amending Chapter 6-11-8 Subsection 4 – Swimming Pools, of the Camanche Code of Ordinances. On roll call - Councilmembers Bowman, Klahn, Edens, Farrell, Weller. Nays – None.

Moved by Councilman Weller, second by Councilman Bowman to Waive the Third Reading of an Ordinance Amending Chapter 6-11-8 Subsection 4 – Swimming Pools, of the Camanche Code of Ordinances. On roll call – Councilmembers Edens, Bowman, Klahn, Weller, Farrell. Nays – None.

Moved by Councilman Bowman, second by Councilman Weller to Adopt an Ordinance Amending Chapter 6-11-8 Subsection 4 – Swimming Pools, of the Camanche Code of Ordinances. On roll call – Councilmembers Farrell, Weller, Bowman, Klahn, Edens. Nays-None.

Under New Business was establishing Trick or Treat Hours for 2025. Councilman Bowman asked why we don't make this permanent, on Halloween from 6:00 p.m. until 8:00 p.m. since it is always the same. Kida said he thinks we need to do it as an Ordinance, but City Attorney Frey said it could be a Resolution; it is a relatively minor matter. A Resolution gives us an advantage as it would be easier to amend at a later date if something comes up. Councilman Bowman asked if he could offer a Resolution now and Frey said he can.

Moved by Councilman Edens, Second by Councilman Klahn to Approve the Resolution proposed by Councilman Bowman: Be it Resolved the City of Camanche hereby establishes Trick Or Treat Hours on Halloween night as 6:00 p.m. until 8:00 p.m. On roll call — all Ayes.

City Administrator Kida gave a detailed presentation of the Sewer Fund, starting with a history of the Sewer System and the Fund back to 2012, emphasizing that it is a business operation. Camanche previously had a sewage treatment facility but now we have a force main and send our wastewater to Clinton for treatment. The debt to build the force main was issued without a mechanism for repaying the debt so the Sewer Debt Fee was added to the bills in 2017 and has been used for repayment of this debt, which will be repaid in 2031. In addition to that, we have transferred money from the Water Fund to help keep the Sewer Fund solvent, but that is not solving the problem. He showed multiple graphs, charts and a spreadsheet with the data showing expenses and revenue, trends, debt repayment and Clinton Capital Reserve payments. All graphics indicate how the business is falling behind. He noted there are really not places where we could find efficiencies, as the expenditures are mainly for repairs and maintenance of the system and for the 28E with Clinton and the Capital Reserve contract. At

the end of the presentation was a dashboard developed by the University of North Carolina for the lowa League of Cities that shows where our sewer rates are in comparison to other lowa cities. The number they used for Camanche included our solid waste fees, so it is overstated. With this, we are still extremely far below most of the other cities in the study. Councilman Bowman said he is not impressed by a comparison with other cities, and it is not justification to raise rates. He feels the question is, are we covering our expenses. Councilman Edens feels that the numbers are not accurate because they include solid waste fees; he has a hard time seeing these numbers and subtracting our solid waste fees. Kida provided further explanation by also showing the water dashboard. Councilman Bowman summed it up by saying that we, as a governing body, need to talk about making a decision about raising rates. Councilman Klahn said he couldn't care less what others pay; we need to get back in the green. He tasks Kida as the City Administrator to come up with numbers that don't go too far. Bowman doesn't know what that means; 4-5 years? Mayor Pruett said 2-3 years; we have a Fund Balance Policy we are not following. Kida said Council needs to come up with the timeframe. Councilman Weller added that we need to look at the health of our infrastructure also. Kida said we could add a Capital Improvement Fee and increase the rates. We can also borrow ourselves out of the deficit. Edens said we need to establish a fund, then borrow. Bowman asked Kida to put numbers together for a 3-4 year timeframe.

Councilmembers were provided a copy of the current Fareway Site Plan and Scott Kinne with Fareway was in attendance online. This plan does not require subdivision; but instead, a survey plat to be filed with the office of the recorder. If Fareway sells off parcels in the future, it may need subdivision. Mr. Kinne stated that it is Fareway's intent to work with the neighbors to help ease the transition to their property. Kida said the City will work with Dorsey & Whitney when it comes to the development agreement, including any and all infrastructure. Also, Councilman Klahn noted some errors on the drawings.

Chief Schutte presented the August 2025 Camanche Fire Department report and Sergeant Parks presented the August 2025 Camanche Police Department report. She also noted a situation where Officer Davison responded to a motor vehicle accident removed an unconscious driver from a vehicle partially engulfed in flames and administered first aid until the ambulance arrived. It was his first MVA since finishing Field Training and she could not be prouder of the professional way he handled the situation, likely saving this person's life.

Kida said well 8 test well drilling has begun. Movement of a very large tower from ARTCO to Lyondell will take place around 10/24/25, via Hwy 67, the roundabout, 9<sup>th</sup> Ave. and Anamosa Road. It will be a night move to lessen traffic impact and will be a very coordinated effort. Grow Clinton will host, and provide a moderator for, a Candidate Forum, at Camanche City Hall on 10/20/25 at 6:00 p.m. Councilman Klahn congratulated Schneider for earning her Certified Municipal Clerk and Certified Municipal Finance Officer designations. Councilman Bowman thanked Park and Rec for Party in the Park. He mentioned the inspection report from the interior of the water tower, the interior coating noted as fair to poor. Public Works Director Pewe said he will be planning for that next year. Bowman said he will be out of town for the next meeting. Councilman Weller said Party in the Park went well and noted the Homecoming Party in the Park is at Central Park tomorrow with the bounce house and a DJ. Library Director

Grim gave a presentation for the Library, giving patron and circulation statistics for May through August. She also talked about the multiple programs over this time period for adults, children and teens. They are going for educational and informational programs. Schneider reminded everyone of the deadline for election paperwork; 5 p.m. 09/18/25.

Mayor Pruett called for Public Comments. Mary Griswold 2004 14<sup>th</sup> Street addressed the Library expansion; she is in favor. A Library is more than just books. She has been in Camanche for 51 years and her kids were very involved in the Library. She is a lifelong learner and is also very involved in the Library. She is in the Friends of the Library and is in 2 book clubs and wants to mention that the Library is more than books; our Library is a meeting place. It is one of the few meeting places in town that people can get together and share. Our Library is education and entertainment. Our Library is one of the most visited public buildings in the community. Our Library is the most beautiful Library along the river, and we need to take advantage of that. Our Library is a place to experience nature. So, why do we need an expansion? To update the building, to create more space, to expand the use of the location, to create more level parking, to create outdoor use on the river side, to create a bigger children's library space, quiet meeting spaces, and a need for moveable shelves. A Library is more than books.

Dave Willis 1433 3<sup>rd</sup> Street thinks it is out of line that the recent city newsletter stated vote yes for the Library expansion. Those of us not in favor of the referendum do not have the same opportunity or voice. It should have stated everyone please vote in the upcoming election. He feels the referendum should be disqualified and not allowed to be on the ballot due to this campaign interference. This suggests that all administration, City Council, department heads are telling everyone who received the newsletter to vote yes. His feelings. He thinks the city should send out an addendum to the newsletter immediately if not sooner, with an apology for overstepping the rights of all no voters to this referendum Library expansion. He asked if he could wear a shirt to the meeting that said vote no Library expansion – Kida and Schneider said yes, of course he could. He thanked Kida for showing everyone we couldn't afford the expansion. He then mentioned a train stopping people from getting to the Library and mentioned not being able to use the toilets because the sewer is busted. He said it's his feeling and a whole lot of others.

There were no additional Public Comments.

Mayor Pruett asked for requests from Councilmembers for items for future Agendas. There were no requests at this time.

Mayor Pruett adjourned the meeting at 7:47 p.m.

Austin Pruett Mayor

Toni L. Schneider City Clerk/Treasurer

CLAIMS REPORT				
VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE
AFLAC	AFLAC - PRETAX DEDUCTIONS	448.44		
AIRGAS USA, LLC.	CYLINDER RENTAL	13.95	96066	
ALLIANT ENERGY	GAS SERVICE	582.01	96092	
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUMS	2,259.82	96090	9/26/2025
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUMS	18,798.30	96104	
BOUND TREE MEDICAL, LLC	AMBULANCE SUPPLIES	43.30	96108	10/7/2025
BWC EXCAVATING	1011 15TH PL WATER MAIN REPAIR	2,766.34	96067	• •
CAMANCHE VOL FIRE DEPT	MONTHLY MAINTENANCE	500.00	96109	10/7/2025
CAMANCHE WATER WORKS	3RD QTR 2025 WATER/SEWER BILLS	724.98	96065	9/18/2025
CASEY'S BUSINESS MASTERCARD	93.29 GAL AMB; 47.45 GAL PUBL WORKS	669.14	10321078	
	9.92 GAL CEMETERY; 56.25 GAL FIRE	335121	100210,0	0, 20, 2020
CENTURYLINK	TELEPHONE EXPENSE	1,471.04	96068	9/19/2025
CENTURYLINK	INTERNET-HISTORICAL BUILDING	121.94	96110	
CERTASITE	FIRE EXTINGUISHERS-POLICE DEPT	273.95	96069	9/19/2025
CITY OF CLINTON	28E SEWER CONTRACT	24,000.00	96093	9/30/2025
CL CO AREA SOLID WASTE	YARD WASTE	217.80	96111	10/7/2025
CLINTON ACE HARDWARE	NUTS/BOLTS-PW SHOP	8.82	96112	
CLINTON COUNTY AUDITOR	PEANUT BUTTER ANNUAL FEE	327.14	96070	
COLLECTION SERVICES CTR	GARNISHMENT		10321085	9/26/2025
CONTINUOUS TOUCH, LLC	SIP TRUNKING	161.37	96113	
DES MOINES REGISTER	SUBSCRIPTION-LIBRARY	56.35	96114	
EASTERN IOWA COMM COLLEGES	ACLS RENEWAL #3127 D SCHUTTE	10.00	96071	9/19/2025
EFTPS	FED/FICA TAX WITHHOLDING	13,850.00	10321091	9/26/2025
EFTPS	FED/FICA TAX WITHHOLDING	355.74	10321051	10/2/2025
ENDLINE EXCAVATING	TREE REMOVAL - WELL #8	12,900.00	96072	
FBI-LEEDA	ELI-CLINTON 10/20/25 PARKS	795.00	96115	
FOLEY TREE CARE, LLC	2 HACKBERRY TREES-CEM; 1 TREE R-O-W	2,750.00	96116	
FREY, HAUFE & CURRENT PLC	LEGAL SERVICES-AUG 25	5,792.05	96073	
FREY, HAUFE & CURRENT PLC	LEGAL SERVICES-SEPT 25	6,197.58	96117	10/7/2025
IOWA GEMT PAYMENT PROGRAM	STATE SHARE-GEMT SEPT-OCT 2025	•	10321106	9/30/2025
HARTZ LOCK COMPANY	KEYS, TAGS-PUBLIC WORKS	10.50	96118	10/7/2025
HAWKINS, INC	170 GAL AZONE-WATER DEPARTMENT	590.49	96119	10/7/2025
HOME DEPOT CREDIT PLAN	LUMBER-BACK OF TRUCK, HAUL ROCK	10.76	10321108	10/1/2025
HOME DEPOT CREDIT PLAN	LUMBER-PLATT PARK BENCHES	146.80	10321108	• •
HOME DEPOT CREDIT PLAN	LUMBER-PLATT PARK BENCHES	259.27		•
HOME DEPOT CREDIT PLAN	LUMBER RETURNED		10321110	
HSA ACCOUNTS	HSA- EMPLOYEES	1,761.67	10321111	9/26/2025
IA DEPT OF PUBLIC SAFETY	ONLINE WATRANTS JULY-SEP 2025	300.00	96120	* *
ILEA	ONLINE CLASSES-PD STAFF	225.00	96121	• •
IMON COMMUNICATIONS, LLC	INTERNET-HISTORICAL BUILDING	124.98	96121	
INGRAM BOOK GROUP INC	BOOKS	44.07	96123	10/7/2025
IOWA DNR	ANNUAL WATER USE FEE #2933	115.00	96123	
IOWA ONE CALL IPERS	201 ONE CALL LOCATES	180.90	96125	10/7/2025
	IPERS	10,430.24	10321087	9/26/2025
IRD CONSULTING, LLC	YOGA ON THE DOCK 9/17,9/24	35.00	96126	10/7/2025
J & C ENTERPRISES	SEPT 25 COLLECTION	95.68	96127	• •
KWIK TRIP INC.	411.722G PWORKS;46.223G CEMETERY	2,385.23	10321079	9/17/2025

.

	32.598G FIRE;379.019G POLICE			
LECTRONICS INC	ALARM SERVICE-CITY HALL, LIBRARY	60.00	96128	10/7/2025
LESLIE ELECTRIC SERVICES INC	REPAIR LIGHTS-HWY67 WATERTOWER	398.64	96074	9/19/2025
LIBERTY NATIONAL	LIBERTY NATIONAL PRETAX DEDUCTS	266.72	96091	9/26/2025
PRINCIPAL LIFE INSURANCE CO.	LIFE INSURANCE PREMIUMS	273.27	96089	9/26/2025
PRINCIPAL LIFE INSURANCE CO.	LIFE INSURANCE PREMIUMS	1,199.33	96105	9/30/2025
LYNCH DALLAS, P.C.	WELL 8 LEGAL EXPENSES	954.70	96075	9/19/2025
MCMANUS CONSTRUCTION SERVICES	ST REPAIR-WATERMAIN-ANTHONY PL	9,910.10	96076	9/19/2025
MCMANUS CONSTRUCTION SERVICES	GRAVE-POWELL	650.00	96129	10/7/2025
MEDIACOM	INTERNET-SCADA SYSTEM, INTERNET	706.94	96130	10/7/2025
MICROMARKETING LLC	BOOKS/DVDS	50.39	96131	10/7/2025
MID-AMERICAN RESEARCH CHEMICAL	WEED CONTROL	539.98	96077	9/19/2025
MIDAMERICAN ENERGY CO	ELECTRIC SERVICE	5,591.00	96079	9/19/2025
MIDWEST GROUP BENEFITS	MONTHLY SERVICE FEE	152.25	96080	9/19/2025
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS	456.23	10321080	9/17/2025
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS		10321107	9/24/2025
MIDWEST GROUP BENEFITS	WEEKLY CLAIMS		10321112	10/1/2025
MITCHELL JAHNS	REIMBURSE IAAI FIT APPLICATION	256.00	96106	9/30/2025
MODERN MARKETING	AMERICA 250 WALL CALENDARS LIB	218.26	96132	10/7/2025
MUNICIPAL FIRE & POLICE	MUNICIPAL PENSION		10321088	9/26/2025
NAPA AUTO PARTS	BATTERY-7TH AVE LIFT STATION	•	10321081	9/19/2025
NAPA AUTO PARTS	OIL FILTERS-CEM,PARKS,PD		10321082	9/19/2025
NAPA AUTO PARTS	BRAKE PADS-2023 BRAKE PADS		10321083	9/19/2025
NAPA AUTO PARTS	WASHER SOLVENT-PD SQUAD CARS		10321084	9/19/2025
NAPA AUTO PARTS	BATTERY CORE RETURN		10321113	10/3/2025
NAPA AUTO PARTS	BATTERY-#33 AMBULANCE		10321114	10/3/2025
NATIONAL TACTICAL OFFICER ASSC	REGISTRATION-ELLIOTT,LODGE	638.00	96133	10/7/2025
NEXT LEVEL RESPONSE	FIRE CHIEF CANDIDATE ASSESSMEN	4,635.00	96134	10/7/2025
NOLAN CAMPIE	REIMBURSE CLOTHING ALLOWANCE	66.90	96081	9/19/2025
NOLAN CAMPIE	REIMBURSE BOOT ALLOWANCE	187.24	96094	9/30/2025
O'REILLY AUTOMOTIVE STORES INC	BATTERY BOX-PUBLIC WORKS		10321115	10/3/2025
O.T.R. TIRE	TIRES-FORD F250,CASE LOADER	936.00	96135	10/7/2025
PATRICK JONES	DJ-HOMECOMING PARTY INTHE PARK	300.00	96064	9/17/2025
PCC AMBULANCE BILLING SERVICE	AUG 25 AMBULANCE BILLINB SERV	678.67	96082	9/19/2025
PLATINUM INFORMATION SERVICES	IT SUPPORT, NETWORKMON, SPAMFLT	3,373.02	96083	9/19/2025
PLATINUM INFORMATION SERVICES	IT SUPPORT-LIBRARY	496.70	96136	10/7/2025
PLATINUM LEASING SERVICES, INC	SEPTEMBER 25 LEASE PAYMENT	475.00	96084	9/19/2025
PLATINUM SMART INC.	DATA BACKUPS-OCT 25	400.00	96085	9/19/2025
PLATINUM SMART INC.	LIBRARY MICROSOFT BACKUPS	35.00	96137	10/7/2025
TERMINEX PRESTO-X	PEST CONTROL-COMM CENTER	238.26	96138	10/7/2025
QUILL CORPORATION	PW-PRINTER INK; CHALL PAPER	204.50	96139	10/7/2025
REPUBLIC SERVICES	DUNN RD DUMPSTER CONTAMINIATION	328.00	96140	10/7/2025
RICHARD SCHMITZ JR	WELLNESS REIMBURSEMENT	144.45	96107	9/30/2025
ROCK RIVER ARMS, INC.	2-STAGE TRIGGER KIT-PD	414.00	96141	10/7/2025
ROEDER BROTHERS	CYLINDER FOR BOBCAT	1,137.35	96142	10/7/2025
SCHIMBERG CO	PARTS-FIRE HYDRANT REPLACEMENT	785.64	96086	9/19/2025
SHAUNA TEGELER	GLASSES REIMBURSEMENT	89.80	96087	9/19/2025
SPARKLEAN	SEPT 25 CLEAN-CHALL,PW,CCTR,PD	814.00	96143	10/7/2025
SPARKS SMALL ENGINE REPAIR	NUTS,BOLTS,BRACKET-P&R MOWERS	248.29	96088	9/19/2025

T-MOBILE	POLICE DEPARTMENT CELL PHONES	281.68	96144	10/7/2025
TAPCO	FLASHING CROSSWALK SIGNS	27,505.05	96145	10/7/2025
TONI SCHNEIDER	REIMBURSE CLOTHING ALLOWANCE	75.48	96146	10/7/2025
TREASURER STATE OF IOWA	STATE WITHHOLDING TAXES	4,168.09	10321089	9/26/2025
TRI-CITY ELECTRIC CO.	REPLACE/REPAIR PWORKS PHONE EQ	419.50	96147	10/7/2025
TROY ALDERMAN	REIMBURSE CLOTHING ALLOWANCE	55.58	96095	9/30/2025
US CELLULAR	CROSS LIFT STATION	85.08	96148	10/7/2025
VESTIS	RUGS,TOWELS-PW,CH;UNIF-PEWE	118.96	96149	10/7/2025
VOYA INSTITUTIONAL TRUST CO	457 PLAN DEDUCT	1,975.00	10321086	9/26/2025
WENDLING QUARRIES INC	ROCK-FIRE HYDRANT INSTALL	134.70	96150	10/7/2025
WINDSTREAM CORPORATION	PHONE/LONG DISTANCE	1,027.81	96151	10/7/2025
ZIRKELBACH	REPAIR POLICE STATION REFRIG	105.00	96152	10/7/2025
ACCOUNT 1100111202	WATER DEPOSIT REFUND	94.87		
ACCOUNT 1100111202	CREDIT BALANCE REFUND	105.24		
Total Paid On: 9/26/25	PAYROLL PAID ON 9/26/25	58,858.26		
Total Paid On: 10/02/25	PAYROLL PAID ON 10/02/25	2,147.13		
	**** REPORT TOTAL ****	267.031.56		

 PRUPDT00
 Tue Sep 23, 2025 9:27 AM
 City of Camanche IA
 OPER: CL
 PAGE 1

 07.14.22
 PAID THROUGH 9/26/2025 CHECK REGISTER
 JRNL 3641

 CALENDAR 9/2025, FISCAL 3/2026 DATES 9/26/2025 -- 9/26/2025
 LAST CHECK OF THE MONTH

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL	
1			CTTTTENIC CIDCT DANK 0730337					
1 8822			CITIZEN'S FIRST BANK 0739227 CARTER C MARTEN					
	9/26/2025	12000	AVEDY D DDADED	1907.00				
	9/26/2025	12600	CARTER C MARTEN AVERY R DRAPER NICOLE L DOHSE	7 <i>1</i> 4.47				
	9/26/2025	12000	CATALINA C FINN	289 <i>84</i>				
	9/26/2025	9600	TEEREY R ANNEAR	495.08				
	9/26/2025	4000	JEFFREY R ANNEAR DARYL W YODER	1967.39				
	9/26/2025	11100	NOLAN S CAMPIE	1433.49				
	9/26/2025	1800	WTI!TAM 1 LODGE	425.00				
	9/26/2025	1800	WILLIAM J LODGE WILLIAM J LODGE	333.00				
	9/26/2025	1800	WILLIAM J LODGE	2417.49				
	9/26/2025		RICHARD E SCHMITZ					
	9/26/2025		RICHARD E SCHMITZ					
	9/26/2025		KELLI J ELLIOTT					
	9/26/2025	3200	KELLI J ELLIOTT	788.38				
	9/26/2025	8600	CORY J SNODGRASS	1235.00				
	9/26/2025	8600	CORY J SNODGRASS CORY J SNODGRASS	2052.07				
	9/26/2025	9700	BRITTNEY R PARKS	2477.56				
	9/26/2025	11800	COLE D VANDEVOORDE JACK T DAVISON	2392.08				
	9/26/2025	12700	JACK T DAVISON	2131.23				
	9/26/2025	1900	JEFFREY D MOORE	3989.36				
	9/26/2025	3000	DAVID C SCHUTTE	2971.65				
8843	9/26/2025	3300	JAMES F SOWLE	400.00				
8844	9/26/2025	3300	JAMES F SOWLE	2159.74				
8845	9/26/2025	9100	MITCHELL L JAHNS	2096.29				
8846	9/26/2025	9200	JACOB M VANZUIDEN	1300.00				•
	9/26/2025			600.00				
	9/26/2025			1047.33				
	9/26/2025	9500	HAROLD W TEAGARDEN	1471.36				
	9/26/2025	10400	CAYLON S PEWE	2267.44				
	9/26/2025		GAIL L GRIM					
	9/26/2025		SHAINA J PAARMANN					
	9/26/2025		MICHAEL E FINN					
	9/26/2025		MICHAEL R WIRTH	885.26	•			
	9/26/2025	7000	ANDREW S KIDA	700.00				
	9/26/2025	7000	ANDREW S KIDA	2395.97				
	9/26/2025	7300	TONI L SCHNEIDER	55.00				
	9/26/2025	7300	TONI L SCHNEIDER	40.00				
	9/26/2025	7300	TONI L SCHNEIDER	185.00				
	9/26/2025	7300	TONI L SCHNEIDER	1547.98				
	9/26/2025	10700	SHAUNA E TEGELER	1250.01				
	9/26/2025	5000	CHRISTY J SCHUTTE	40.00				
	9/26/2025	5000	CHRISTY J SCHUTTE	150.00				
	9/26/2025	5000	CHRISTY J SCHUTTE	1251.15 1513.50				
	9/26/2025	6600 7700	TROY F ALDERMAN NATHAN P CAMPIE	125.00				
	9/26/2025 9/26/2025	7700 7700	NATHAN P CAMPIE	1736.81				
			BANK TOTAL	58858.26				
			REPORT TOTAL	58858.26				

PRUPDT00 07.14.22	PAID T	HROUĆH	10/02/2025	•	of Camanche IA CHECK REGISTER 10/02/2025 10/02/		QUARTERLY	OPER: TS JRNL 3644 PAY	PAGE	1
CHECK NO	DATE	EMP NO	PAY TO THE ORDER	OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL		
96099 1 96100 1 96101 1 96102 1	0/02/2025 0/02/2025 0/02/2025 0/02/2025 0/02/2025 0/02/2025	7900 9000	CITIZEN'S FIRST ( DANNY R WELLER DAVID M BOWMAN AUSTIN J PRUETT WESLEY J FARRELL THOMAS G KLAHN ROBERT J EDENS		138.52 138.52 1038.94 277.05 277.05					
			BANK TOTAL		2147.13					
			REPORT TOTAL		2147.13					

#### CLAIMS REPORT CLAIMS FUND SUMMARY

FU	IND NAME	AMOUNT
00	1 GENERAL	135,294.41
00	2 LIBRARY	9,880.80
00	13 PARKS	3,591.73
00	14 CEMETERY	5,703.94
11	.0 ROAD USE	39,021.23
33	8 WELL 8	15,184.00
60	O WATER UTILITY FUND	27,878.18
61	O SEWER UTILITY FUND	29,068.12
67	O LANDFILL/GARBAGE	1,409.15
	TOTAL FUNDS	267,031.56

#### Park and Rec Minutes

The meeting was called to order at 6:00 p.m. on September 22, 2025.

Present at the meeting was Linda Putman, Bill Siefken, and Casey Green by Facetime.

A motion was made to approve the September 8th minutes. 1<sup>st</sup> by Bill Siefken and 2<sup>nd</sup> Linda Putman. All in favor so motion carried.

Splash Pad Improvement Plan update: Casey stated we are waiting on Shive Hattery.

Seal coat Parking are behind Platt Park: A motion was made to approve public works taking the quote for \$3,639.95 to get the work completed and the land owner will pay the other half. 1<sup>st</sup> by Linda Putman and 2<sup>nd</sup> by Bill Siefken. All in favor so motion carried.

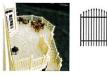
Bill Siefken received a quote from River City Fence to fix and replace the fence at Peck Park for \$9,240.00. Casey would like a motion to present it to council. 1<sup>st</sup> Linda Putman and 2<sup>nd</sup> Bill Siefken. All in favor so motion carried.

Meeting adjourn at 6:10 p.m.

Respectfully submitted,

Linda Putman

# River City Fencing Inc.













#### Commercial \* Industrial \* Residential

#### **Proposal and Contract**

Dan Wheeler	E-mail- Bonniercfence@	frontier	.com	21490 Waller Road
815-589-2307	Fax 815-589-305	9	Fu	lton, IL. 61252
Name		Phone no		Date
Camanche Parks and Recreation	ons	563-	259-8342	9/22/25
Address		Job Nam		
818 7 <sup>th</sup> Ave		Will	563-340-2281	
City, State and Zip Code		Job Loca	ation	
Camanche, IA. 52730				
Check For : Power Line	Telephone Lines		Gas Lines	Cable TV Lines
We Propose to Furnish Labor And M	Material In General Accorda	nce With	a The Plans And Sp	ecifications As Follows:
Furnish all materials and labor	to install approx. 625'	of 4' co	ommercial grade	e chain link fence per
Will's request. All materials b				
link fabric, 1 5/8" OD .065wt.	O 1 1			•
	-		•	
fastened with self-tapping Tex				-
fence fittings to be pressed ste				or to complete
installation of 4' commercial g	grade chain link fence as	listed.		
Option: To install yellow cap Option: To install industrial	I grade chain link total c	ost to b	e \$10,825.00	
Price: For the Total Sum of				
Sales Tax	A STATE OF THE PROPERTY OF THE			
Labor				
Total	\$9,240.00			
It is understood and agreed that we shall not be premises, lockouts, acts of God, or public energippliers, force majeure, inclement weather, for control of Seller, whether of like or different conditions that the proposal will be accepted we Purchaser is responsible for obtainin All secondary lines will be customers will be customers responsibility for reference. We ask for a signed contract	my, accidents, boycotts, material shorta loods, freight embargoes, causes incider character, or causes beyond his control. within fifteen days. Also, general conditing g fence permit and identification responsibility to inform River (epairs.	ges, disturb nt to nationa Price quote ons which a n of lot lin City Fenc	ped labor conditions, delayers all emergencies, war, or other in this contract is based up are standard for specialty cones and location of instance where they are location where they are location.	ed delivery of materials from Seller's er causes beyond the reasonable oon present prices and upon ontracts in the construction industry. stallation.
Accounts over 30 days will be ch				ntage rate of 190/
Accounts over 50 days will be cr	ranged 1 /2 /0 per month ser	vice cha	igo, ims is a perce	mage rate or 1070.
This Proposal is submitted in duplicate the ret	turn to us of 1 copy with your signature	shall consti	itute a contract.	

Accepted By:

#### INVOICE

Nave Rotary Kiln 305 21st St Camanche, IA 52730-9699 navefabrication@gmail.com +1 (563) 249-0202 naverotarykilnanddryer.com



Camanche City of Bill to City of Camanche 818 7th Ave Camanche, IA 52730

Invoice details

Involce no.: 2504 Terms: Net 30

Invoice date: 09/25/2025 Due date: 10/25/2025

Thank you for your business!

P.O. Number: Verbal Nate

#	Product or service	Description	Q	Qty	Rate	Amount
1.	Field Labor	Step repair		1	\$2,141.00	\$2,141.00
			Total		\$	2.141.00



### State of lowa Alcoholic Beverages Division

#### **Applicant**

NAME OF LEGAL ENTITY

NAME OF BUSINESS(DBA)

BUSINESS

DP Weller and Sons INC

Donald J's Poor House Tap

(563) 259-9740

ADDRESS OF PREMISES

PREMISES SUITE/APT NUMBER

CITY COUNTY

TY ZIP

1118 N Washington Blvd

Camanche

Clinton

52730

MAILING ADDRESS

CITY

STATE

ZIP

2316 9th Street

Camanche

Iowa

52730

#### **Contact Person**

NAME

PHONE

**EMAIL** 

Danny Weller

(563) 249-3284

donaldjspht@gmail.com

#### **License Information**

LICENSE NUMBER

LICENSE/PERMIT TYPE

**TERM** 

STATUS

LC0042043

Class C Retail Alcohol License

12 Month

Submitted to Local Authority

EFFECTIVE DATE

**EXPIRATION DATE** 

LAST DAY OF BUSINESS

Oct 11, 2025

Oct 10, 2026

SUB-PERMITS

Class C Retail Alcohol License



# ALCOHOLIC BEVERAGES DIVISION State of Iowa Alcoholic Beverages Division

**PRIVILEGES** 

**Outdoor Service** 

#### **Status of Business**

**BUSINESS TYPE** 

Corporation

#### Ownership

#### Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Pamela Weller	Camanche	Iowa	52730	Secretary	50.00	Yes
Daniel Weller	Camanche	Iowa	52730	President	50.00	Yes

#### **Insurance Company Information**

**INSURANCE COMPANY** 

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Founders Insurance Company

Oct 11, 2025

Oct 11, 2026

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE

OUTDOOR SERVICE EXPIRATION

DATE

Oct 11, 2025

DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE

DATE

TEMP TRANSFER EXPIRATION

DATE



To: CITY OF CAMANCHE

CAMANCHE, IA 52730

818 7TH AVE

**PO BOX 77** 

Remit to:

Manatt's, Inc. P.O. Box 535 Brooklyn, IA 52211-0535

www.manatts.com

Contract: 4612.

CAMANCHE 11TH PLACE OVERLAY

RECEIVED

SEP 3 0 2025

CITY OF CAMANCHE

INVOICE

Invoice #:	3007020
Date :	9/17/2025
Customer#:	891010
Cust Job :	
Cust PO:	
Total Due:	90,912.00

Effective May 1, 2023, a convenience fee of 3.5% will be applied when using a credit card for payment on all purchases. Additional forms of payment accepted are cash, check or ACH.

#### ▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

346.50
776.00
220.00
800.00
150.00
619.50
),

110-210-6417=10588.50

> 11th Place, 110-210-6417=75,292.50

Total Due This Invoice:

90,912.00



#### **SALT CONTRACT**

Great Lakes Salt Company ("Seller") and **3114441 City of Camanche, IA** ("Buyer") have agreed to enter into a purchase and sale agreement for salt under the following terms and conditions:

Product	Port	Quantity	Price	Total Price
	and the second of the first of the second of		of the first of the same of the same	
Bulk Salt - Treated (GLSC)	GLSC : Cedar Rapids Terminal	200	\$110.00	\$22,000.00

Total: \$22,000.00

Freight Cost \$20.05 per Ton Delivered (if Applicable)

\*Freight subject to change based on port availability.

\*Total Amount Due (above) does not include applicable freight and sales tax.



TERM: Seller agrees to hold the pricing firm from 08/01/2025 through 05/01/2026 for the tons listed above provided this

Letter Agreement is signed and returned within 5 days from the date printed above.

QUANTITY & DELIVERY: By signing this Letter Agreement, Buyer hereby agrees to purchase 80% of the stated tons and the Seller agrees to supply up to **80%** of the stated estimated tons and to take delivery of said tons by 05/01/2026. The parties acknowledge, and hereby agree, that Buyer's failure to pay for and receive **80%** of the tons listed above by 05/01/2026, will result in economic damages and losses of types and in amounts, which are extremely difficult to compute and ascertain with certainty. Therefore, Buyer shall be liable to Seller for payment of liquidated damages in the amount of \$3.00 per ton for all tons needed to reach the agreed upon minimum of 80%. Such liquidated damages representing a fail estimate of actual damages by the parties and such damages are not intended as a penalty, and Buy shall pay them to Seller without limiting any other rights of Seller available under equity or law. Buyer will not be liable for liquidated damages if remaining tons on contract is less than 25 tons. Seller reserves the right to sell additional tons above the tons listed based on availability and, if necessary, may adjust the price of such tons to a mutually agreed upon price. At that time, Seller will submit the adjusted price in writing to Buyer for approval. Should availability at quoted terminal run low; Seller has the option to source product from another terminal (until maximum tonnage has been reached) at the quoted price and delivery point. Seller may also allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable.

#### **PAYMENT OPTIONS:**

TERMS: Net 30

ACH/EFT (preferred method) No service fee for ACH/EFT (direct deposit); please provide form for us to provide our banking

Credit card 4% service fee applied to Total Payment Amount authorized by signed Salt

Contract

Wiring of funds \$30 fee

Check No service fee for paper check if received within 60 days of invoice, after the 60 days Buyer's account is considered past due / NSF fee assessed is \$50

Special Note: With the unprecedented time we have found ourselves, GLSC will do our best to control transportation costs when we provide said transportation. It is impossible to predict the fluctuations in transportation charges for this Season and GLSC may have to adjust our Freight Cost. Prior to the increase Buyer will be notified of the increase in energy and/or transportation related surcharges for Buyer's account

#### Customer Shipping Information

Name: City of Camanche, IA

Address: 818 7th Ave

City: Camanche

State: IA Zip: 52730

#### **Customer Billing Information**

Address: 818 7th Ave

City: Camanche

State: IA Zip: 52730

TERMS AND CONDITIONS OF COMMERCIAL ROAD SALT SALES

1. TERMS TO GOVERN. The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be





EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADEMAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. EXCLUSIVE REMEDY. If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price. 6. FORCE MAJEURE. Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-avallability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. INCREASES. Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its port closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another port, to the extent it is available, subject to Buyer's payment of all increased freight costs. If we need to source more salt from a port due to using up our allotment, we may need to

Buyer's payment of all increased freight costs. If we need to source more sait from a port due to using up our allotment, we may need to increase our price.

8. DELIVERY. Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty-day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. TERMINATION. If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files, a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. TAXES. Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be

consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. ASSIGNMENT. The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.
12. FORWARD CONTRACT. The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United

12. FORWARD CONTRACT. The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. CONTRACT AMBIGUITIES. The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

14. Where the Buyer's designated carrier collects the goods from the terminal, the Buyer shall be solely responsible, at its own risk and expense, for arranging transportation from the terminal to its designated locations. Buyer agrees that it shall be solely responsible for any loss of or damage to the goods, property, or persons caused by or arising from the acts or omissions of such carrier and Seller shall bear no responsibility or liability whatsoever in this regard. Buyer shall indemnify, defend, and hold Seller harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the acts or omissions of Buyer's carrier.

15. The Buyer shall ensure that any carrier engaged for the collection of goods from the terminal maintains adequate insurance coverage (which shall be primary without right of contribution from Seller or its insurance policies) to fully cover any loss, damage, or liability for property damage or bodily injury arising during the collection of the goods, including any incidents occurring at the terminal. Buyer's carrier and their respective insurers shall waive all rights of recovery and subrogation against Seller, its insurers, and any other applicable coverage, and shall secure any necessary insurance endorsements to effectuate this waiver.

AUTHORIZED SIGNER; UNDERSTANDING OF TERMS: The individual signing this Agreement on behalf of the Owner represents, promises, and guarantees that he or she is fully authorized to execute this Agreement on behalf of the Owner. By executing below, the Owner represents and warrants that it, through its authorized signer, has read and understands the terms and conditions of this Agreement and the Terms.

**Great Lakes Salt Company** 

Authorized Signature:

Printed Name:

**Title: Sales Assistant** 

Signed Date:

Owner Name: 3114441 City of Camanche, IA

Authorized Signature:

Printed Name: Galyon Pewe

Title:

Signed Date:





#### **Personal Guaranty**

For valuable consideration, the receipt of which is hereby acknowledged, to City of Camanche, IA, hereinafter called "Customer", the undersigned guarantor, and if more than one, jointly and severally, guarantees absolutely, continually, unconditionally, and irrevocable to full and prompt payment of any sum presently owed or to be owed to Great Lakes Salt Co., hereinafter referred to from time to time as the "Company", for goods, merchandise, material, or services, supplied at the request of Customer, its agents, or employees, including all service and/or finance charges, reasonable costs of collection and attorney's fees, whether pursuant to contract, or otherwise. Notice of acceptable is waived by the Guarantor.

This guaranty shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned in favor of Company who may enforce the same, or by its successors and assigns. This guaranty shall be construed and interpreted according with the laws of the State of Wisconsin. A faxed copy and/or photocopy of this guaranty shall be the same as an original for all purposes whatsoever.

Following default, Customer shall pay the Company all necessary and reasonable costs and expenses incurred by the Company in the collection of any sums owed by Customer. Such expenses shall include, but not be limited to, prejudgment and post-judgment attorney's fees as well as the costs and expenses including reasonable attorney fees of any appeals and/or bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction.)

**Guarantor's Signature** 

**Personal Address** 

**Print Guarantor's Name** 



ADDI	ICATION	AND	CERTIFIC	ATION	FOR	PAYMENT
AN :- 1	11 - A-3 1 1	AIML				

EASTERN IOWA EXCAVATING & CONCRETE

TO OWNER: City of Camanche P.O. Box 77

FROM CONTRACTOR:

Camanche, IA 52730

P.O. BOX 189

AIA DOCUMENT G702

PERIOD TO:

PROJECT NOS:

APPLICATION NO: PP#2

25-Jul-25

PAGE ONE OF TWO PAGE(S)

Distribution to:

X OWNER

X ENGINEER

X CONTRACTOR

CASCADE, IA 52033 CONTRACT FOR:			CONTRACT DATE: nothing signed
CONTRACTOR'S APPLICA Application is made for payment, as shown belocontinuation Sheet, AIA Document G703, is attached SEE ATTACHED SWORN STATE	w, in connection with the Contrached.	ract.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 ± 2) TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ \$ \$ \$ \$	\$31,057.50 - 31,057.50 \$31,057.50	CONTRACTOR: EASTERN IOWA EXCAVATING & CONCRETE  By: Date: 07/25/25
RETAINAGE: (Original Contract Only)  a. 0 % of Completed Work  (Column D + E on G703)  b. 0 % of Stored Material  (Column F on G703)  Total Retainage (Lines 5a + 5b or	0.00		State of lowa Subscribed and sworn to before me: Tom Jenkins Notary Public: My Commission expires: April 26, 2026  LYNNE WHIT COMMISSION NUMBER 16 MY COMMISSION EXP
Total in Column I of G703) TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) CURRENT PAYMENT DUE	\$_ \$_ \$_	30,125.29	In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor
BALANCE TO FINISH, INCLUDING RETA (Line 3 less Line 6)  CHANGE ORDER SUMMARY otal changes approved	Pay App #2 Cu	932.21 0.01 Uvert DEDUCTIONS	is entitled to payment of the AMOUNT CERTIFIED.  AMOUNT CERTIFIED\$ 932.21  110-210-6417  (Attach explanation if amount certified differs from the amount applied. Initial all figures on this
otal changes approved a previous months by Owner otal approved this Month (#1)	\$0.00	\$0.00	Application and onthe Continuation Sheet that are changed to conform with the amount certified.)  ENGINEER:  Shive Hattery  Date: 25-Jul-25
OTALS ET CHANGES by Change Order	\$0.00 \$0.00	\$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
CUMENT G702 · APPLICATION AND CERTIFICATION FOR	PAYMENT - 1992 EDITION - AIA - ©1		THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5292

PROJECT: 9th Ave. Culvert Replacement

VIA ENGINEER: Shive Hattery

#### **Toni Schneider**

From:

Daniel C. Solchenberger <dsolchenberger@shive-hattery.com>

Sent:

Friday, October 3, 2025 9:26 AM

To:

Toni Schneider

Cc:

Andrew Kida; Public Works Director

Subject:

FW: 9th Ave Culvert - Final Pay Request

Attachments:

IMG\_2964.jpg

Hi Toni,

This project is now complete. They did complete the crack sealing of the joints. Final payment can be placed on the agenda for council consideration. Not a big deal if it doesn't make Tuesday's meeting, it can wait until the next meeting. Have a great meeting.

Thanks,

Dan

Daniel C. Solchenberger, P.E.

Civil Engineer
Shive-Hattery
2144 56th Avenue West | Bettendorf, IA 52722
563.635.7300 | cell: 563.210.3580

#### SHIVEHATTERY

ARCHITECTURE / ENGINEERING

From: Daniel C. Solchenberger <dsolchenberger@shive-hattery.com>

**Sent:** Friday, August 1, 2025 11:00 AM

To: Toni Schneider <clerk@camancheia.org>

Subject: 9th Ave Culvert

Hi Toni,

Here is the final pay app for the 9th Ave Culvert. Can this go on the next agenda? If not the next one will be fine. Thanks and have a great weekend.

Dan

Dan Solchenberger, PE Shive-Hattery 563.210.3580

NAME ADDRESS	ity of	amers by	s • DeWittt, IA 527 icesPlus@gmail.co	om.
QTY		PHINO  OTAR DIVIDENCE  PHINO  OTAR DIVIDENCE  WATER  WATER		AMOUNT A
A	Boud a			

# McManus Construction Services Inc

310 Hwy 67 P.O Box 215 Camanche, IA 52730

Phone 563-259-8967 Fax 563-259-9459

# Invoice

**Date** 10/3/2025

**Invoice #** 8903

Bill To
City of Camanche PO Box 77 Camanche IA 52730

PO No.

Description		Amount
16th Ave & 9th Ave Hydrant Repair Excavation Sidewalk Replacement  Dead End 16th PI Hydrant Repair Excavation Sidewalk Replacement  Sidewalk Replacement		1,687.50 2,640.00 1,552.50 2,540.00
Please Pay from this invoice Late charge of 1.5% (18.00 annually) will be assessed after 30 days	Total	\$8,420.00

#### CAMANCHE PUBLIC LIBRARY

#### **BOARD OF TRUSTEES MEETING NOTES**

Wednesday, October 1, 2025, at 4:00PM

<u>ROLL CALL: Boni</u> Hugunin, Bambi Blaess, Dave Bowman, Amanda Hoerschelmann, Shannon McManus, Gail Grim and Public: Mary Griswald

<u>APPROVAL OF AGENDA:</u> Motion to approve the agenda as presented given by Trustee Hoerschelmann and seconded by Trustee Hugunin. Motion passed unanimously.

<u>CONSENT AGENDA:</u> Motion to approve the Consent Agenda as written given by Trustee Hugunin. Trustee Hoerschelmann seconded the motion. Motion carried with all Ayes.

- 1) Approve Minutes from Board meeting held on September 10, 2025
- 2) Approve New Bills and Book Orders.
- 3) Approve Financials as submitted.

#### **DIRECTORS REPORT**

#### Financial -

 Financial Update: Director Grim shared that she had a meeting with all City Department Heads regarding budgets for next year.

#### Personnel/Operational -

• Employee Update – Director Grim shares that Shaina will be out for two weeks for a medical procedure. Cat is doing all youth activities; Nicole is working with L'Arche and has taken on some of the social media postings and making flyers for events. Avery, Cat, and Nicole have really stepped up to cover hours with my absence and now with Shaina being gone.

#### **Programming** – Director Grim shares:

- Programming Update Handed out October Calendars, Grim advises for Board members to come to any of the listed programs as we really need a good showing of our supporters now more than ever.
- Bee Keeping with Anthony Stoll was so good, and informational, he brought a bunch of stuff and even some live bees.
- Sue Williams talking about her trip to Kenya was also very informational and entertaining, it was her recollection of a tumultuous trip going by her notes from a journal she kept. She spoke as if it was a story we were listening to.
- Upcoming programs: City Liaison Bowman is coming with his Drone on Saturday at 11, we're going to try a painting party for adults, and the outdoor Peter Fletcher Guitar concert will be Wednesday, October 22 at 5:30. Bring your own chair or blanket to sit on.

#### Collection Development -

• Inventory Update – 14,875 items have been inventoried and we have 28,005 total. Staff are weeding as they go so the total number of items will continue to drop, however they are adding new materials all the time. They are using the 3-year acquisitions plan to determine how much to weed and how much to purchase per year. This year they start the 3 years again at 1.3% weeding and adding.

#### Facilities -

- Nightly Tracking of Patrons Monthly Update 611 (closed 3 days)
- Books/materials circulated Monthly Update 710 physical 378 electronic.
- Director Grim shares that she is talking with the Public Works Director about working with a company to clean up the riverfront. A quote was given for \$2500.00. She reports that this will be paid through ½ city budget and ½ library budget. She requests that it needs to be done before or after the Guitar concert as they say there might be heavy machinery, and it will tear up the lawn. She'll ask about removing the bugs from light fixtures and clearing the wasps outside. Motion to approve \$1250 for the riverfront cleanup made by Trustee Hugunin and seconded by Trustee Blaess. Motion carried with all Ayes.
- Chief Schmitz offered two cameras to borrow for a bit. Director Grim will
  contact him to get them placed on library property until such time as we know
  whether to move forward with more cameras.

#### <u>Children's Programming</u> – Director Grim shares:

- We have separated the toddlers from the preschoolers and are now doing one per week, alternating weeks to help ease the crowdedness of that program.
- We are adding a Friday afternoon kid's program twice a month. One will be geared toward Elementary age, and one for Middle schoolers.

#### Misc- Director Grim asks:

- If anyone could come and speak at the council meeting... 6:00pm on Oct. 7<sup>th</sup>
- We're going to put a smattering of different materials a person can check out in the display cases for this month, or if anyone knows of someone with a cool hobby or collection, we need something for November? Banned books this week, Dave Evers Duck Decoys, Staff pics and favorite things, Candy Sander Watercolor)
- Would like to start a tracker on the website, when should we start that?
- Anything else we can do this month? (Ideas: Dave Bowman video explaining money pots, Video of library – a walk-through of what needs fixed, Did you know posts, Clinton Community College video editing, Longest standing and newest library card holders and others speaking about all the ways they use the library. Grow Clinton Podcast, see if K. Bigwood would bring the family and speak at the city council meeting,

What to say about where the library will be while expansion is happening...
 "We're working on it" and "Do you know of anywhere that will have us?" OR
 "Do you know anyone with storage facilities we could use for the items we won't need daily?"

#### **OLD BUSINESS –**

• Library Expansion packets have all been sent and Library signs have been distributed in the community.

#### **NEW BUSINESS –**

• Don't forget to Vote on November 4<sup>th</sup>, 2025!

#### **ADD TO AGENDA**

**LIASONS REPORT:** City Council Liaison Bowman shares that he doesn't have anything to report.

<u>PUBLIC COMMENT</u> (3 min limit) Mary Griswald shares that the Friends of the Library donated 48 Library signs for the community. She praised Avery for her excellent work on the five book clubs she has been running and stated that Dave and Gail have done an amazing job with the library presentations given in the last few months. Mary shares an idea about making short videos of the public on ways they like to use the library and share them on Facebook.

#### **NEXT MEETING**

The Next Board of Trustee's Meeting will be held November 12, 2025, at 4:00PM

**ADJOURNMENT**: Meeting was adjourned by President McManus at 4:58pm

Interested Citizens are invited to attend.

Public library board meetings are subject to the Open Meeting Law, Iowa Code, Chapter 21.



**Specialized Sealcoating LLC** 

PO Box 7
Fulton Illinois 61252
U.S.A
563-249-4628
specializedsealcoatingllc@gmail.com

INVOICE

# 2025 - 97

Balance Due **\$4,160.95** 

Bill To

**City Of Camanche** 

818 7th Ave Camanche

52730 lowa

Invoice Date :

01 Oct 2025

Terms:

Due on Receipt

Due Date:

01 Oct 2025

Subject:

Splash Pad Parking Lot

#	ltem & Description	Qıy	Rate	Amount
1	Sealcoated Parkinglot	1.00	2,119.95	2,119.95
2	Hot Tar Crack Filling	1.00	1,516.00	1,516.00
3	Line Striping	1.00	525.00	525.00
		Sub	Total	4,160.95
			Total	\$4,160.95
		Balance	e Due	\$4,160.95

#### Notes

Please call me with any questions or concerns. Thank you for your business! Joe Zajicek

#### **Terms & Conditions**

4% interest will be added after 30 days.



**Specialized Sealcoating LLC** 

PO Box 7 Fulton Illinois 61252 U.S.A 563-249-4628 specializedsealcoatinglic@gmail.com **INVOICE** 

# 2025 - 95

Balance Due **\$5,000.00** 

Bill To

**City Of Camanche** 

818 7th Ave Camanche 52730 Iowa Invoice Date:

30 Sep 2025

Terms:

Due on Receipt

Due Date :

30 Sep 2025

1

Subject:

Crack Sealing Murphy Subdivision

#	Item & Description	Qty	Rate	Amount
1	2126 14th St - Direct infront of house. Storm drain	1.00	500.00	500.00
2	2126 14th St - On Right side of drive. Storm drain	1.00	500,00	500.00
3	2126 14th St - Across street on corner of 14th/23rd. Storm drain	1.00	500.00	500.00
4	2126 14th St - Infront of mailboxes. Manhole	1.00	500.00	500.00
5	1321 23rd Ave - By driveway to the right. Storm drain	1.00	500.00	500.00
6	1119 23rd Ave - Across Street. Storm drain	1.00	500.00	500.00
7	1012 19th Ave - Storm intake both sides of street (2)	2.00	500.00	1,000.00
8	1004 19th Ave - Storm intake both sides of street (2)	2.00	500.00	1,000.00
		Sub Total		5,000.00
		Total		\$5,000.00
		Balance	\$5,000.00	

#### Notes

Please call me with any questions or concerns. Thank you for your business! Joe Zajicek

Terms & Conditions

# Clinton County Communications Commission

"28E" Agreement.

Version: August 2025

## CLINTON COUNTY COMMUNICATIONS COMMISSION 28E AGREEMENT

This Agreement is entered into by and among the City of Camanche, Iowa; the City of Clinton, Iowa; the City of DeWitt, Iowa; the County of Clinton and the Clinton County Emergency Management Commission in Clinton, Iowa (collectively, the "parties").

- PURPOSE AND SCOPE: The purpose of this agreement is to establish and govern the
  operations of Clinton County Communications for joint emergency and non-emergency response
  communications services and facilities for law enforcement, fire, rescue, and emergency medical
  services in Clinton County, Iowa pursuant to Chapter 28E of the Iowa Code (2023), as amended.
- 2. **DURATION:** The duration of this Agreement shall be perpetual, unless terminated in the manner provided below.
- ENTITY CREATED: There is hereby created a separate legal entity to be known as the "Clinton County Communications Commission." The Commission is composed of the parties to this agreement.
- 4. **GOVERNANCE:** The Commission shall be responsible for governance.

## 5. MANAGEMENT CONTROL:

In compliance with **lowa Code Chapter 28E**, management control of the **lowa Online Warrants and Articles (IOWA) System**, and any system that accesses or transmits **Criminal Justice Information (CJI)**, shall be **vested solely in the Clinton County Sheriff**. As the designated criminal justice authority, the Sheriff shall retain full authority and responsibility for the following, which shall be implemented through the **Clinton County Communications Commission** as outlined in this agreement:

#### a. Operational Priorities:

The Sheriff shall establish and enforce operational priorities for the use of the IOWA system and related CJIS resources, ensuring compliance with applicable state and federal requirements.

### b. Personnel Standards and Oversight:

The Sheriff shall develop and apply standards for the **selection**, **supervision**, **training**, **certification**, **and termination** of all personnel with access to the IOWA system.

All personnel must complete the required CJIS and lowa/NCIC certifications within **six (6) months of hire** and maintain compliance with all security and access policies.

### c. Systems and Equipment Policies:

The Sheriff shall define and enforce policies governing the **operation**, **security**, **and access** of all systems, networks, and terminals used to process, store, or transmit **criminal justice information**, including but not limited to computers, circuits, and telecommunications equipment.

#### 6. COMMUNICATIONS COMMISION:

- a. The Communications Commission shall have five voting members, and hereafter will be referred to as Commissioners. The Commissioners will be the Mayor of the City of Camanche, the Mayor of the City of Clinton, the Mayor of the City of DeWitt, a member of the Clinton County Board of Supervisors and the Sheriff of Clinton County.
- b. Each Commissioner shall be an elected official and shall not be a member of the Technical Oversight Board (TOB).
- c. Each Commissioner shall have one vote.
- d. Unless otherwise provided herein, passage of any measure will require a quorum that shall consist of the members of the Commissioners.
- e. There shall be no term limits for the Commissioners.
- f. The Commissioners shall not be individually liable for the debts of the Commission.
- g. The Clinton County Communications Commission shall defend the Commissioners and shall save harmless and indemnify the Commissioners against any claim arising out of an alleged act or omission occurring within the scope of their duties.
- h. A Commissioner may appoint a proxy to represent the Commissioner at a Clinton County Communications Commission meeting, who shall have the same authority as the regular Commissioner. The proxy may be a member of the Technical Oversight Board (TOB), an elected official, an executive- level employee, or any designee the Commissioner deems appropriate. If the proxy is a member of the TOB, and meetings of the Board of Directors and TOB are being run concurrently, he or she may only vote on behalf of the TOB or Commission, not both.
- The Commission is responsible for the annual review and approval of the Communications Budget.
- j. The Commission shall elect a Chair and Vice Chair annually. The secretary for the Commission and Technical Oversight Board shall be the Communications Director, or his/her designee.

### 7. TECHNICAL OVERSIGHT BOARD:

- a. The Technical Oversight Board (TOB) shall provide recommendations to the Clinton County Sherrif on operating procedures for Clinton County Communications. The Clinton County Sheriff shall maintain management control of the IOWA system
- b. The TOB shall consist of the Chief of Police of the City of Clinton, the Chief of Police of the City of Camanche, the Chief of Police of the City of DeWitt, Chief Deputy of the Clinton County Sheriff's Office, City of Clinton Fire Chief, City of Camanche Fire Chief, City of DeWitt Fire Chief and the Emergency Management Coordinator.
- c. Ex-Officio Members of the TOB shall be a member of the County EMS Association and the Clinton County Fire Chief's Association. Each Ex-Officio member will each hold a non-voting position on the TOB. The designated Ex-Officio member shall not be from an agency that currently holds a voting position on the TOB.

- d. Any recommendations by the TOB will require a quorum of the TOB membership.
- e. Each member of the TOB shall have one vote, with a simple majority of those present being needed to pass a motion.
- f. Members of the TOB may appoint a proxy representative, from their respective agency, to attend and vote in their place.
- g. The TOB shall select a Chair and Vice Chair for the Technical Oversight Board on an annual basis. The secretary for the Commission and Technical Oversight Board shall be the Communications Director, or his/her designee. Only TOB Members that serve their respective community in a full-time first responder capacity shall be eligible to become the Chair or Vice Chair. The Commission shall defend the TOB and shall save harmless and indemnify the TOB against any claim arising out of an alleged act or omission occurring within the scope of their duties.
- 8. **RULES:** This 28E will function as the rules governing the Clinton County Communications Commission. This 28E shall specify, at a minimum, the following information:
  - a. The list of parties to this Agreement.
  - b. The Commission's mission.
  - c. The Commission's powers and duties.
  - d. The manner for financing the Commission and its activities and maintaining a budget therefore.
  - e. The manner for acquiring, holding and disposing of property.
  - f. The manner for electing or appointing officers and the terms of office of the Directing Board.
  - g. The manner by which Commissioners may vote.
  - h. The manner for appointing, hiring, disciplining and terminating employees.
  - i. The rules for conducting meetings of the Commission.
  - j. Any other necessary and proper rules or procedure.
  - k. The rules, as adopted, shall be signed by each Commissioner.

### 9. COMMUNICATIONS DIRECTOR:

- a. The TOB may assist and provide recommendations to the Communications Commission on the hiring of a Communications Director. The Communications Commission shall have the final decision on the hiring of a Communications Director.
- b. The Communications Director shall manage the staff of Clinton County Communications and shall have authority on all personnel matters.
- c. Any disciplinary action that results in the suspension or termination of an employee of the Clinton County Communications, shall be reviewed and approved by the Clinton County Communications Commission Executive Committee, before being imposed.
- d. The appeal of any disciplinary action taken by the Communications Director shall follow the steps outlined in the Employee Policy Manual for Clinton County Communications.
- e. The Communications Director shall develop standard operating procedures for the Clinton County Communications Commission 28 E- 2025, Page 4 of 15

- communications center. Although accreditation is not required, recognized accreditation standards for communications centers, law enforcement and emergency services should be used as guides in developing the standard operating procedures.
- f. The Communications Commission shall defend the Communications Director and shall save harmless and indemnify the Communications Director against any claim arising out of an alleged act or omission occurring within the scope of his/her duties.

### 10. STAFF:

- a. In addition to the Communications Director, the Clinton County Communications Commission may employ such employees as it deems necessary to carry out the purpose of this Agreement and for which it has funding.
- b. The Communications Director and all Commission Employees shall comply with the political activity prohibitions set forth in Section 29C.16 of the Iowa Code (2023).
- c. The Communications Director and Commission Employees shall be considered employees of the Commission, and not of any party to this Agreement.
- d. The Communications Commission, with input from the Communications Director, may make changes to the personnel policies of the Commission, to include holidays, sick leave, vacation, and health benefits.
- e. The Communications Commission, with input from the Communications Director, may make changes to the rate of pay, only through collective bargaining.
- f. The Communications Commission may also choose to act independently or adopt existing personnel policies of any party to this Agreement in lieu of writing its own policies.

## 11. FINANCING:

- a. The Commission shall be financed through a county-wide supplemental levy (hereinafter "the Emergency Management Levy") as authorized by sections 29C. and 331.424(1)(a)(9) of the Iowa Code (2023), as amended.
- b. If the General Assembly amends the Iowa Code such that the Clinton County Communications Commission cannot be financed, in whole or in part, by the supplemental levy, the parties shall examine alternative financing options and amend this Agreement to provide for a new manner of financing the Commission.

#### 12. BUDGET:

- a. The Commission shall develop and adopt a proposed budget of all expenses for its ensuing fiscal year (July 1 through June 30) in accordance with the provisions of Chapter 24 and section 29C.17 of the lowa Code (2023).
- b. The Commission shall submit the proposed budget to the Clinton County Emergency Management Commission no later than January 31 of each calendar year.
- c. The budgeted funds shall be transferred from the Clinton County Emergency Management Commission to the Communications Commission semi annually.

- d. The Communications Commission shall be the fiscal authority, and the Chairperson of the Communications Commission shall be the certifying official.
- 13. **INVESTMENT OF FUNDS:** The Commission shall, when investing funds, comply with the provisions of sections 12B.10 through 12B.10C of the Iowa Code (2023) and other applicable law.

### 14. EMERGENCY MANAGEMENT LEVY:

- a. The Clinton County Emergency Management Commission hereby delegates all its powers to the Communications Commission with respect to the provision of joint emergency response communications services and that portion of the Emergency Management Levy budgeted for Emergency Communications Services and has amended its bylaws accordingly.
- b. Clinton County Emergency Management Commission agrees to certify the Emergency Management Levy necessary to fund the operations of the Communications Commission as determined by the budget adopted by the Communications Commission.
- c. The Clinton County Emergency Management Commission shall submit to the Clinton County Board of Supervisors a budget that includes the budget adopted by the Communications Commission.
- d. The Clinton County Emergency Management Commission shall transfer to the Communications Commission that portion of the Emergency Management Levy budgeted for Emergency Communications Services.
- e. The Clinton County Emergency Management Commission acknowledges that it retains no independent authority over the Emergency Management Levy funds delegated herein.
- 15. **POWERS:** The Commission shall be a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following specific powers, including but not limited to:
  - a. To sue and be sued.
  - b. To acquire, hold, use and dispose of personal property for the purposes of the Commission.
  - c. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of the Commission, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of this Commission.
  - d. To construct, equip, furnish, operate and maintain a building for joint communications services and ancillary services consistent with the purpose of this Agreement.
  - e. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
  - f. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code (2023), as amended, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.

- g. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- h. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
- To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Commission.
- j. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of the Commission.
- k. To provide, consistent with Chapters 24, 28E, and 29C of the Iowa Code (2023), as amended, for a system of budgeting, accounting, auditing and reporting of all Commission funds and transactions.
- I. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Commission.

#### 16. MEETINGS/RECORDS:

- a. Communications Commission business shall be conducted in compliance with Chapters
   21, 22, and 28E of the Iowa Code (2023), as amended.
- The Commission shall meet no less than quarterly. Additional meetings may be held at the discretion or recommendation of the Chair or Vice Chair of the Clinton County Communications Commission.
- 17. **AMENDMENT**: Terms of this Agreement may be amended only by a written agreement executed by four of the five Commissioners.
- 18. **ADDITION OF ENTITIES:** An entity may join the Communications Commission upon the vote of four of the five Commissioners, and this Agreement shall be amended accordingly.

### 19. WITHDRAWAL OF PARTIES:

- a. Withdrawal of a party shall terminate this Agreement.
- b. A party may withdraw after four of the five parties hold public hearings before their respective governing bodies with notice published as required by section 362.3 of the lowa Code (2023) and vote to approve the withdrawal at two meetings held at least thirty days apart.

### 20. TERMINATION/DISSOLUTION:

a. This Agreement shall be terminated, and the Communications Commission dissolved, after four parties of the five parties hold public hearings before their respective governing bodies with notice published as required by section 362.3 of the Iowa Code (2023), and vote to terminate at two meetings held at least thirty days apart.

- b. The effective date of the termination shall be 180 days following the second vote of the fourth party to approve termination.
- c. Termination shall not relieve parties of any financial obligation incurred before the effective termination date under the terms of this Agreement.
- d. The Commission shall not be dissolved when there remains any indebtedness incurred by the Commission.
- 21. Notwithstanding the provisions contained within paragraphs 18 &19 or any other provision of the agreement, the participating criminal justice agencies may terminate their participation at any time.
- 22. **DISTRIBUTION OF PROPERTY:** Upon termination of this Agreement and dissolution of the Commission, the parties agree to negotiate in good faith how the assets of the Communications Commission shall be distributed.
- 23. **NOTICES:** Notice is effective by ordinary mail addressed to:
  - City Clerk, City of Camanche, 818 7th Ave, Camanche, IA 52730.
  - Administrative Assistant, Clinton County Board of Supervisors, P.O. Box 2957, Clinton, IA 52733
  - City Clerk, City of Clinton, P.O. Box 2958, Clinton, IA 52733-2958.
  - City Clerk, City of DeWitt, P.O. Box 407, DeWitt, IA 52742
- Administrative Assistant to the Sheriff, Clinton County Sheriff's Office 241 7th ave N, Clinton, IA, 52732
  - 24. **EXISTING FACILITIES:** In carrying out the provisions of this Agreement and Chapter 29C of the lowa Code (2023), as amended, the parties further agree to utilize, to the maximum extent practicable, the services, equipment, supplies and facilities of existing departments, officers, and agencies of the state and of political subdivision at the respective levels of responsibility.
  - 25. **INTERPRETATION AND ENFORCEMENT:** Interpretation and enforcement of the Agreement shall be in accordance with Chapter 28E of the Code of Iowa (2023), as amended, and statutes respecting the rights and responsibilities of political subdivisions.
  - 26. **REPORTS TO SECRETARY OF STATE:** The Commission shall submit the initial report and biennial reports to the Secretary of State in accordance with section 28E.8 of the Iowa Code (2023), as amended.
  - 27. **SEVERABILITY:** If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the Commissioners and TOB to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Commissioners and TOB.
  - 28. **ENTIRE AGREEMENT:** This Agreement sets forth all of the covenants, promises, agreements, *Clinton County Communications Commission 28 E- 2025,* Page 8 of 15

and conditions among the Commissioners and TOB concerning joint emergency response communications services, and there are no other covenants, promises, agreements or conditions, either oral or written, among them.

## CITY OF CAMANCHE

Dated this	day of	, 20
Ву:		<u></u>
Mayor		
'		<u> </u>
City Clerk		
	CITY OF CAMANCHE	ACKNOWLEDGMENT
STATE OF IOWA	)	
	) ss:	
CLINTON COUNTY	)	
On thisc	day of	, 20_, before me, the undersigned, a notary
duly sworn, did say th	at they are the Mayor and City	red and, to me personally known, who being by me Clerk, respectively, of said municipal corporation he seal affixed thereto is the seal of said municipal
•	<u>-</u>	led on behalf of said municipal corporation by
•	•	and City Clerk as such officers acknowledged that
the execution of said in voluntarily executed.	instrument to be the voluntary a	act and deed of said corporation, by it and by them
voluntarily executed.		
		Notary Public in and for the State of Iowa

## **CITY OF CLINTON**

Dated this	day of	, 20
By:		
Attest:City Clerk		
- <b>,</b> -	CITY OF CLINTON	ACKNOWLEDGMENT
STATE OF IOWA	) ) ss: Y )	
public in and for the duly sworn, did say executing the within corporation; that sa authority of its City	e State of Iowa, personally appear that they are the Mayor and City n and foregoing instrument; that aid instrument was signed and se Council; and that the said Mayor aid instrument to be the voluntary	, 20, before me, the undersigned, a notary ared and, to me personally known, who being by me y Clerk, respectively, of said municipal corporation the seal affixed thereto is the seal of said municipal ealed on behalf of said municipal corporation by r and City Clerk as such officers acknowledged that act and deed of said corporation, by it and by them
		 Notary Public in and for the State of Iowa

## **CLINTON COUNTY**

Dated this	day of _	, 20	<u>_</u> :
By:			
,	Chairperson		
Clinto	n County Board of Superviso	rs	
Attest:	App	roved:	_
	y Auditor/Designee	Clinton County Attorney	
	CLINTON	COUNTY ACKNOWLEDGMENT	
STATE OF IO	) ss:		
		, 20, before me, _	
		otary Public in and for the State of Io	
		, Audito	
Auditor/Desigr	nee, respectively, of Clinton ,	duly sworn, did say that they are the lowa; that the seal affixed to the fore	egoing instrument is the
	· · · · · · · · · · · · · · · · · · ·	the instrument was signed and seale	
		isors, and that and	
_	ton County, by it voluntarily e	ent to be their voluntary act and dee	d and the voluntary act
2004 01111	222, 2, 1. (3.aa) (		
		Notary Public in and fo	or the State of Iowa
		My commission expire	es:

## **CITY OF DEWITT**

Dated this	day o	f, 20
Ву:		<u>-</u>
Mayor		
Attest:	Ap	proved:
City Cle		City Attorney
	CITY OF	DEWITT ACKNOWLEDGMENT
STATE OF IOW		
CLINTON COU	) ss: NTY )	
		, 20, before me,
, and the Mayor and (instrument is the behalf of the colpassed by the Cacknowledged t	to me personally City Clerk, respectively, of e corporate seal of the co rporation, by authority of i City Council on the	Notary Public in and for the State of Iowa, personally appeared known, and, who, being by me duly sworn, did say that they are the City of DeWitt, Iowa; that the seal affixed to the foregoing reporation, and that the instrument was signed and sealed on ts City Council, as contained in Resolution No day of, 20, and that, and ment to be their voluntary act and deed and the voluntary act rily executed.
		Notary Public in and for the State of Iowa
		My commission expires:

## **CLINTON COUNTY SHERIFF'S OFFICE**

Dated this	day of	, 20	<u>_</u> .
Ву:			
Sheriff			
CL	INTON COUNTY SHERIFF	S OFFICE ACKNOWLEDG	MENT
	) ) ss:		
CLINTON COUNTY	)		
This instrument was ack	nowledged before me on _		, 20
by		as Sh	eriff Clinton County.
		Notary Public in and fo	or the State of Iowa
		My commission expire	s:

#### RESOLUTION NO.

A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF CAMANCHE AND THE CITY OF CLINTON, THE CITY OF DEWITT, CLINTON COUNTY AND THE CLINTON COUNTY SHERIFF'S OFFICE RELATING TO JOINT EMERGENCY COMMUNICATIONS SERVICES FOR CLINTON COUNTY

WHEREAS, the City of Camanche, the City of Clinton, the City of DeWitt, Clinton County and the Clinton County Sheriff's Office have set forth the terms and conditions for the Joint Emergency Communications Services for Clinton County, and

Attest:		
	City Clerk	

, Mayor



«Contact»
«Mailing\_HouseStreet»
«Mailing City», «Mailing State» «Mailing Zip Code»

## Re: Offer to Connect Your Property Located at [insert property address] to the Camanche Public Water System

Dear «Contact»:

3M is offering to connect your property located at [insert property address] to the City of Camanche (City) Public Water System (PWS) without any cost to you for the connection work. We understand that you have verbally confirmed interest during a phone conversation with Barr Engineering Co. (Barr) on [date]. This letter is to inform you of the process of connecting your property to the City PWS. An Agreement to formally accept this offer is enclosed. Please provide a signed Agreement by [date 30 days from letter date]. This work is anticipated to begin in the second half of 2025.

A plan to connect properties to the City PWS has been developed in accordance with an approved work plan for work conducted by 3M under an Administrative Order on Consent (AOC) with the United States Environmental Protection Agency (U.S. EPA) under the Safe Drinking Water Act Section 1431. Key information you need to know is outlined below:

## 1. Connection from the watermain to the property line by the City

The City will install a connection from the existing watermain to your property line, where a curb box will be installed. The City will notify you before starting this work. Any access considerations (e.g., driveway access) will be communicated to you. Work will be completed within the City right-of-way, and you do not need to be present for this work to occur. This work will be completed without any cost to you, and any restoration work (e.g., replacing sidewalks, curbs, or pavement) will be completed by the City or its contractor.

## 2. Connection from the curb box to the building by the property owner

You, the property owner, will contract directly with a licensed plumber to complete the connection from the curb box to inside your building. The contracted plumber will also disconnect your existing well. A *Plumbing Quote Form* outlining the work to be completed is attached for you to provide to your chosen licensed plumber to obtain a quote. A list of local plumbers is included below. Contact the City to confirm license status if you prefer to contract with a different plumber.

## Local licensed plumbers:

- 1. Dependable Drain & Plumbing: 563-243-4953
- 2. Domestic Plumbing Co: 563-242-0022
- 3. Hugunin Sewer & Plumbing, LLC: 563-242-2481

The attached *Plumbing Quote Form* describes the payment terms. Once you receive a complete quote from a licensed plumber, return the form to Barr in the enclosed, pre-addressed envelope for routing to 3M and the City for approval. If, in the sole discretion of either 3M or the City, the Plumbing Quote is not reasonable, the work may not begin, and you must submit for approval a revised Plumbing Quote from that plumber, or a Plumbing Quote from a different plumber. Allow at least two weeks for approval. Approval is required to begin the work, if you do not wait for approval, you may not be eligible for reimbursement. The City will provide a copy of the fully executed *Plumbing Quote Form* with a payment in the amount of 50% of the licensed plumber's estimate. Questions related to payments from the City can be directed to the City Clerk, Toni Schneider, via telephone at 563-259-8342 or email at clerk@camancheia.org.

Upon completion of the work, the City will complete a final inspection. The City will confirm the water meter is installed correctly and the well is disconnected. You can contact Gaylon Pewe at the City via telephone at 563-259-9410 or email at <a href="mailto:pwd@camancheia.org">pwd@camancheia.org</a> to schedule the inspection. Upon passing inspection, the City will provide a payment in the amount of the remaining installation cost. Upon receipt of notice from the contractor 3M has retained to perform the well abandonment work that all groundwater extraction wells on the property have been abandoned, the City will provide a one-time \$5,000 payment to the well owner.

## 3. Abandonment of the existing wells

Abandoning your existing wells is required as part of the Agreement to connect your property to the City PWS. After your well, or wells, are disconnected, 3M will contract with a certified well driller to abandon your well, or wells. 3M will contact you to coordinate access to your well. You may need to be present for this work, depending on the location of your well. This work will be completed without any cost to you, and any restoration work (e.g., replacing pavement) will be completed by 3M or its contractor. The one-time payment of \$5,000 identified in Paragraph 2 above is contingent upon abandonment of all wells on the property.

## 4. Removal of the treatment system by 3M (if applicable)

Once your property is connected to the City PWS, 3M will coordinate with you and Culligan to remove your in-building treatment system that was provided by 3M. 3M will pay all reasonable and necessary expenses to remove the treatment system entirely from your property and restore the property to its condition before the equipment installation. If you request that 3M remove the treatment system, the removed treatment system shall become the property of 3M upon removal and 3M will be responsible for all further handling or disposal costs.

Alternatively, you may keep the system and provide for future operation and maintenance at your expense. Below are approximate costs to perform vendor-recommended maintenance at the vendor-recommended frequency. These costs are subject to change. [include applicable table based on system type]

POET Maintenance Item	Frequency of Maintenance	Cost
Sediment filter change	Every 1 year	\$275
Ultraviolet lamp replacement and quartz sleeve cleaning	Every 1 year	\$340
Ultraviolet light quartz sleeve replacement	Every 1 to 3 years	\$130
Granular activated carbon replacement	Every 2 years	\$2,500

POUT Maintenance Item	Frequency of Maintenance	Cost
Cartridge filter replacement (pre-filter, carbon, post-filter)	Every 6 months	\$450
Reverse osmosis membrane replacement	Every 3 years	\$160

Following the connection to the City PWS, 3M will no longer sample your drinking water. The City PWS is routinely monitored for water quality, and results are provided in public annual reports. You can find these water quality reports and information on other City PWS services (e.g., billing information) through the City webpage, available here: https://www.camancheia.org/city-services-government/water-sewer/.

Please provide a signed Agreement by [date 30 days from letter date] to formally accept this offer. We assume you have declined the offer if the Agreement is not received by [date 30 days from letter date]. If you decline this offer and decide to install a treatment system or keep your existing treatment system, the terms of your existing agreement with 3M will apply. If you decline this offer and decide to connect to City water at a later date, it will be at your expense. If you decline this offer and your current well fails, installing a replacement well (if permitted by the City) or connecting to the City PWS will be at your expense.

Thank you once again for your willingness to participate in this program. We will continue to coordinate the activities outlined above with you. In the meantime, if you have any questions, please contact Barr via telephone at 1-833-227-1705 or email at Cordova3M@barr.com.

Sincerely,

Eric Funk
3M Cordova Site Director

## Attachments

1. Agreement and Attachment A – Plumbing Quote Form

## **Connection to the Camanche Public Water System Agreement**

This agre	eeme	ent ("	Agreer	nent") is	entere	ed into	effective	e as of th	ie day o	of	,
20	by	and	betwe	en 3M	Comp	any	("3M"),	the City	of Camanc	he ("City")	and
							, th	e owner	(s) (hereafter	referred to	o as
Owner(s	))	of	the	parcel	of	real	estate	and	improvement	s located	at
							(hereafter	r referred	to as the Prope	erty).	

3M agrees to connect Owners Property to the City Public Water System (PWS). This agreement shall include the following terms and conditions:

- 1. 3M will pay for work necessary to connect Owners Property to the City PWS. This includes the work completed by the City or City's contractor(s) described in paragraph 2 and the work completed by the Owner's contractor described in paragraph 3.
- 2. The City and the City's contractor(s) will provide all construction, labor, and materials necessary to install a curb box at the Property line and install a connection from the existing watermain to the curb box. This work will be completed within the City right-of-way and the City will not have to access the Property.
- 3. The Owner(s) will contract directly with a licensed plumber to provide all construction, labor, and materials necessary to complete the water line connection from the curb box to inside the Property building and disconnect the existing well from the building plumbing. The Plumbing Quote Form (Attachment A to this Agreement) describes the scope of the required work and the payment terms. Both 3M and the City must approve the *Plumbing* Quote Form before the Owner's contractor begins work. If, in the sole discretion of 3M or the City, the Plumbing Quote is not reasonable, the work may not begin, and the Owner(s) must submit for approval a revised Plumbing Quote from that plumber, or a Plumbing Quote from a different plumber. The Owner will receive a payment from the City in the amount of 50% of the licensed plumber's estimate when the quote form is approved. The Owner will receive a payment from the City for the remaining installation cost. Upon receipt of notice from the contractor that all groundwater wells at the property have been abandoned as required by Paragraph 8 below, the City will provide the Owner(s) a onetime \$5,000 payment. Completion of the work will be demonstrated by a passing inspection by the City. The Owner agrees to use payments from the City (other than the \$5,000 onetime payment) to connect to the City PWS and for no other purposes.
- 4. 3M will pay for all labor and materials necessary to restore any damage to sidewalks, curbs, driveways, or pavement on or adjacent to the Property that results from the City's or Owner's work to connect the Property to the City PWS. Restoration shall consist of returning such improvements on the Property damaged by the City, the City's contractor(s), or the Owner's contractor(s) to as near as possible the condition existing on the date that installation and connection activities begin. If Owner identifies any additional improvements to the Property that will be damaged by the connection activities, Owner must obtain an additional agreement from 3M regarding restoration or repair before connection activities begin.

- 5. 3M will not be responsible for any damages, including, but not limited to personal injury, property damage, or consequential damage, caused in whole or in part by the City, the City's designated contractors, and Owner's designated contractor(s).
- 6. To qualify for the payments described above, the City's and Owner's designated contractor(s) must be licensed by the relevant governmental authorities and insured. Both 3M and the City must accept the Owner's proposed Contractor (by approving the Plumbing Quote Form) before the Owner's contractor begins work. Contractors must obtain all necessary permits for the work described above on behalf of the Owner(s).
- 7. 3M makes no warranties, express or implied, in connection with the work to be performed by the City, the City's contractors, or Owner's Contractor. 3M undertakes no responsibility for the quality of the work performed by the City, the City's contractors, or the Owner's Contractor or any goods or services provided to the owner by those entities.
- 8. Abandonment of the existing well (closing and making unusable) is required as part of this Agreement and Owner agrees to abandonment of the existing well. 3M and its contractor(s) will provide all construction, labor, and materials necessary to abandon all groundwater wells at the property in accordance with Iowa Administrative Code Rule 567 Chapter 39 Requirements for Properly Plugging Abandoned Wells. 3M will pay for all labor and materials necessary to restore any damage to Property (excluding landscape restoration) that result from its contractor(s) work to abandon the well. The one-time payment of \$5,000 identified in Paragraph 3 above is contingent upon abandonment of the well. In consideration of the \$5.000 one-time payment, Owner agrees to (1) not install, or cause to be installed, any new or additional Sand Point well on the Property for any purpose, and (2) inform any subsequent purchaser of this Agreement.
- 9. If a point of entry water treatment (POET) system or point of use water treatment (POUT) system (here after referred to as Treatment System) was installed at the Property by 3M, 3M will pay all reasonable and necessary expenses to remove the Treatment System entirely from the Property and restore the Property to its condition before the equipment installation if requested by Owner. Any such Treatment System shall upon removal become the property of 3M and 3M shall be responsible for all related handing and/or disposal costs. Alternatively, the Owner(s) may keep the system and provide for future operation and maintenance at Owner's expense. Below are approximate costs to perform vendor-recommended maintenance at the vendor-recommended frequency. These costs are subject to change.

POET System Maintenance Item	Frequency of Maintenance	Cost
Sediment filter change	Every 1 year	\$275
Ultraviolet lamp replacement and quartz sleeve cleaning	Every 1 year	\$340
Ultraviolet light quartz sleeve replacement	Every 1 to 3 years	\$130
Granular activated carbon replacement	Every 2 years	\$2,500

POUT System Maintenance Item	Frequency of Maintenance	Cost
Cartridge filter replacement (pre-filter, carbon, post-filter)	Every 6 months	\$450
Reverse osmosis membrane replacement	Every 3 years	\$160

- 10. 3M and its contractor(s) will have to access the Property during normal business hours (Monday through Friday between 8:00 a.m. and 5:00 p.m.) to perform the work described in paragraphs 8 and 9 above. When 3M and its contractor(s) must enter the primary living space, it will seek with Owner(s) (and, if applicable, any tenant on the Property), a mutually agreeable time to do so.
- 11. If a Treatment System installation agreement was executed by 3M and the Owner but the Owner elected to not install the Treatment System and instead wait for connection to the City PWS, the Owner agrees that the Treatment System installation agreement is voided by this Agreement and that a Treatment System will not be provided by 3M in the future.
- 12. Following connection to the City PWS, 3M will no longer sample drinking water at the Property. The City is responsible for routinely monitoring the City PWS for water quality and providing the results in public annual reports.
- 13. Owner warrants that Owner currently owns the above-defined Property (subject to any liens or mortgages of record).
- 14. If the Property is sold prior to the completion of the activities noted in this Agreement, 3M's and the City's obligations under this Agreement can be transferred to a new owner of the Property upon request of the new owner to 3M and execution of a new agreement to continue any obligations that have not at that time expired by the terms of this Agreement.
- 15. Nothing in this Agreement constitutes an admission by 3M of liability to Owner or any other party. This Agreement shall not be admissible in any judicial or arbitration proceeding as evidence of liability. By accepting this Agreement, Owner does not waive any rights or claims that are not specifically addressed in this Agreement.
- 16. All notices given pursuant to this Agreement shall be in writing via email, by United States mail or by United States express mail or other established express delivery service (such as Federal Express) at the address set forth below:

Owner(s):
Owner(s) Name (please print):
Owner Address:
Home Phone #:
Cell Phone #:
Email:
The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Parties. All notices given pursuant to this Agreement shall be deemed given upon receipt.
17. This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument and shall be effective upon execution of one or more of such counterparts of each of the Parties.
Owner(s) Treatment System Election (if applicable):
☐ Keep Treatment System and maintain system at Owner's expense.
Approximate costs to perform vendor-recommended maintenance at the vendor-recommended frequency are provided above. Owner acknowledges these approximate costs and understands that these costs are subject to change.
Remove Treatment System.
Owner(s)' consent is provided on this date,by:
Owner(s)' Signature and
Owners(s)' Printed Name(s)
Agree by 3M:

**3M Chemical Operations LLC** 

By: Its:		
Agree by City:		
City of Camanche		
By:	Date	
Ita:		

## Schedule A to Reimbursement Agreement – Third Amendment 3M Company and City of Camanche, Iowa

# THIRD AMENDMENT TO SCHEDULE A TO REIMBURSEMENT AGREEMENT BY AND BETWEEN

## 3M COMPANY AND THE CITY OF CAMANCHE, IOWA

- I. The Reimbursement Agreement and the original Schedule A provided funding for the drilling and placement in service of two new groundwater extraction wells to produce drinking water for the City of Camanche. The water quality from the first well (Well 7) was determined to not meet requirements for naturally occurring inorganic compounds. As a result, the Parties have agreed that 3M will provide the funding for a pilot boring to evaluate a location for a potential Well 8.
- II. In addition to the costs identified in the Reimbursement Agreement as well as the First and Second Amendments to Schedule A of the Reimbursement Agreement, Reimbursable expenses shall include the following:
- 1. Contractor costs that are reasonable and necessary to drill a new pilot well and evaluate the location for potential expansion into a new drinking water extraction well, designated as Well 8. The total amount quoted for this work by Gingrich Well & Pump Service LLC as specified in the contract attached to this Third Amended Schedule A as Exhibit 1 (the "Gingrich Well 8 Contract" and Change Order signed by City on 9-16-25) is \$1,224,860, which 3M agrees is reasonable. The work is scheduled to commence at the end of September 2025 and anticipated to be completed by mid- November.
- 2. The following are payments and grants provided by 3M to the City of Camanche for the work to establish and evaluate the proposed pilot well for a potential Well 8:
  - a. A grant in the amount of \$306,215, paid on or about October 24, 2025;
  - b. A grant in the amount of \$612,430 on or before October 31, 2025;
  - c. Payment of any remaining reasonable costs incurred in connection with the installation and evaluation of the pilot boring for a potential Well 8 that exceed the amounts previously paid for development of new drinking water wells pursuant to Section II, Paragraph 4 of the original Reimbursement Agreement Schedule A.

# Schedule A to Reimbursement Agreement – Third Amendment 3M Company and City of Camanche, Iowa

City of Camanche, Iowa	3M Company
By:	By:
Title:	Title:
Date:	Date:



CAMANCHE FIRE DEPARTMENT 720 9th Ave PO Box 77 Camanche, Iowa 52730 563-259-1112

October 3, 2025

To whom it may concern,

This letter is to inform everyone that I intend to retire from my position as Fire Chief for the City of Camanche effective January 17, 2026. I am thankful for the opportunity to serve the city in this capacity for the past 19 ½ years.

Respectfully,

Dave Schutte

Fire Chief

Camanche Fire Department

Resolution	
------------	--

## A Resolution Appointing James Sowle as Incoming Fire Chief

**Whereas**, the City of Camanche has received notice of intent by the current Fire Chief of his retirement, and

Whereas, the Camanche City Council authorized the vacancy to be filled prior to the retirement date of the current Fire Chief, and

**Whereas**, an interview process was conducted by the City Administrator, the Mayor and a panel of qualified individuals, and

**Whereas,** having considered all input, the Mayor and the City Administrator agree that the recommendation to the Camanche City Council is that James Sowle be appointed Incoming Fire Chief beginning November 7, 2025, and

**Whereas,** on January 17, 2026 the title of Incoming Fire Chief will be dropped and the title of Fire Chief shall be bestowed upon James Sowle.

**Now Therefore Be It Resolved,** that the City of Camanche hereby appoints James Sowle to be the Incoming Fire Chief for the City of Camanche Fire Department.

Adopted by the	Camanche City	Council this	s 7 <sup>th</sup> day of	f October,	2025.

ustin Pruett, Mayor	
ttest: Toni L. Schneider, City Clerk	

#### CONTRACT FOR THE INCOMING FIRE CHIEF OF THE CITY OF

## CAMANCHE, IOWA FOR FISCAL YEAR COMMENCING

## NOVEMBER 7, 2025 THROUGH JUNE 30, 2029 FOR A 3 YEAR 7 MONTH CONTRACT

IT IS HEREBY COVENANTED AND AGREED BETWEEN THE CITY OF CAMANCHE, IOWA, AND THE ICOMING FIRE CHIEF FOR THE CITY OF CAMANCHE, IOWA AS FOLLOWS:

WHEREAS, it is the declared policy of the City of Camanche, Iowa, that the Department Heads, specifically including the <u>Incoming Fire Chief</u> (hereinafter, the "<u>Chief</u>"), are not part of the employee's Bargaining Unit and are supervisory employees. Upon full retirement of the existing Fire Chief, the title of Incoming Fire Chief shall be removed and replaced with the title Fire Chief.

## NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

As pursuant to Iowa Code 400.13(2) all service years and benefits under other 411 agencies are hereby transferred to the Incoming Fire Chief. The new beginning official date of employment for the Chief's tenure in the City of Camanche is now January 16, 1996 as per the above Iowa Code.

<u>SALARY:</u> That the base salary for the <u>Chief</u> is established as set forth in the attached Exhibit "A".

<u>PAY PERIODS</u>: The <u>Chief</u> shall be paid bi-weekly, commencing with the first pay period after the initial start date. Pay checks may be paid by direct deposit to the employee's personal checking and or savings account at a financial institute of their choice.

<u>HOLIDAYS:</u> The following holidays are those recognized and observed by the City of Camanche, lowa.

- 1. New Year's Day
- 2. Good Friday
- 3. Memorial Day
- 4. 4<sup>th</sup> of July
- 5. Labor Day
- 6. Thanksgiving
- 7. Day following Thanksgiving
- 8. Christmas Eve Day
- 9. Christmas Day
- 10. The employee's birthday

SICK LEAVE: The **Chief** is allowed up to twenty (20) days per year paid sick leave which is accumulated at a rate of 13.5 hours per month. Unused sick leave can be accumulated by the employee up to 120 days. After three days in succession, a physician's statement shall be required to authorize continued sick leave for a longer period. Sick leave not fully used shall be forfeited by the employee upon termination of their full-time employment. An employee hired on or before June 30, 2008, with twenty (20) years of service or more with the City of Camanche, Iowa, shall be paid by the City of Camanche, Iowa, upon retirement or leaving employment for reasons other than termination for cause for any unused sick leave up to one hundred twenty (120) days paid at their hourly rate at the date of separation. For employees hired on or after July 1, 2008, those employees meeting all of the requirements set forth above, shall be paid for their accumulated sick leave up to one hundred twenty (120) days at the hourly rate paid when first employed by the City of Camanche, Iowa. For employees hired on or after July 1, 2015, no payment shall be made for accumulated sick leave by the employee upon retirement. For newly hired employees after July 1, 2015, there will no longer be sick leave buy outs on retirement or separation for employees hired after July 1, 2015. Therefore, any Department Head hired from outside the City's present group of employees after July 1, 2015, will not be eligible for sick leave buy-outs.

The Chief may transfer accumulated sick days to other employees only if the employee receiving the transfer has zero accumulated sick leave. For purposes of this transfer provision, accumulated sick leave means sick leave earned by an employee and does not include sick leave donated by other employees. All sick leave transferred between management and staff must be approved by the City Administrator.

The <u>Chief</u> shall receive three (3) days of personal leave per year. The use of personal days should be scheduled so as to not generate overtime pay whenever and however possible. This personal leave must be approved by the City Administrator at least twenty four (24) hours in advance. The <u>Chief</u> will be allowed five (5) days of "family illness" leave, per calendar year, to be taken off of employee's accumulated sick leave.

<u>LONGEVITY PAY</u>: The <u>Chief</u> shall receive longevity pay at the rate of \$12 per month per year with a 25 year cap.

<u>WELLNESS PROGRAM</u>: The City of Camanche, Iowa, will pay a maximum of two hundred and fifty dollars (\$250) annually to each employee for wellness benefits for the employee and his / her family. Wellness benefits may be paid to reimburse an employee for a health related expense for:

- a. A health or fitness membership
- b. Purchase of health equipment

- c. Payment of employee or family health related expenses not otherwise covered by health insurance which may include medical expense, orthodontia, dental treatment, physical therapy, chiropractic, eye care including eye glasses or contact lenses, mental health treatment, or other similar expenses. All expenses shall be reimbursed upon the City receiving a copy of the receipt of purchase or proof of payment.
- d. In lieu of the reimbursement, the Chief may elect to have a onetime \$250 HSA contribution to his qualified HSA account.

<u>JURY DUTY:</u> The <u>Chief</u>, if selected for jury duty, shall continue to be paid the <u>Chief</u>'s salary and shall not be required to request leave for participation in jury duty, but shall notify the city administrator at least seven (7) days in advance of said obligation.

<u>FUNERAL LEAVE</u>: All employees, including the <u>Chief</u>, shall be allowed four (4) days of leave for the death of a family member which is husband, wife, child, mother, father, grandparent, brother, sister, or an in-law of the same degree. All employees will be excused without loss of pay, the necessary time required to serve as a pallbearer for a relative or friend. All employees will be allowed two (2) days of funeral leave for the death of an aunt or uncle.

<u>INSURANCE BENEFITS:</u> The Department Heads shall pay for themselves and their family the prescription and medical co-pays in effect with the insurance company's established rates. The City will offer two options for insurance coverage through Wellmark of Iowa, Inc. The City will pay the premiums for either option. The plans are:

A. The Wellmark Blue Cross Blue Shield myBlue HDHP Bronze HMO will be the base insurance plan with the city paying 80% of the premium and employees paying 20% of the premium. If an employee chooses the HMO plan, the employer shall deposit \$2,000 into a qualified HSA account for a single plan, or \$4,000 into a qualified HSA account for the employee. The employee is to be responsible for no more than \$1,000 for a single plan or \$2,000 for a family plan towards the employee's deductible. The remainder of the deductible for the HMO plan shall be reimbursed to either the employee or the provider through the City's third party service.

B. Employees may choose the Wellmark Blue Cross Blue Shield myBlue HDHP Bronze PPO plan offered by the city's health insurance carrier, provided, the employee shall pay, in addition to the employees share of the HMO premium amount, the difference in premium between the HMO plan and the PPO plan. The employer's Health Savings Account contribution will be the same as if the employee had chosen the myBlue HDHP Bronze HMO with the same coverage with reimbursement identical to item A above.

C. The city will not pay the health insurance premiums for employees' spouses, dependents, or others eligible for insurance through the employee, who are covered under another qualified

ERISA health insurance plan or are on active duty in the US military service. Employees who elect to use the city's health insurance plan as duplicate coverage for their spouse, dependents or others eligible for insurance through the employee shall pay 100% of the health insurance premium. Employees requesting health insurance coverage for non-employees shall be required to sign a written verification certifying the non-employees are not covered under another qualified ERISA health insurance plan or are not in the active US military service. The city agrees to pay an employee up to \$2000 per family unit annually for uninsured health insurance expenses incurred by the employee's spouse, dependents or others eligible for insurance through the employee, who are covered under another qualified ERISA insurance plan.

D. The city will pay an incentive payment of 30% of the employee's premium for the city's base health insurance plan to employees opting out of coverage, provided the employee provides annual verification the employee is covered under another health insurance plan. The incentive payment will be for the employee's coverage only, and will not include employee's dependents who are covered under another plan. Employees who opt out and then return to the city's plan would be paid a prorated HSA contribution. The 30% payment will be paid in equal installments on each pay period during the insurance contract year.

During the term of this agreement the same HMO reimbursement amount, or HSA contribution within 30 days after the plan renewal date, described in paragraphs A and B above will be made by the City following each plan renewal or replacement inception date. A new employee deductible will also apply upon plan renewal or replacement, unless the insurance plan provides otherwise. The Employer's Health Savings Account payment will be prorated for new employees or for current employees who transfer to the City's Health Benefit Plan after the contract inception date.

<u>EMPLOYEE HEALTH INSURANCE CONTRIBUTION:</u> The Chief shall contribute 20% towards his health care premium. If the plan, or the premium payment is changed, employer may adjust the contribution rate, provided such adjustment applies equally to all department heads.

Retirees hired before July 1, 2015 and who select an available HSA plan will be required to pay no more than their deductible out of pocket expense in place at time of retirement, and shall pay the health insurance premium contributions at the rates in effect as of the official date of their retirement and shall pay 20% of the premium. There are no HSA contributions made by the City after retirement. Retirees hired before July 1, 2015 and who select an available HMO plan, will pay the prescription co-pays and the health insurance premium contributions at the rates in effect as of the official date of their retirement and shall pay 20% of the premium. Retirees must be current on their co-pay and insurance reimbursements to remain eligible for City reimbursements of all other deductible and co-insurance expenditures.

EDUCATION INCENTIVE: An employee who has or attains during his or her employment with the City either an Associate's, Bachelor's or Master's Degree from an accredited educational institution shall be entitled to an educational wage incentive added to the base wage of five hundred dollars (\$500) per degree annually. The educational incentive payment shall be paid to the employee effective on the pay period immediately following submission by the employee to the City a certification of attainment of said degree. Current degrees held must have a certified copy of transcripts indicating completion of the degree program on file with the City. The benefit for current employees will be paid in the first pay period of the fiscal year. Degree fields shall be germane to the employee's field of work. As an example, a police officer with a degree in criminal justice shall be compensated for that degree. However, a police officer with a degree in economics shall not be compensated for that degree. A general education Associates Degree shall qualify for the educational wage incentive benefit. The City Administrator's decision shall be final on the question of whether a degree is germane to the employee's field of work. An employee may submit an advance request, before completing a course of education, for determination by the City Administrator as to whether or not a contemplated degree qualifies for the educational incentive

SPECIFIC CONTRACT BENEFITS: For the **Chief**, the specific contract benefits, except as modified herein, shall be governed by the contract for city employees of the Police, Fire and Public Works Bargaining Unit of the City of Camanche, lowa, as in place on the date of this agreement relating solely to the Fire Fighter benefits stated therein, except that the **Chief** is not eligible for overtime. As a salaried employee, the **Chief** is required to devote such time as required to fulfill his / her employment obligations including emergency and after hours obligations as required by the Department. The **Chief** does not receive incentives for shift differential or other monetary compensation except for his salary specifically enumerated herein. The **Chief** receives the same number of holidays as included in the bargaining unit agreement by receiving the holiday off, or an alternate day in lieu of the holiday off, but the **Chief** is not paid for the holiday.

The <u>Chief</u> shall attend all City Council meetings when possible. If the <u>Chief</u> cannot attend, he/ she shall have a designated representative of the Department to attend.

Other benefits are detailed in the attached Exhibit A.

<u>INSURE OFF DUTY ACTION:</u> Any action taken by a full time police officer or fire fighter on their time off, which would have been taken on active duty if present or available, shall be considered official action, and the employee shall have the rights and benefits concerning such action as if they were on duty.

<u>ANNUAL PHYSICAL:</u> Each full-time employee actively employed by the City of Camanche, Iowa, shall be examined annually on or about the anniversary date of their employment date. This annual physical examination shall be conducted by a licensed medical physician in Clinton County, Iowa, of the employee's choice.

<u>CLOTHING ALLOWANCE:</u> All full time Police Officers and all full time Fire Fighters shall receive an eight hundred dollars (\$900) annual clothing allowance, payable four hundred dollars (\$450) at the start of this contract and four hundred dollars (\$450) January 1, 2023. The City Auditor as employed by the City of Camanche, Iowa, shall determine whether said payments are subject to withholding, and the City Clerk shall issue the checks pursuant to the City Auditor's instruction regarding withholding.

<u>LINE OF DUTY DAMAGES</u>: In the event of damages incurred to the officer's uniform, prescription eyeglasses, dentures, wristwatches, or other mandatory equipment of an employee of the Police and Fire Department, as outlined by either the Police Chief or the Fire Chief, the following procedures will be used for recovery of the damages:

- 1. Damage shall be claimed through the Court for restitution from the convicted party.
- 2. If after thirty (30) days from the date of damage, restitution has not been made or if there is no convicted party, the Chief may submit to the City Administrator the claim for the damages. If the City Administrator determines the damage has occurred in the line of duty, they shall certify the same to the City for reimbursement. If restitution is received later by the Chief, it shall be submitted to the City.

<u>PERSONAL PROTECTIVE EQUIPMENT:</u> It is recommended that all employees of the Police and Fire Department wear safety glasses, but the safety glasses are not a requirement. The City of Camanche, Iowa will reimburse Police and Fire Department Employees up to two hundred fifty dollars (\$250) per year for an eye examination and purchase of prescription glasses and three hundred (\$300) per year for non-prescription glasses, upon receipt of billing from an optometrist or ophthalmologist for an eye examination and/or glasses, or for a bills for safety glasses that meet OSHA standards from any source.

It is recommended that the fire fighters wear OSHA approved safety toed shoes at the shop during working hours. The City of Camanche will reimburse the Fire Department employees up to two hundred dollars (\$250) for the purchase of safety toed shoes upon receipt of proof of purchase each year. The purchase of shoes or boots must occur in each fiscal year of the contract or allowance will be forfeited by the employee.

<u>RECUPERATION TIME.</u> It is acknowledged that the <u>Chief</u> is a salaried employee with management responsibilities in emergency situations. As such, the Chief, in the event that the Chief has to work extraordinary hours in the performance of the Chief's duties outside normal working hours, that the Chief is allowed discretionary time off during normal working hours to rest and recuperate at the conclusion of such emergencies. Similarly, if the Chief is "called in" on a holiday or a vacation day for emergency situations, the Chief is allowed discretionary time

off in exchange for the holiday or vacation day. Discretionary time can be used at any time at the Chief's discretion with authorization from the City Administrator as long as the time does not interfere with the assigned duties of the Chief. Accrued discretionary time for recuperation is earned at an hour for hour rate, has no monetary value and cannot be redeemed for cash payment from the City. Discretionary time for recuperation must be taken as soon as staffing allows for the time to be used.

<u>RETIREMENT BENEFITS FOR DEPARTMENT HEAD EMPLOYEES.</u> Retiree health benefits are established under City of Camanche, Iowa Resolution 16-09.

The Fire Chief shall retire with eligible health insurance benefits upon qualified retirement pursuant to Iowa Code Section 400.13 of the Code as per City of Camanche, Iowa Resolution 16-09.

BE IT FURTHER AGREED BY THE CITY OF CAMANCHE, IOWA AND THE UNDERSIGNED **JAMES SOWLE**:

That where inconsistent between this agreement and the Department's employment contracts, the terms of this agreement shall then be applied.

THE TERMS OF THIS CONTRACT SHALL BE COMMENCING ON **NOVEMBER 7, 2025** THROUGH **JUNE 30, 2029**.

James Sowle	 Date	
Approved:		
Austin Pruett, Mayor	Date	
Tanil Calanaidan City Claul		
Toni L. Schneider, City Clerk	Date	

### Exhibit A

SALARY: The base salary to be paid to the employee for his service shall be

## \$98,000

Increases per year are as follows:

July 1, 2026: No less than 3.0%

July 1, 2027: No less than 3.0% July 1, 2028: No less than 3.0%

annually, which shall be paid in installments at the same time as other employees of the Employer are paid.

The Contract is also subject to reopening if the City's Insurance Carrier cancels the existing Health Insurance Plan.

In addition, Employer agrees to adjust said base salary and/or other benefits of Employee in such amounts and to such extent as the council may determine desirable on the basis of periodic performance reviews on an annual basis.

For the Chief, the specific contract benefits, except as modified herein, are set forth in the contract for City Employees of the Police and Fire Bargaining Unit of the City of Camanche, Iowa, for the fiscal year commencing July 1, 2025 specifically in relation to the Fire Department employees except as noted herein. As a salaried employee, the Fire Chief is not eligible for overtime. As a salaried employee, the Fire Chief is required to devote such time as is necessary to fulfill the Chief's employment obligations including emergency and after hours obligations required by his Department.

The Chief shall receive \$500 per certification for Firefighter 1, Firefighter 2, EMT Certification, and EMT-P. This calculation is based on a flat \$416 for 2080 hours per year plus an additional \$84 per license in consideration for off duty hours which are not compensated. Any additional certifications shall be awarded at the discretion of Council upon request.

Further, the Chief does not receive incentives for shift differential or other monetary compensation except for the salary or other benefits specifically enumerated above.

The Chief receives the same number of holidays included in the Bargaining Unit contract by receiving the Holiday off, or an alternate day off in lieu of the Holiday, but the Chief would not be paid for the Holidays.

The Chief shall be paid a cell phone stipend of \$40 per month. The Employee understands that the cell phone used is subject to FOIA requests.

RESOLUTION	
INLUCEOTION	

## A RESOLUTION AUTHORIZING THE TRANSFER OF MONEY BETWEEN CITY FUNDS AND AUTHORIZING CERTAIN FUNDS TO BE CLOSED PERMANENTLY

WHEREAS, from time to time, it is necessary for the City to establish special funds for various purposes, and WHEREAS, once a special fund is no longer needed, it is prudent to permanently close that fund, and WHEREAS, it is often necessary to transfer money between City funds to meet the objectives established in the creation of the special fund NOW, THEREFORE BE IT RESOLVED that the following special City fund is hereby permanently closed as listed: 9<sup>th</sup> Street Project Fund 321-000-1110 BE IT FURTHER RESOLVED that the following list of special City funds is hereby permanently transferred as listed: The following inter-fund transfers of the monies are hereby approved: \$141,175.32 from the Road Use Fund 110-000-1110 to the 9th Street Project Fund 321-000-1110 The following special fund is hereby permanently closed: 321-000-1110 9th Street Project Fund Adopted by the City Council of the City of Camanche this 7th day of October, 2025. Austin Pruett, Mayor Attest:

Toni L. Schneider, City Clerk/Treasurer